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

TIBURON TOWN COUNCIL
Special Meeting - 6:45 p.m.
Regular Meeting - 7:30 p.m

AGENDA

SPECIAL MEETING/CLOSED SESSION - 6:45 p.m.
Public Employee Performance Review: Government Code Section 54957
Title: Town Manager

ADJOURNMENT TO REGULAR MEETING AT 7:30 p.m.

CALL TO ORDER AND ROLL CALL

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

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.

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 June 1 and June 15, 2016 meetings (Town Clerk Crane Iacopi)

Documents:

CC-1 DRAFT JUNE 1 MINUTES.PDF
CC-2 JUNE INVESTMENT SUMMARY.PDF

CC-2. Town Investment Summary

Accept report for month ending June 30, 3016 (Director of Administrative Services Bigall)

Documents:

CC-2 JUNE INVESTMENT SUMMARY.PDF

CC-3. League Voting Delegate

Approve appointment of delegate to League of California Cities Annual Meeting in October (Town Clerk Crane Iacopi)

Documents:

CC-3 LEAGUE VOTING DELEGATE.PDF

CC-4. Grand Jury Reports

Authorize Town response to Grand Jury Reports on a) Police Firearm Security; and b) Web Transparency (Town Manager Chanis)

Documents:

CC4A - FIREARM SECURITY STAFF REPORT.PDF
CC4B - WEB TRANSPARENCY STAFF REPORT.PDF

CC-5. Hazardous Material Spills

Recommendation to approve execution of Joint Powers Agreement for Hazardous Materials Spill Management (Town Manager Chanis)

Documents:

CC-5 HAZARDOUS SPILLS MGMT JPA.PDF

ACTION ITEMS

AI-1. Town Of Tiburon 2016 Consolidated Reassessment District (Town Council Action) To Be Followed By A Meeting Of The Tiburon Public Financing Authority

Consider actions related to the formation of the district (Town Manager Chanis)

a) Resolution of Intent to Levy Reassessments and to Issue Refunding Bonds Upon the Security Thereof;
b) Resolution Adopting a Reassessment Report for the 2016 Consolidated Reassessment District, Confirming and Ordering the Reassessments Pursuant to Summary Proceedings and Directing Actions with Respect Thereto;
c) Resolution Authorizing Issuance of Refunding Bonds for the 2016 Consolidated Reassessment District, Providing for Execution of a Fiscal Agent Agreement and Other Matters With Respect Thereto, and Making Findings With Respect to and Approving the Issuance of Bonds by the Tiburon Public Financing Authority.

7:40 p.m.
Meeting of Tiburon Public Financing Authority - Town of Tiburon 2016 Consolidated Reassessment District

Adopt resolution Authorizing the Issuance and Sale of Revenue Bonds for the Purpose of Financing the Acquisition and Reassessment Bonds for the Town of Tiburon 2016 Consolidated Reassessment District, and Approving Related Agreements and Actions

Documents:

AI-1 REASSESSMENT BONDS REPORT AND RESOLUTIONS.PDF

Tiburon Public Financing Authority

Exhibits to Action Item 1

Documents:

EXHIBIT 5 - FISCALAGENTK J14110.PDF
EXHIBIT 6- ESCROWAGENTK J14111.PDF
EXHIBIT 7 - BPA REASSESS J14112.PDF
EXHIBIT 8 - INDENTURE J14109.PDF
EXHIBIT 9 - BPA RBS J14149.PDF
EXHBIT 10 POS.PDF

AI-2. Tiburon Bicycle And Pedestrian Master Plan Update

Review and consider adoption of update Plan; Consider Initial Study and adoption of Draft Negative Declaration for the Plan update (Department of Public Works/Community Development Department)

Documents:

AI-2 BIKE PED REPORT.PDF
EXHIBIT 12 - PART 1 OF 2.PDF
EXHIBIT 12 - PART 2 OF 2.PDF
BIKE PED ATTACHMENT B INITIAL STUDY.PDF
BIKE PED TIBURON_DRAFTPLAN_20160317 (1).PDF

AI-3. Capital Project Planning

Recommendation to form ad hoc Council subcommittee to set priorities for capital project planning (Town Manager Chanis)

Documents:

AI-3 CAPITAL PROJECTS AD HOC COMMITTEE.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

Vice Mayor Fraser called the regular meeting of the Tiburon Town Council to order at 7:30 p.m. on Wednesday, June 1, 2016, in Town Council Chambers, 1505 Tiburon Boulevard, Tiburon, California.

ROLL CALL

PRESENT:	COUNCILMEMBERS:	Doyle, Fraser, Fredericks, O'Donnell
ABSENT:	COUNCLMEMBERS:	Tollini
PRESENT:	EX OFFICIO:	Town Manager Chanis, Town Attorney Stock, Director of Community Development Anderson, Director of Public Works/Town Engineer Barnes, Director of Administrative Services Bigall, Chief of Police Cronin, Town Clerk Crane Iacopi

ORAL COMMUNICATIONS

Ron Hurwin of Tenaya Drive spoke about a project proposed by the neighbors in the Reed Heights/Tiburon Knolls and Del Mar neighborhood areas to remove the non-native eucalyptus and pine trees on the McKegney Green Knoll. He said they are calling the project the "McKegney Green Knoll Tree Restoration Project". Hurwin provided an arborist's report in support of the initiative, as well as a map of the affected area and location of trees proposed to be removed.

Hurwin said the focus of the project is native plant restoration, fire safety, and view restoration. He said the neighbors propose this as a town land management project, however, he said they would raise private donations in the amount of $30,000 to help fund it. He also said the project would complement the other town projects in the area – the restoration of McKegney Green and the Trestle Berm.

Vice Mayor Fraser thanked Mr. Hurwin, and noted that while the Council could take no action on an unagendized matter, he directed him to discuss the matter further with Town staff in the Community Development Department.

CONSENT CALENDAR

1. **Town Council Minutes** – Adopt minutes of May 18, 2016 regular meeting (Town Clerk Crane Iacopi)

2. **Library Agency Joint Powers Agreement** – Recommendation to adopt first amendment to the Joint Powers Agreement for the Belvedere-Tiburon Library to change the terms of service for appointed board members from three to four years (Town Clerk Crane Iacopi / Library Director Mazzolini)

3. **Police Department Administrative Services** – Recommendation to approve renewal of Agreement for Police Department Administrative Services with the City of Belvedere, effective July 1, 2016 through June 30, 2017 (Chief of Police Cronin)

Vice Mayor Fraser asked to remove Item No. 1. He added to the sentence about Woodlands Market on page 4, paragraph 6, "when they first came to Tiburon and opened their store".

MOTION:	To adopt Consent Calendar Items 2, and 3 as submitted	
Moved:	O'Donnell, seconded by Doyle	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

MOTION:	To adopt Consent Calendar Item No. 1, as amended.	
Moved:	O'Donnell, seconded by Fredericks	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

ACTION ITEMS

1. **Public Finance Authority** – Adopt resolutions creating the Tiburon Parking Authority and approve execution of a Joint Exercise of Powers Agreement between the Town and the Tiburon Parking Authority to create a public finance authority for the purpose of bond refinance (Town Manager Chanis)

Town Manager Chanis said Town staff was exploring the possibility of refinancing the Town's previously-formed undergrounding assessment districts by issuing refunding bonds with lower interest rates. He said the idea had been discussed at the Council retreat, and subsequently by the Council budget committee. Chanis noted that the City of Belvedere is working on the formation of its own parking authority for the purpose of bond refinancing. He said that because two public entities are required in order to form such an authority, the Town would need to form a separate parking authority, as well, in order to accomplish this.

Chanis said that depending on interest rates, the refinancing could reduce annual property assessment payments for property owners in the following districts:

- 1999 Main Street District
- 2001 Stewart Drive Undergrounding District
- 2005 Del Mar Valley Utility Undergrounding District
- 2010 Del Mar Supplemental Undergrounding District
- 2005 Lyford Cove Undergrounding District 1&2
- 2006 Lyford Cove Supplemental Undergrounding District

In his report, the Town Manager explained in more detail the legal mechanisms that allow a public entity to form either a parking authority or housing authority, for the purpose of refinancing bonds. He provided some local examples, such as a recent refinancing of bonds by Sanitary District No. 5. He said staff recommended the formation of a parking authority (rather than a housing authority) and listed the steps the Council should take to enter into a joint powers agreement. He then introduced bond counsel Paul Thimmig, and bond underwriter Mark Pressman, who were present to answer Council questions.

Councilmember Fredericks asked if "parking" was simply the name of the financing authority, or whether it represented something to do with parking. Mr. Thimmig explained that the Council would first create the statutory authorized parking authority, and then the parking authority and the Town would form the joint powers agreement to create the Tiburon Public Financing Authority, which would become the actual financing authority. He said these authorities have broad powers but need revenue. He said virtually every city had such a financing authority in the form of a redevelopment agency but changes in state law had eliminated this model. He said the financing authority would have very little to do, as it cannot collect revenue, and there would be some administrative costs, including an annual audit. He said these costs can be included in the bond refinancing.

Fredericks asked what types of civic projects were financed by such an authority. Thimmig said city halls (with lease agreements that are allowed under state law), certificates of participation, assessment bonds, and Mello-Roos bonds.

Mark Pressman noted that financing for the development of Point Tiburon had used the Town's Redevelopment Agency (RDA) as its financing authority. Pressman said last year, the last of these Mello-Roos bonds were paid off and the JPA ceased to exist; he, too, said the new parking authority could replace the RDA as a financing authority for the Town.

Fredericks asked about the selection of a parking authority over a housing authority. Town Manager Chanis noted these were the two options available; Town Attorney Stock added that a parking authority was the easiest mechanism and created the least burden on the Town.

Councilmember O'Donnell commented that this was basically a refinancing mechanism rather than a development mechanism. He said that if a capital project arose that the Town wanted to fund, it would still need revenue to fund it.

Vice Mayor Fraser asked about the actual savings to the districts by refinancing. Town Manager Chanis said of the 780 parcels involved, the average annual savings would be $125,000 in the aggregate, and that when the bonds are paid off, it will represent a savings of $2.25 million in interest (or a present value of $960,000).

Councilmember Fredericks commented that the current bondholders would not realize their projected returns in interest on their investment. Mr. Thimmig said this was correct; that the homeowners would realize the savings, in this case. Mr. Pressman said it was like shopping a mortgage in order to save money. Ms. Fredericks said it was an excellent idea.

Vice Mayor Fraser opened the item to public comment. There was no public comment.

MOTION:	To adopt Town Council resolution forming the Parking Authority.	
Moved:	O'Donnell, seconded by Doyle	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

MOTION:	To adopt Town Council resolution authorizing execution of the Joint Powers Agreement.	
Moved:	Fredericks, seconded by O'Donnell	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

ADJOURNMENT

Vice Mayor Fraser moved to adjourn the meeting and reconvene the Council as the Board of the Tiburon Parking Authority.

AGENDA
TIBURON PARKING AUTHORITY
JUNE 1, 2016, 7:40 PM
TOWN COUNCIL CHAMBERS

ROLL CALL

Boardmembers Present: Vice Chair Fraser, Boardmembers Doyle, Fredericks, O'Donnell
Absent: Chair Tollini

ORAL COMMUNICATIONS

None.

ACTION ITEMS

1. **Public Finance Authority** – Adopt a resolution authorizing the execution of a Joint Exercise of Powers Agreement relating to the Tiburon Public Financing Authority.

Vice Chair Fraser waived the staff report. No one from the public wished to address the Council on this item.

MOTION:	To adopt resolution authorizing execution of the Joint Exercise of Powers Agreement with the Town of Tiburon.	
Moved:	Doyle, seconded by Fredericks	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

ADJOURNMENT

RECONVENE REGULAR MEETING – Tiburon Town Council (7:45)

PUBLIC HEARINGS

Vice Mayor Fraser took Item No. 2 first.

2. **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) – *Second reading and adoption of ordinance*

Vice Mayor Fraser waived the staff report and opened the public hearing. There was no public comment and the Vice Mayor closed the public hearing.

He asked for Council comments. There were none.

MOTION:	To read the ordinance by title only.	
Moved:	Doyle, seconded by Fredericks	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

Vice Mayor Fraser 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 adopting by reference Marin Municipal Water District (MMWD) Ordinance No. 430 regarding water conservation."

MOTION:	To adopt the ordinance, as submitted.	
Moved:	Doyle, seconded by Fredericks	
Vote:	AYES:	Doyle, Fraser, Fredericks, O'Donnell
	ABSENT:	Tollini

1. **2016 -17 Municipal Budget** – Introduction of Fiscal Year 2016-17 Municipal Budget and Capital Improvement Program (Town Manager Chanis/ Director of Administrative Services Bigall)

Town Manager Chanis provided a power point presentation showing the sources of anticipated revenues and expenditures for FY 2016-17. He said the proposed budget showed revenues of $11,092,307 and expenditures of $10,838,457, with an operating surplus for the year in the amount of $253,850.

Chanis said operating revenues were projected to increase by 4% in the coming year. He attributed this to an increase in property and other taxes, franchise fees, building permits and license fees, investment earnings, fines, and a few other sources.

The Town Manager said expenditures were anticipated to rise by 6.9% as a result, among other factors, of compensation increases, an estimated 10% medical insurance rate increase in 2017, and by moving the Town's contribution to the Yellow Bus program from the capital budget to the operating budget. He also noted the recommendation endorsed by the Council budget committee to pay down the Town's unfunded post-employment benefits (OPEB) liability, as well as a Council-approved expenditure in the amount of $20,000 for the new summer/fall Farmer's Market on Main Street.

Also included in the coming year's budget is $50,000 for seasonal help in the Public Works Department, which Chanis said would make more economic sense than adding a full-time position. He also noted the Council decision to fund the Yellow Bus program for another year would reduce the operating surplus from $500,000 or more to the amount stated above ($253,850).

Chanis and Director of Administrative Services Bigall described in more detail the recommendation to pay down the Town's OBEB and CalPERS liabilities. They said this would include moving funds from the OPEB Reserve to a third-party trust and continue to fund the annual "pay as you go" expense out of the operating budget. But he said staff also recommended a reduction in the additional annual contribution to OPEB from the current amount to 1% of payroll, or approximately $38,000 for FY 2016-17.

Director of Administrative Services Bigall described another recommendation; namely a transfer of $1.25 million to pay down the Town's unfunded liability. She said staff proposed a one-time payment of $200,000 this year, while continuing to make the required contributions and annual amortized payment from the operating budget.

Bigall said that both of these changes described above would result in net increase to the proposed budget of $19,000.

In response to a question from Councilmember Fredericks, Director Bigall said that the OPEB liability was a closed pool; that the payments towards this liability would eventually go away. She said that investing funds now in the trust would create enough income for the Town to make its "pay as you go" payments. She also noted it was the only post-employment benefit the Town ever had and it is no longer a benefit provided to employees hired after 2009, 2010, and 2011, depending on employee group.

Councilmember O'Donnell concurred with this approach and said the actuarial hired by the Town to study these liabilities had recommended it. But he asked what would happen when the OPEB payments "went away". Bigall said eventually the trust would make both principal and interest payments, and the Town could have the trust reimburse itself if it chose to do so. O'Donnell said that this language should be clearly added to the trust documents. Town Manager Chanis said the Town would be able to review the legal documents before the transfer of funds was made.

Chanis said there were a few more pieces of the puzzle. He said the payment of $200,000 toward the PERS liability would result in savings and interest over 28 years of around $3 million. O'Donnell said Mayor Tollini, his colleague on the budget committee, was very keen on this because the Town now paid 7.5% interest on this liability. He said it would require budgeting for a $200,000 annual payment for about 12 years to realize this savings. Town Manager Chanis concurred and noted this was in addition to the Town's other, non-optional payment to PERS.

Director of Administrative Services Bigall then reviewed the General Fund expenditures by department. This was followed by a discussion of General Fund reserves at fiscal year-end.

The Council expressed some concerns about the rising expenditures for legal services, as it had changed the model in the previous year to hire a contract attorney, with a thought of controlling costs.

Director Bigall said legal settlements are an "unknown" that had contributed to the increase in legal department costs. She also said the previous Town Attorney had fixed costs for salary and benefits and noted that it was still unclear exactly what the cost would be for hours worked by the contract firm. Town Manager Chanis agreed that these unknowns are difficult to predict; also that some unusual issues had arisen during the past year requiring special time and study by the

new attorney. He said these included the new gun ordinance, the formation of the Yellow Bus [Traffic Relief] JPA, as well as other issues.

Councilmember Fredericks suggested that it is important to look at what's paid out in settlements and separate out that number when reviewing the department budget. Councilmember O'Donnell also asked if hourly costs might be recouped in certain projects, such as undergrounding. He said that the Town's undergrounding policy spoke to this.

Town Attorney Stock said he agreed with this line of thinking; however, he noted a recent court decision that says only bond counsel can be reimbursed in the formation of undergrounding districts, as opposed to the Town's attorney. He did point out that other staff members' time can be recouped. Town Manager Chanis said the proposed budget for the Hawthorne undergrounding did include some administrative time.

Vice Mayor Fraser noted the "people costs" of running the town was around 62% of the operating budget. He said that while wage increases were "modest" he noted double-digit increases in benefits in some areas. He also noted that the increases varied by department and wondered why.

Director Bigall noted that there are increases to medical insurance and the like. But she also said that one reason for the variation by department was that CalPERS no longer charges for its costs by percentage of payroll; therefore, when she spread the cost between the departments, it was presented differently than in previous years. Vice Mayor Fraser asked for a more detailed explanation, perhaps in a one-on-one meeting or through a memorandum to Council, in order to aid his understanding of this complex issue.

Councilmember Fredericks commented on the funding of the Yellow Bus program in future years. She said that small jurisdictions such as ours would have trouble sustaining these annual contributions. She said she would like assurances that the program itself is sustainable, and whether there are alternate sources of funding contemplated for the future. She asked that the Council be apprised of these matters prior to the budget hearings in the next fiscal year.

Vice Mayor Fraser said that the JPA has this very issue on its agenda but conceded there was not a clear answer to the question at this moment. He said the goal of the JPA was to migrate to a sustainable model. Town Manager Chanis agreed that this was a significant expenditure and said the new JPA was looking at a funding stream so that it would not be reliant upon the Town's General Fund.

In concluding her presentation, Director Bigall said that the Town budget had started the year with $13.5 million in General Fund Reserves and would end with $11.3 million. She recapped that $1.25 million would be transferred to OPEB and $1.1 million would be transferred to capital improvement projects.

In his portion of the presentation, Director of Public Works Barnes described the Capital Improvement Program (CIP) component of the budget. He said the total budget for the year is $1,962,000. He noted the "streets" [street rehabilitation] portion was in an "off" year; and that the Town now does this program every other year to take advantage of economies of scale.

Councilmember O'Donnell asked how this would affect the Town's Pavement Condition Index (PCI). Barnes said it would take a slight one year dip, but he also said the Town PCI is ranked at 77; a very high number.

Director Barnes described the community projects scheduled for the year: 1) Blackfield Drive crossing improvements (mostly grant funded); 2) Drainage infrastructure – to video all the remaining pipes; 3) Undergrounding projects (Lyford to Ned's Way); 4) the Trestle Berm pathway (Town to manage project and contribute up to $40,000); and 5) Ferry landing upgrades to replace worn timbers and bring up to ADA compliance (also Measure A grant funded).

Councilmember O'Donnell commented that the repairs to McKegney Green were not mentioned in the CIP budget. He asked if a budget amendment would be required for this. Town Manager Chanis said there was a $200,000 line item for the project that was dependent on whether the Council voted to move forward with the design phase. Director Barnes added that the RFP for the design phase was mailed out today.

Vice Mayor Fraser encouraged thinking "outside the box" in the future and considering more ways to utilized shared services. He said the Town had entered into a successful model with the City of Belvedere through sharing the services of Chief Seyler for administrative functions. He also said the Traffic Relief JPA was experimenting with this, utilizing staff at the Marin Transit Agency. He said the agency was helping not only Belvedere and Tiburon, but Mill Valley and Ross, as well, with their bus programs. He suggested the Town might explore this concept in other areas of our operations. He said with technological advances it might be possible to look deeper and uncover some solutions to the "people costs" that continue to rise. He wondered whether this was something the department heads and Town Manager might take on; he said it might be a "positive disruptor".

There being no further Council comments, Vice Mayor Fraser opened the public hearing. There was no public comment. Vice Mayor Fraser closed the public hearing.

MOTION:	To continue the matter for adoption of the FY 2016-17 Municipal Budget to the June 15, 2016 regular meeting.	
Moved:	Fredericks, seconded by Doyle	
Vote:	AYES:	Unanimous
	ABSENT:	Tollini

TOWN COUNCIL REPORTS

Councilmember Fredericks reported that there now appears to be a sustainable ridership for the two morning [Bus Route 8] bus runs from the Tiburon Peninsula. She said the return routes were not so robust, as some people took the bus in the morning but returned home by ferry in the afternoon. Fredericks noted a decision [by the Bridge District] would be made later in the summer regarding continuation of this route.

Fredericks also reported on the handover of the ferry service from Blue & Gold to Golden Gate Bridge Highway & Transportation District. She said the handover was not dependent on the aforementioned improvements to the ferry landing, rather to ongoing negotiations between the parties. She said that the current landowner was pressing for an extension of evening ferry service to Tiburon; she said this run had not had a good performance in the past. She said GGBH&TD preferred a trial period in order to evaluate it.

On another matter, Fredericks said she had been contacted by the Town's representative to the Marin Commission on Aging about the Council recognizing June as Alzheimer's Awareness Month. Staff noted that it had already been added to the tentative agenda for the next meeting.

TOWN MANAGER REPORT

Town Manager Chanis thanked the Town staff and Department Heads for their work on preparing the budget; the first on his watch in Tiburon. He also asked the Council for its opinion on cancelling July 6 meeting, as there were very few items on the tentative agenda. He asked for a decision by the June 15 meeting.

WEEKLY DIGESTS

- Town Council Weekly Digests – May 20 & 27, 2016

ADJOURNMENT

There being no further business before the Town Council of the Town of Tiburon, Vice Mayor Fraser adjourned the meeting at 9:08 p.m.

_____
JIM FRASER, VICE MAYOR

ATTEST:

_____
DIANE CRANE IACOPI, TOWN CLERK

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: CC- 2

STAFF REPORT

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

From: **Administrative Services Department**

Subject: **Investment Summary – June 2016**

Reviewed By: HC.

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 June 30, 2016.

ANALYSIS

June 2016

Agency	Investment	Amount	Interest Rate	Maturity
Town of Tiburon	**Local Agency Investment Fund (LAIF)**	**$23,284,422.38**	**0.576%**	**Liquid**
	Housing note to Former Town Manager	**$ 800,000.00**	**0.330%**	**Based on Contract**
	Money Market (Bank of Marin)	**$ 100,000.00**	**0.15%**	**Liquid**
Total		**$24,184,422.37**		

The total invested at the end of the prior month was $24,334,422.37; therefore the Town's investments decreased by $150,000 over May 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 June 2016

Prepared By: Heidi Bigall, Director of Administrative Services

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: CC- 2

STAFF REPORT

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From: **Administrative Services Department**

Subject: **Investment Summary – June 2016**

Reviewed By: HC.

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RECOMMENDATION

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Move to accept the Investment Summary for June 2016

Prepared By: Heidi Bigall, Director of Administrative Services

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: EC-3

STAFF REPORT

To:	**Mayor and Members of the Town Council**
From:	**Office of the Town Clerk**
Subject:	**Designation of Voting Delegate(s) to League of California Cities Annual Conference**
Reviewed By:	

BACKGROUND

The League of California Cities' Annual Conference is scheduled for October 5-7 in Long Beach. In order to vote on matters at the Annual Business Meeting, the Town Council must appoint a voting delegate. The Town's delegate, along with the representatives from other cities, will consider and take action on resolutions that establish League policy. According to the League's bylaws, a city may appoint a voting delegate and up to two alternates.

Councilmember Fredericks has served as voting delegate in previous years and plans to attend the conference this year. Councilmember Fredericks' appointment can be adopted on consent, if the Council wishes to do so. If there is interest in appointing additional delegates, the item should be pulled from the consent calendar for further discussion and action.

Whoever is chosen as the Town's voting delegate(s) must be available to attend the Annual Business Meeting (at the closing General Assembly), scheduled for Friday, October 7, 2016.

RECOMMENDATION

Staff recommends that the Town Council:

1) Confirm Councilmember Fredericks' representation of the Town (by adopting this report on Consent Calendar) as its voting delegate at the Annual Business Meeting of the League of California Cities; or

2) If the Council desires to appoint additional delegates, the item should be pulled from the Consent Calendar and the appointments considered as an action item.

Exhibits: League of California Cities 2016 Annual Conference Voting Procedures and Appointment of Delegate Form

Prepared By: Diane Crane Iacopi, Town Clerk

1400 K Street
Sacramento, CA 95814
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LEAGUE OF CALIFORNIA CITIES

www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE® OF CALIFORNIA CITIES

CITY: _____

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: 4(a)

STAFF REPORT

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

From: **Town Manager**

Subject: **Consideration to Approve the Town's Response to the Marin County Grand Jury's Report, Police Firearm Security: Keeping Police Guns out of the Hands of Criminals**

Reviewed By:

BACKGROUND

On April 21, 2016, the Marin County Grand Jury issued a report called Police Firearm Security: Keeping Police Guns Out of the Hands of Criminals. The report reviewed every Marin County law enforcement agency's policies and training regarding firearm security. The report seeks the Town's response to eight Findings and five Recommendations. The response must conform to the format required by Penal Code section 933.05.

The Town drafted a written response to the Grand Jury Report which is attached hereto for the Town Council's review.

RECOMMENDATION

Staff recommends that the Town Council review and approve the attached response to the Marin County Civil Grand Jury Report, Police Firearm Security: Keeping Police Guns out of the Hands of Criminals.

EXHIBITS

- Draft Response to Grand Jury: Police Firearm Security
- Grand Jury Report: Police Firearm Security

Prepared By: Benjamin Stock, Town Attorney

RESPONSE TO GRAND JURY REPORT FORM
Town of Tiburon

Report Title: Police Firearm Security

Report Date: April 21, 2016

Public Release: April 28, 2016

Response By: Greg Chanis

FINDINGS

- We agree with the findings numbered: F1, F2, F6, F7, and F8
- We disagree wholly or partially with the findings numbered: F3, F4, and F5

RECOMMENDATIONS

- Recommendations numbered R1-R5 have been implemented.
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

Date: _____ Signed: _____
GREG CHANIS, TOWN MANAGER

Number of Pages Attached: 4

July 21, 2016

The Honorable Kelly V. Simmons
Judge of the Marin County Superior Court
Post Office Box 4988
San Rafael, CA 94913-4988

Mr. John Mann, Foreperson
Marin County Grand Jury
3501 Civic Center Drive, Room 275
San Rafael, CA 94903

Re: Response to Grand Jury Report April 21, 2016
Police Firearm Security

Dear Honorable Judge Simmons and Mr. Mann:

This letter explains in detail the Town of Tiburon's response to the Grand Jury Report dated April 21, 2016. The Report directs the Town to respond to Findings Nos. 1-8 and Recommendations Nos. 1-5. The Findings involve conclusions of fact that the Town has little or no independent basis to evaluate. In responding to these Findings, the Town assumes that the information in the Report is correct and relies on that information.

FINDINGS

Finding 1: *Firearms left in unattended vehicles are vulnerable to theft and, if stolen, are in the hands of criminals.*

Town's Response to Finding 1:

The Town agrees with the finding. Any item of value left unattended in a vehicle is vulnerable to theft. Once that item is stolen, the person who stole it is by definition a criminal.

Finding 2: *Firearms belonging to Marin County peace officers have been stolen from their vehicles, although the incidence is low.*

Town's Response to Finding 2:

The Town agrees with this finding. While the Town does not have any independent knowledge about the rate of firearms being stolen from other jurisdictions, it is presumed that the rate is low.

Finding 3: *There is currently no public tracking of lost or stolen firearms from Marin County peace officers, making the number of firearms missing difficult to determine.*

Town's Response to Finding 3:

The Town disagrees with this finding. Stolen firearms are tracked in the Federal Automated Firearms System, which is accessible to law enforcement agencies.

Finding 4: *With the exception the Fairfax Police Department, Marin County Police Departments and the Sheriff's Office have not amended or updated their policies in response to high profile reports of law enforcement guns being stolen from vehicles.*

Town's Response to Finding 4:

The Town disagrees with this finding. The Town amended its firearm policy to require that all officers adequately secure unattended firearms in any vehicle.

Finding 5: *Most Marin County Police and Sheriff's Departments do not have a clear-cut policy and/or procedure specifying how firearms are to be secured if left in an unattended vehicle.*

Town's Response to Finding 5:

The Town disagrees with this finding. The Town does have a clear-cut procedure specifying how firearms are to be secured if left in an unattended vehicle. Each officer is required to secure any firearm in a gun vault secured to the vehicle. However, the Town is not in a position to comment on other public entities policies.

Finding 6: *Neither the general topic of firearm security nor a specific letter from the SF Chief has been discussed at Marin County Police Chief's Association meetings. The view commonly expressed by the law enforcement executives is that it is a "common sense" responsibility and understood as such by deputies and officers.*

Town's Response to Finding 6:

The Town agrees with this finding. However, the Marin County Police Chief's Association did discuss this matter at their May 2016 meeting.

Finding 7: *Concern for public safety has led to proposed State and some recent local legislation (in San Francisco and Oakland) requiring that firearms be secured in all unattended vehicles.*

Town's Response to Finding 7:

The Town agrees with this finding.

Finding 8: *Specifically designed lock boxes are readily available for safely securing firearms inside a vehicle, should a gun and vehicle need to be left unattended.*

Town's Response to Finding 8:

The Town agrees with this finding.

RECOMMENDATIONS

Recommendation 1: *Marin County Sheriff's Office and Police Departments should track and record all firearms that have been lost or stolen from law enforcement and personal vehicles.*

Recommendation 2: *Marin County Sheriff's Office and Police Departments should make public the number and circumstances of all firearms that have been lost or stolen from law enforcement and personal vehicles.*

Recommendation 3: *Marin County Sheriff's Office and Police Departments should update their policies and procedures regarding firearm security, particularly with regard to firearms left in unattended vehicles (departmental and personal) and if a firearm is left in a vehicle, how it is to be secured.*

Recommendation 4: *The Marin County Sheriff and all Police Chiefs should discuss the issue of firearm security including storage, tracking and reporting of lost or stolen firearms at Marin County Police Chief Association meetings and make a recommendation as to whether there should be a standard county policy for leaving a law enforcement firearm in a vehicle.*

Recommendation 5: *Marin County Sheriff's Office and Police Departments should install lock boxes in all department vehicles and require that in the event it is necessary to leave a firearm in a vehicle, the firearm be secured in the lock box.*

Town's Response to Recommendations:

Recommendation 1: The Town has implemented this recommendation. This recommendation has always been the practice of the Town.

Recommendation 2: The Town has implemented this recommendation. Town Police Officers are required to report any lost department owned weapons and such instances are made public. The Town has no records indicating that any firearm has been stolen from the Town, so there is no data to make public. To the extent this recommendation seeks disclosure of officers who have had their privately-owned weapons stolen, that information is protected by crime victim privacy laws.

Recommendation 3: The Town has implemented this recommendation. As referenced above, the Town updated its policy to require officers to secure any firearm in a gun vault secured to the vehicle.

Recommendation 4: The Town has implemented this recommendation. The issue of firearm security was discussed at the May 2016 Marin County Police Chiefs Association meeting. At the meeting, it was decided that the issue of setting a policy should be done by the Chief of each department.

Recommendation 5: The Town has implemented this recommendation.

The Tiburon Town Council reviewed and approved this response on July 20, 2016, at a duly noticed and agendized public meeting. If you have further questions on this matter, please do not hesitate to call.

Very truly yours,

GREG CHANIS
Town Manager

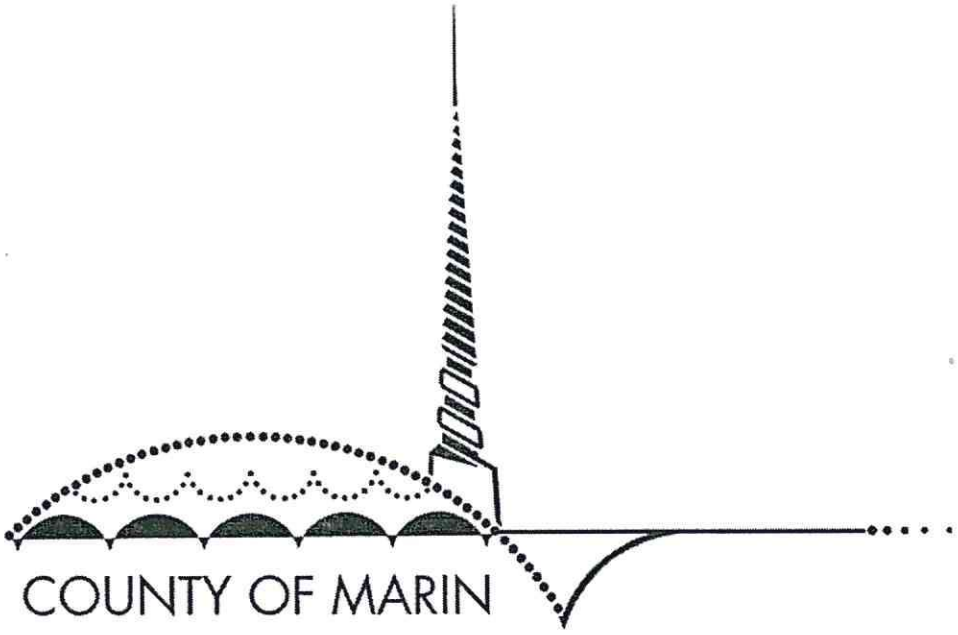
cc: Town Council
Town Attorney

2015/2016 MARIN COUNTY CIVIL GRAND JURY

Police Firearm Security

Keeping Police Guns out of the Hands of Criminals

Report Date: April 21, 2016
Public Release Date: April 28, 2016



Police Firearm Security

Keeping Police Guns out of the Hands of Criminals

SUMMARY

Guns and unattended police cars are a lethal combination. The loss of police firearms from unmarked department vehicles has recently been "front page" news. Use of those firearms in subsequent crimes, including two homicides, has led to increased public concern and calls for changes in police practice and legislation. Three reports of stolen firearms within one month in the Bay Area raise questions and concerns. Further reports of stolen police guns indicate that police are still leaving firearms unsecured in their vehicles and vulnerable to theft.

The Grand Jury investigated the status of law enforcement firearm security in Marin County and which policies, if any, exist to safeguard guns from being lost or stolen. The Grand Jury also investigated whether any changes have been made or are under consideration to prevent police guns from ending up in the hands of criminals. This investigation was prompted in part when, during Grand Jury training, two Marin County police chiefs had distinctly different responses when asked about the firearm thefts. Neither response indicated that the recent thefts of police firearms prompted a change in practice or policy.

The Grand Jury investigation found the incidence of police firearms stolen from vehicles in Marin is low, but thefts have occurred. The "epidemic rise" in auto burglaries suggests that the odds have increased that if a police officer leaves a gun in a vehicle it is more likely it will be stolen. The Grand Jury investigation revealed that in spite of the number of thefts, resulting publicity, a request from the San Francisco Police Chief for policy change,[1] and the deaths of two people killed by stolen law enforcement guns, only one Marin Police agency has changed or amended its gun security policy.[2] At present, most police and sheriff vehicles are not equipped with secured lock boxes to protect firearms left in a vehicle. The Grand Jury believes that the best policy is for law enforcement never to leave a firearm in a vehicle. Short of that, lock boxes should be installed in every department vehicle and policies should state specifically *how* firearms are to be secured. The Grand Jury recommends that a lock box be installed securely within every department vehicle.

In fact, State and local legislation has been proposed and in some cases enacted to require firearms be secured whenever left in a vehicle. This legislation is the result of law enforcement guns being stolen from vehicles and subsequently used in crimes and the public's concern for greater safeguards. The Grand Jury was surprised to find that there is not overwhelming support among Marin law enforcement executives for such laws or ordinances. The Grand Jury believes that such a law can be clear, apply to police and citizens alike and be a "common sense" prevention measure. Law enforcement cannot prevent the public from leaving guns in vehicles. However, law enforcement officers should never leave a gun unsecured in a vehicle.

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[1] Letter from San Francisco Police Chief to the Police Chiefs of Marin County. November 2, 2015.

[2] Fairfax Police Department Policy manual.

BACKGROUND

Theft of police firearms from unmarked police vehicles has recently made headline news in the Bay Area. The murder of a young woman in San Francisco was particularly shocking, in part because the weapon used had been stolen the previous week from an unattended unmarked department vehicle belonging to the Bureau of Land Management[3]. Since that report, several other incidents involving police firearms stolen from department vehicles have been published in Bay Area newspapers:

- The pistol and ammunition belonging to a Hayward police officer assigned to a regional drug task force was stolen from his parked car.[4]
- A department vehicle assigned to the University of California, Berkeley PD chief was burglarized and her firearm, badge and computer were stolen. [5]
- A gun belonging to an Immigration and Customs agent was stolen from a vehicle and used in the slaying of a local artist in Oakland. [6]

Despite these disturbing headlines, once again three guns belonging to FBI agents were stolen from an unmarked vehicle in Benicia.[7]

The cases above are just those that made the headlines. Not all thefts of police firearms do. An NBC Bay Area investigation into the loss and theft of police firearms uncovered that since 2010 more than 500 weapons have gone missing from eight different law enforcement agencies, including the California Highway Patrol, the Federal Drug Enforcement Administration and six Bay Area departments.[8]

The urgency for changes in firearm security policy has been emphasized by Mike Sena, Director of the Northern California Regional Intelligence Center, whose team is responsible for analyzing data on car break-ins. Mr. Sena noted, "Over the last six months, literally auto burglaries have doubled…This is not a rarity, this is happening throughout the Bay Area."[9]

Law enforcement should be held to a higher standard when it comes to gun handling and security. This is especially compelling since theft is a primary way firearms fall into the hands of criminals. Stolen guns present a significant risk to the public and to peace officers. Many stolen guns are subsequently used to commit crimes. A U.S. Department of the Treasury study revealed that nearly a quarter of all Alcohol, Tobacco and Firearms (ATF) gun trafficking investigations involved stolen firearms and were associated with over 11,000 trafficked firearms.[10] A gun acquired through theft is an obvious way to circumvent laws regarding who can own firearms, background checks and gun registration. If a gun is not left in the car, it cannot be stolen.

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[3] NBC Bay Area. http://www.nbcbayarea.com/news/local/Gun-Used-in-Pier-14-Shooting-Stolen-From-Bureau-of-Land-Management-Sources-312517441.html

[4] SF Gate. http://www.sfgate.com/crime/article/Another-law-enforcement-officer-s-gun-stolen-6467108.php

[5] SF Gate. http://www.sfgate.com/crime/article/Stolen-gun-badge-belonged-to-UC-Berkeley-s-top-6462766.php

[6] NBC Bay Area http://www.sfgate.com/crime/article/Another-law-enforcement-officer-s-gun-stolen-6467108.php

[7] SF Gate. http://www.sfgate.com/crime/article/3-guns-stolen-from-FBI-vehicle-in-Benicia-6794467.php

[8] NBC Bay Area. http://www.nbcbayarea.com/investigations/Unaccounted-For-Hundreds-of-Guns-Lost-or-Stolen-From-Bay-Area-Police-Agencies-Since-2010-350768311.html

[9] http://www.nbcbayarea.com/investigations/Car-Burglaries-Hit-Epidemic-Levels-Across-the-Bay-Area-344920362.html

[10] US General Accounting Office (GAO) http://www.gao.gov/new.items/d03688.pdf

Currently there are no state laws or guidelines that mandate how California peace officers transport and secure firearms in vehicles. Individual police agencies, however, *do* have policy manuals that spell out expectations, rules and guidelines, and officers must comply with those. Policies generally require that officers ensure that all firearms are locked and secured while in their homes, vehicles and other areas in a manner that will assure they are inaccessible to children and others who should not have access to guns. However, implementation of these policies is left up to the discretion and judgment of individual officers.

In response to recently reported thefts, several Bay Area police departments have developed and/or amended policies to address how firearms are to be secured if left in a vehicle. These policies range from informing officers of best ways to secure a firearm in a vehicle —usually in a locked trunk or lock box secured in the car —to mandating that a firearm simply never be left in an unattended vehicle. Several cities have also responded with ordinances aimed at preventing guns from being left and then stolen from vehicles. Most notably, San Francisco and Oakland have passed new legislation.

San Francisco's legislation mandates anyone leaving a firearm in an unattended vehicle in San Francisco must lock the firearm in a trunk that can not be opened from the main body of the vehicle, or inside a box permanently attached to the vehicle. If the vehicle lacks a trunk, the lock box should be under a seat or otherwise hidden from view. A violation is a misdemeanor offense, punishable by a fine of up to $10,000 and six months in jail.[11]

Oakland's legislation specifically addresses city-owned firearms left unattended in police vehicles, city vehicles, and officer's private vehicles.[12] The ordinance codifies the City's policy intent and directive that the City establish a higher level of safety to protect the public, residents and Oakland police officers from the harm and threat stolen guns pose.

Based on the number of recent thefts of firearms from Bay Area police agencies, the Marin County Civil Grand Jury initiated an investigation to determine the status of law enforcement firearm security in Marin County and what policies exist to safeguard guns from being lost or stolen. Most importantly, (with the current rash of firearms stolen from law enforcement officer's vehicles), have the Marin County Sheriff and Police Department Chiefs proposed any changes to their policies to safeguard Marin agencies from becoming "front page news"?

[11] San Francisco Ordinance. https://sfgov.legistar.com/View.ashx?M=F&ID=4226996&GUID=F8A6CC97-37F3-42F7-B382-36D68EEB48D6

[12] Oakland City Council Ordinance No. 13351. February 11, 2016.

METHODOLOGY

The Grand Jury reviewed the policies for each of the City Police departments and the County Sheriff specifically for sections that apply to firearms. This included written policy on the transportation, storage, and reporting of any losses and/or thefts. With the exception of the Sheriff's Department, all the City Police agencies contract with Lexipol, a company that provides model policies to police agencies for use in developing their individual written department policies.

The Grand Jury met and interviewed each Police Chief[13] and the Sheriff regarding the following:

- Policies and training specific to firearm security
- Administration and regularity of inventories of department firearms
- Data on lost, stolen and/or unaccounted for agency firearms
- Data on crime statistics of firearm thefts from homes and vehicles over the last five years
- Any policy changes proposed by the Sheriff and Chiefs to decrease the risk of firearm theft from law enforcement officers

DISCUSSION

Marin County law enforcement agencies reported few police firearms stolen during the last 5 years.[14] Nevertheless, any firearm stolen is in the hands of a criminal. This is particularly reckless if the firearm is one entrusted to or owned by a peace officer. None of the County agencies reported any department firearms unaccounted for, but auditing firearm inventory is inconsistent in practice and policy in the County.[15] Unlike the numbers reported from other Bay Area agencies, however, Marin agencies assert they are not losing track of their firearms. [16]

Policy and Procedure

The Grand Jury asked the Sheriff and all nine Police Chiefs about their policies and procedures for securing firearms in vehicles both on and off duty. The consensus was that it is "common sense" and officers are expected to be responsible. Only one agency has amended its policy specifically to forbid a firearm ever being left in an unattended vehicle.[17]

A review of the police policy manuals found that whenever reference was made to securing firearms in vehicles it was incorporated in the Firearms Policy, usually in a section titled "Storage of Firearms at Home". Three agencies title the section "Storage at Home or in Vehicles". This policy complies with CA Penal Code 25100, which addresses firearm storage, and is intended to keep guns out of the hands of children and other persons statutorily forbidden to possess a firearm. Other language specifies how to secure firearms within the jail or the police facility but, with the exception of two agencies, local policies include no specific reference regarding securing firearms in personal or department vehicles. Of those two agencies, one explicitly forbids that a firearm be left in a vehicle, and the other agency prescribes how and

[13] In the case of Novato, we interviewed the acting Police Chief as the Chief was on extended sick leave.
[14] Marin Police Chief Interviews
[15] Marin Police Chief Interviews
[16] NBC Bay Area. http://www.nbcbayarea.com/investigations/Unaccounted-For-Hundreds-of-Guns-Lost-or-Stolen-From-Bay-Area-Police-Agencies-Since-2010-350768311.html
[17] Fairfax Police Policy Manual

when leaving a gun in a vehicle is allowed.[18] The reporting of any loss or theft of a firearm is included in general policies regarding department property.

The Grand Jury asked the police chiefs and Sheriff as to whether any discussions or consideration occurred in the wake of the recent high profile thefts of firearms from unattended police vehicles. These cases were particularly troubling given the subsequent criminal use of those stolen guns. The Grand Jury was surprised to hear that discussion of the issue has been minimal and not discussed at the Marin County Chiefs Association meetings. [19] In addition, we were told that no request was made to Lexipol regarding potential or current changes to existing policy regarding increased firearm security.

Our surprise turned to concern in light of a letter dated November 2, 2015 from San Francisco Police Chief Suhr and sent to all Bay Area police chiefs, including those in Marin County[20]. In that letter Chief Suhr stated that after a gun stolen from the vehicle of a law enforcement officer was used in the killing of a young woman in San Francisco, "One would think that would have all law enforcement officers taking extra measures to make sure their weapons are secure. That said, as recently as last week, another firearm was reported stolen from the vehicle of a law enforcement officer". He went on to say that law enforcement cannot control what is left in vehicles by the general public, but they can take steps to reduce the likelihood of a law enforcement firearm being stolen and used in a crime. The Chief stated one of the things that keeps him up at night is worry that a weapon stolen from the vehicle of a law enforcement officer could be used to shoot or kill someone. He told the Bay Area Chiefs that he has issued an order (policy) that prescribes how SFPD officers are to secure their firearms properly and enclosed a copy of that order in his letter. He asked his fellow Chiefs to review the directive and "consider adopting a similar policy. " At the minimum he recommended that they request that their respective officers, when in San Francisco, secure their firearms consistent with SFPD policy. He signed off with the request to "please help me in keeping San Francisco safe". Clearly, Chief Suhr sees a correlation between public safety and securing law enforcement firearms when they are left in vehicles.

Securing a Firearm in a Vehicle

The Grand Jury asked the Marin County Sheriff and Police Chiefs whether department vehicles are equipped with a lock box or some other means to secure a firearm should there be a need to leave the vehicle unattended. Marked vehicles and some specialty vehicles have mounted locking devices primarily used for rifles and shotguns. Few, if any vehicles have a means to secure an officer's handgun. The response to the Grand Jury's inquiry was mixed as to the utility of a lock box. One Chief stated that it might "slow an officer down" if a firearm was quickly needed, though another Chief thought that it would be a great idea. A third Chief felt guns should not be left in cars at all. This is, of course, the surest way to prevent an unattended gun from being stolen.

Officers do carry handguns and those guns usually are carried concealed on their person - even while driving. There are times when leaving a firearm in the vehicle may be necessary, although some Chiefs are of the belief that, if an officer does carry a gun, he/she should carry it and not

[18] Marin County Police Policy Manuals and the County Sheriff's Policy Manual
[19] Marin County Police Chief Interviews
[20] Letter from San Francisco Police Chief to the Police Chiefs of Marin County. November 2, 2015.

leave it. As noted, one Marin Police department absolutely prohibits leaving a gun in a vehicle.[21] This is, of course, the best way to prevent a gun from being stolen. Firearm lockboxes for cars are available for as little as $50, while most recommended boxes cost between $100-$200. When one considers the cost of the handgun, car and all of the safety equipment that departments consider mandatory, adding $100-$200 per lockbox seems a very reasonable price to assure that guns can be secured in vehicles when necessary.

Legislation

Responding to public concern, legislators on the State and local level are proposing laws that would require securing firearms left in unattended vehicles and timely reporting of any stolen firearms. Oakland, San Francisco, Sunnyvale, and Berkeley are just a few that have passed or are proposing ordinances. Tiburon has amended its ordinance to require timely reporting. On the State level, pending legislation includes Senate Bill 869[22] which would require all firearms left in vehicles to be secured in a locked trunk or secured box and "The Safety for All Act of 2016"[23] would require all lost or stolen guns be reported.

Of course, Marin County would be included under any proposed State legislation that becomes law. Should this legislation not be passed at the State level, however, it is incumbent on Marin County, cities and towns to implement our own policies and procedures to protect officers and the general public. Nevertheless, Marin law enforcement executives were of mixed opinion on the value of prospective ordinances or laws. Some felt that there is no need and others felt that, if it applied to everyone and "not just cops", then it might be a good idea. Several Chiefs did mention that the proposed legislation in Sacramento would make local ordinances unnecessary. The California Police Chiefs Association,[24] which takes positions on proposed legislation and employs a legal advocacy law firm, is currently just "watching" SB 869 rather than supporting it[25].

Watching and waiting is no solution to keeping police guns out of the hands of criminals.

[21] Fairfax Police Policy Manual
[22] Senate Bill 869. http://www.guns.com/2016/01/14/california-moves-to-criminalize-cops-leaving-guns-unsecured-in-cars/
[23] The Safety for All Act of 2016. http://smartgunlaws.org/wp-content/uploads/2015/10/SafetyForAllActFinal.pdf
[24] California Police Chiefs Association.http://www.californiapolicechiefs.org/bill-positions-legislative-report
[25] Senate Bill 869 http://www.guns.com/2016/01/14/california-moves-to-criminalize-cops-leaving-guns-unsecured-in-cars/

FINDINGS

F1. Firearms left in unattended vehicles are vulnerable to theft and, if stolen, are in the hands of criminals.

F2. Firearms belonging to Marin County peace officers have been stolen from their vehicles, although the incidence is low.

F3. There is currently no public tracking of lost or stolen firearms from Marin County peace officers, making the number of firearms missing difficult to determine.

F4. With the exception the Fairfax Police Department, Marin County Police Departments and the Sheriff's Office have not amended or updated their policies in response to high profile reports of law enforcement guns being stolen from vehicles.

F5. Most Marin County Police and Sheriff's Departments do not have a clear-cut policy and/or procedure specifying how firearms are to be secured if left in an unattended vehicle.

F6. Neither the general topic of firearm security nor a specific letter from the SF Chief has been discussed at Marin County Police Chief's Association meetings. The view commonly expressed by the law enforcement executives is that it is a "common sense" responsibility and understood as such by deputies and officers.

F7. Concern for public safety has led to proposed State and some recent local legislation (in San Francisco and Oakland) requiring that firearms be secured in all unattended vehicles.

F8. Specifically designed lock boxes are readily available for safely securing firearms inside a vehicle, should a gun and vehicle need to be left unattended.

RECOMMENDATIONS

R1. Marin County Sheriff's Office and Police Departments should track and record all firearms that have been lost or stolen from law enforcement and personal vehicles.

R2. Marin County Sheriff's Office and Police Departments should make public the number and circumstances of all firearms that have been lost or stolen from law enforcement and personal vehicles.

R3. Marin County Sheriff's Office and Police Departments should update their policies and procedures regarding firearm security, particularly with regard to firearms left in unattended vehicles (departmental and personal) and if a firearm is left in a vehicle, how it is to be secured.

R4. The Marin County Sheriff and all Police Chiefs should discuss the issue of firearm security including storage, tracking and reporting of lost or stolen firearms at Marin County Police Chief Association meetings and make a recommendation as to whether there should be a standard county policy for leaving a law enforcement firearm in a vehicle.

R5. Marin County Sheriff's Office and Police Departments should install lock boxes in all department vehicles and require that in the event it is necessary to leave a firearm in a vehicle, the firearm be secured in the lock box.

REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses as follows:

From the following governing bodies:

- The Cities and Towns of Belvedere, Corte Madera, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito and Tiburon: F1 - F8 and R1 - R5
- The Town of Fairfax F1 – F8 and R1, R2, R4, R5
- Central Marin Police Authority: F1 - F8 and R1 - R5

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted in accordance with Penal Code section 933 (c) and subject to the notice, agenda and open meeting requirements of the Brown Act.

From the following individuals:

- The Marin County Sheriff: F1 - F8 and R1 - R5

The Grand Jury invites the following individuals to respond:

- President, The Marin County Police Chiefs Association: F1 - F8 and R1 - R5
- The Police Chiefs of Belvedere, Mill Valley, Novato, Ross, San Rafael, Sausalito, Tiburon and Central Marin Police Authority: F1 – F8 and R1 – R5
- The Police Chief of Fairfax: F1 – F8 and R1, R2, R4, R5

Note: At the time this report was prepared, information was available at the websites listed.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: 4(a)

STAFF REPORT

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

From: **Town Manager**

Subject: **Consideration to Approve the Town's Response to the Marin County Grand Jury's Report, Police Firearm Security: Keeping Police Guns out of the Hands of Criminals**

Reviewed By:

BACKGROUND

On April 21, 2016, the Marin County Grand Jury issued a report called Police Firearm Security: Keeping Police Guns Out of the Hands of Criminals. The report reviewed every Marin County law enforcement agency's policies and training regarding firearm security. The report seeks the Town's response to eight Findings and five Recommendations. The response must conform to the format required by Penal Code section 933.05.

The Town drafted a written response to the Grand Jury Report which is attached hereto for the Town Council's review.

RECOMMENDATION

Staff recommends that the Town Council review and approve the attached response to the Marin County Civil Grand Jury Report, Police Firearm Security: Keeping Police Guns out of the Hands of Criminals.

EXHIBITS

- Draft Response to Grand Jury: Police Firearm Security
- Grand Jury Report: Police Firearm Security

Prepared By: Benjamin Stock, Town Attorney

RESPONSE TO GRAND JURY REPORT FORM
Town of Tiburon

Report Title: Police Firearm Security

Report Date: April 21, 2016

Public Release: April 28, 2016

Response By: Greg Chanis

FINDINGS

- We agree with the findings numbered: F1, F2, F6, F7, and F8
- We disagree wholly or partially with the findings numbered: F3, F4, and F5

RECOMMENDATIONS

- Recommendations numbered R1-R5 have been implemented.
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

Date: _____ Signed: _____
GREG CHANIS, TOWN MANAGER

Number of Pages Attached: 4

July 21, 2016

The Honorable Kelly V. Simmons
Judge of the Marin County Superior Court
Post Office Box 4988
San Rafael, CA 94913-4988

Mr. John Mann, Foreperson
Marin County Grand Jury
3501 Civic Center Drive, Room 275
San Rafael, CA 94903

Re: Response to Grand Jury Report April 21, 2016
Police Firearm Security

Dear Honorable Judge Simmons and Mr. Mann:

This letter explains in detail the Town of Tiburon's response to the Grand Jury Report dated April 21, 2016. The Report directs the Town to respond to Findings Nos. 1-8 and Recommendations Nos. 1-5. The Findings involve conclusions of fact that the Town has little or no independent basis to evaluate. In responding to these Findings, the Town assumes that the information in the Report is correct and relies on that information.

FINDINGS

Finding 1: *Firearms left in unattended vehicles are vulnerable to theft and, if stolen, are in the hands of criminals.*

Town's Response to Finding 1:

The Town agrees with the finding. Any item of value left unattended in a vehicle is vulnerable to theft. Once that item is stolen, the person who stole it is by definition a criminal.

Finding 2: *Firearms belonging to Marin County peace officers have been stolen from their vehicles, although the incidence is low.*

Town's Response to Finding 2:

The Town agrees with this finding. While the Town does not have any independent knowledge about the rate of firearms being stolen from other jurisdictions, it is presumed that the rate is low.

Finding 3: *There is currently no public tracking of lost or stolen firearms from Marin County peace officers, making the number of firearms missing difficult to determine.*

Town's Response to Finding 3:

The Town disagrees with this finding. Stolen firearms are tracked in the Federal Automated Firearms System, which is accessible to law enforcement agencies.

Finding 4: *With the exception the Fairfax Police Department, Marin County Police Departments and the Sheriff's Office have not amended or updated their policies in response to high profile reports of law enforcement guns being stolen from vehicles.*

Town's Response to Finding 4:

The Town disagrees with this finding. The Town amended its firearm policy to require that all officers adequately secure unattended firearms in any vehicle.

Finding 5: *Most Marin County Police and Sheriff's Departments do not have a clear-cut policy and/or procedure specifying how firearms are to be secured if left in an unattended vehicle.*

Town's Response to Finding 5:

The Town disagrees with this finding. The Town does have a clear-cut procedure specifying how firearms are to be secured if left in an unattended vehicle. Each officer is required to secure any firearm in a gun vault secured to the vehicle. However, the Town is not in a position to comment on other public entities policies.

Finding 6: *Neither the general topic of firearm security nor a specific letter from the SF Chief has been discussed at Marin County Police Chief's Association meetings. The view commonly expressed by the law enforcement executives is that it is a "common sense" responsibility and understood as such by deputies and officers.*

Town's Response to Finding 6:

The Town agrees with this finding. However, the Marin County Police Chief's Association did discuss this matter at their May 2016 meeting.

Finding 7: *Concern for public safety has led to proposed State and some recent local legislation (in San Francisco and Oakland) requiring that firearms be secured in all unattended vehicles.*

Town's Response to Finding 7:

The Town agrees with this finding.

Finding 8: *Specifically designed lock boxes are readily available for safely securing firearms inside a vehicle, should a gun and vehicle need to be left unattended.*

Town's Response to Finding 8:

The Town agrees with this finding.

RECOMMENDATIONS

Recommendation 1: *Marin County Sheriff's Office and Police Departments should track and record all firearms that have been lost or stolen from law enforcement and personal vehicles.*

Recommendation 2: *Marin County Sheriff's Office and Police Departments should make public the number and circumstances of all firearms that have been lost or stolen from law enforcement and personal vehicles.*

Recommendation 3: *Marin County Sheriff's Office and Police Departments should update their policies and procedures regarding firearm security, particularly with regard to firearms left in unattended vehicles (departmental and personal) and if a firearm is left in a vehicle, how it is to be secured.*

Recommendation 4: *The Marin County Sheriff and all Police Chiefs should discuss the issue of firearm security including storage, tracking and reporting of lost or stolen firearms at Marin County Police Chief Association meetings and make a recommendation as to whether there should be a standard county policy for leaving a law enforcement firearm in a vehicle.*

Recommendation 5: *Marin County Sheriff's Office and Police Departments should install lock boxes in all department vehicles and require that in the event it is necessary to leave a firearm in a vehicle, the firearm be secured in the lock box.*

Town's Response to Recommendations:

Recommendation 1: The Town has implemented this recommendation. This recommendation has always been the practice of the Town.

Recommendation 2: The Town has implemented this recommendation. Town Police Officers are required to report any lost department owned weapons and such instances are made public. The Town has no records indicating that any firearm has been stolen from the Town, so there is no data to make public. To the extent this recommendation seeks disclosure of officers who have had their privately-owned weapons stolen, that information is protected by crime victim privacy laws.

Recommendation 3: The Town has implemented this recommendation. As referenced above, the Town updated its policy to require officers to secure any firearm in a gun vault secured to the vehicle.

Recommendation 4: The Town has implemented this recommendation. The issue of firearm security was discussed at the May 2016 Marin County Police Chiefs Association meeting. At the meeting, it was decided that the issue of setting a policy should be done by the Chief of each department.

Recommendation 5: The Town has implemented this recommendation.

The Tiburon Town Council reviewed and approved this response on July 20, 2016, at a duly noticed and agendized public meeting. If you have further questions on this matter, please do not hesitate to call.

Very truly yours,

GREG CHANIS
Town Manager

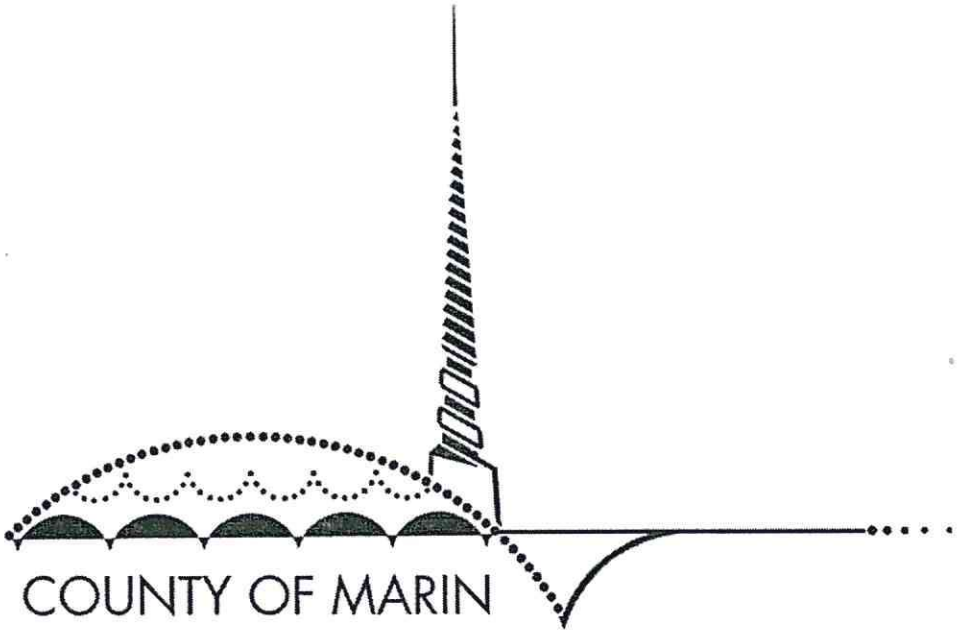
cc: Town Council
Town Attorney

2015/2016 MARIN COUNTY CIVIL GRAND JURY

Police Firearm Security

Keeping Police Guns out of the Hands of Criminals

Report Date: April 21, 2016
Public Release Date: April 28, 2016



Police Firearm Security

Keeping Police Guns out of the Hands of Criminals

SUMMARY

Guns and unattended police cars are a lethal combination. The loss of police firearms from unmarked department vehicles has recently been "front page" news. Use of those firearms in subsequent crimes, including two homicides, has led to increased public concern and calls for changes in police practice and legislation. Three reports of stolen firearms within one month in the Bay Area raise questions and concerns. Further reports of stolen police guns indicate that police are still leaving firearms unsecured in their vehicles and vulnerable to theft.

The Grand Jury investigated the status of law enforcement firearm security in Marin County and which policies, if any, exist to safeguard guns from being lost or stolen. The Grand Jury also investigated whether any changes have been made or are under consideration to prevent police guns from ending up in the hands of criminals. This investigation was prompted in part when, during Grand Jury training, two Marin County police chiefs had distinctly different responses when asked about the firearm thefts. Neither response indicated that the recent thefts of police firearms prompted a change in practice or policy.

The Grand Jury investigation found the incidence of police firearms stolen from vehicles in Marin is low, but thefts have occurred. The "epidemic rise" in auto burglaries suggests that the odds have increased that if a police officer leaves a gun in a vehicle it is more likely it will be stolen. The Grand Jury investigation revealed that in spite of the number of thefts, resulting publicity, a request from the San Francisco Police Chief for policy change,[1] and the deaths of two people killed by stolen law enforcement guns, only one Marin Police agency has changed or amended its gun security policy.[2] At present, most police and sheriff vehicles are not equipped with secured lock boxes to protect firearms left in a vehicle. The Grand Jury believes that the best policy is for law enforcement never to leave a firearm in a vehicle. Short of that, lock boxes should be installed in every department vehicle and policies should state specifically *how* firearms are to be secured. The Grand Jury recommends that a lock box be installed securely within every department vehicle.

In fact, State and local legislation has been proposed and in some cases enacted to require firearms be secured whenever left in a vehicle. This legislation is the result of law enforcement guns being stolen from vehicles and subsequently used in crimes and the public's concern for greater safeguards. The Grand Jury was surprised to find that there is not overwhelming support among Marin law enforcement executives for such laws or ordinances. The Grand Jury believes that such a law can be clear, apply to police and citizens alike and be a "common sense" prevention measure. Law enforcement cannot prevent the public from leaving guns in vehicles. However, law enforcement officers should never leave a gun unsecured in a vehicle.

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[1] Letter from San Francisco Police Chief to the Police Chiefs of Marin County. November 2, 2015.

[2] Fairfax Police Department Policy manual.

BACKGROUND

Theft of police firearms from unmarked police vehicles has recently made headline news in the Bay Area. The murder of a young woman in San Francisco was particularly shocking, in part because the weapon used had been stolen the previous week from an unattended unmarked department vehicle belonging to the Bureau of Land Management[3]. Since that report, several other incidents involving police firearms stolen from department vehicles have been published in Bay Area newspapers:

- The pistol and ammunition belonging to a Hayward police officer assigned to a regional drug task force was stolen from his parked car.[4]
- A department vehicle assigned to the University of California, Berkeley PD chief was burglarized and her firearm, badge and computer were stolen. [5]
- A gun belonging to an Immigration and Customs agent was stolen from a vehicle and used in the slaying of a local artist in Oakland. [6]

Despite these disturbing headlines, once again three guns belonging to FBI agents were stolen from an unmarked vehicle in Benicia.[7]

The cases above are just those that made the headlines. Not all thefts of police firearms do. An NBC Bay Area investigation into the loss and theft of police firearms uncovered that since 2010 more than 500 weapons have gone missing from eight different law enforcement agencies, including the California Highway Patrol, the Federal Drug Enforcement Administration and six Bay Area departments.[8]

The urgency for changes in firearm security policy has been emphasized by Mike Sena, Director of the Northern California Regional Intelligence Center, whose team is responsible for analyzing data on car break-ins. Mr. Sena noted, "Over the last six months, literally auto burglaries have doubled…This is not a rarity, this is happening throughout the Bay Area."[9]

Law enforcement should be held to a higher standard when it comes to gun handling and security. This is especially compelling since theft is a primary way firearms fall into the hands of criminals. Stolen guns present a significant risk to the public and to peace officers. Many stolen guns are subsequently used to commit crimes. A U.S. Department of the Treasury study revealed that nearly a quarter of all Alcohol, Tobacco and Firearms (ATF) gun trafficking investigations involved stolen firearms and were associated with over 11,000 trafficked firearms.[10] A gun acquired through theft is an obvious way to circumvent laws regarding who can own firearms, background checks and gun registration. If a gun is not left in the car, it cannot be stolen.

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[3] NBC Bay Area. http://www.nbcbayarea.com/news/local/Gun-Used-in-Pier-14-Shooting-Stolen-From-Bureau-of-Land-Management-Sources-312517441.html

[4] SF Gate. http://www.sfgate.com/crime/article/Another-law-enforcement-officer-s-gun-stolen-6467108.php

[5] SF Gate. http://www.sfgate.com/crime/article/Stolen-gun-badge-belonged-to-UC-Berkeley-s-top-6462766.php

[6] NBC Bay Area http://www.sfgate.com/crime/article/Another-law-enforcement-officer-s-gun-stolen-6467108.php

[7] SF Gate. http://www.sfgate.com/crime/article/3-guns-stolen-from-FBI-vehicle-in-Benicia-6794467.php

[8] NBC Bay Area. http://www.nbcbayarea.com/investigations/Unaccounted-For-Hundreds-of-Guns-Lost-or-Stolen-From-Bay-Area-Police-Agencies-Since-2010-350768311.html

[9] http://www.nbcbayarea.com/investigations/Car-Burglaries-Hit-Epidemic-Levels-Across-the-Bay-Area-344920362.html

[10] US General Accounting Office (GAO) http://www.gao.gov/new.items/d03688.pdf

Currently there are no state laws or guidelines that mandate how California peace officers transport and secure firearms in vehicles. Individual police agencies, however, *do* have policy manuals that spell out expectations, rules and guidelines, and officers must comply with those. Policies generally require that officers ensure that all firearms are locked and secured while in their homes, vehicles and other areas in a manner that will assure they are inaccessible to children and others who should not have access to guns. However, implementation of these policies is left up to the discretion and judgment of individual officers.

In response to recently reported thefts, several Bay Area police departments have developed and/or amended policies to address how firearms are to be secured if left in a vehicle. These policies range from informing officers of best ways to secure a firearm in a vehicle —usually in a locked trunk or lock box secured in the car —to mandating that a firearm simply never be left in an unattended vehicle. Several cities have also responded with ordinances aimed at preventing guns from being left and then stolen from vehicles. Most notably, San Francisco and Oakland have passed new legislation.

San Francisco's legislation mandates anyone leaving a firearm in an unattended vehicle in San Francisco must lock the firearm in a trunk that can not be opened from the main body of the vehicle, or inside a box permanently attached to the vehicle. If the vehicle lacks a trunk, the lock box should be under a seat or otherwise hidden from view. A violation is a misdemeanor offense, punishable by a fine of up to $10,000 and six months in jail.[11]

Oakland's legislation specifically addresses city-owned firearms left unattended in police vehicles, city vehicles, and officer's private vehicles.[12] The ordinance codifies the City's policy intent and directive that the City establish a higher level of safety to protect the public, residents and Oakland police officers from the harm and threat stolen guns pose.

Based on the number of recent thefts of firearms from Bay Area police agencies, the Marin County Civil Grand Jury initiated an investigation to determine the status of law enforcement firearm security in Marin County and what policies exist to safeguard guns from being lost or stolen. Most importantly, (with the current rash of firearms stolen from law enforcement officer's vehicles), have the Marin County Sheriff and Police Department Chiefs proposed any changes to their policies to safeguard Marin agencies from becoming "front page news"?

[11] San Francisco Ordinance. https://sfgov.legistar.com/View.ashx?M=F&ID=4226996&GUID=F8A6CC97-37F3-42F7-B382-36D68EEB48D6

[12] Oakland City Council Ordinance No. 13351. February 11, 2016.

METHODOLOGY

The Grand Jury reviewed the policies for each of the City Police departments and the County Sheriff specifically for sections that apply to firearms. This included written policy on the transportation, storage, and reporting of any losses and/or thefts. With the exception of the Sheriff's Department, all the City Police agencies contract with Lexipol, a company that provides model policies to police agencies for use in developing their individual written department policies.

The Grand Jury met and interviewed each Police Chief[13] and the Sheriff regarding the following:

- Policies and training specific to firearm security
- Administration and regularity of inventories of department firearms
- Data on lost, stolen and/or unaccounted for agency firearms
- Data on crime statistics of firearm thefts from homes and vehicles over the last five years
- Any policy changes proposed by the Sheriff and Chiefs to decrease the risk of firearm theft from law enforcement officers

DISCUSSION

Marin County law enforcement agencies reported few police firearms stolen during the last 5 years.[14] Nevertheless, any firearm stolen is in the hands of a criminal. This is particularly reckless if the firearm is one entrusted to or owned by a peace officer. None of the County agencies reported any department firearms unaccounted for, but auditing firearm inventory is inconsistent in practice and policy in the County.[15] Unlike the numbers reported from other Bay Area agencies, however, Marin agencies assert they are not losing track of their firearms. [16]

Policy and Procedure

The Grand Jury asked the Sheriff and all nine Police Chiefs about their policies and procedures for securing firearms in vehicles both on and off duty. The consensus was that it is "common sense" and officers are expected to be responsible. Only one agency has amended its policy specifically to forbid a firearm ever being left in an unattended vehicle.[17]

A review of the police policy manuals found that whenever reference was made to securing firearms in vehicles it was incorporated in the Firearms Policy, usually in a section titled "Storage of Firearms at Home". Three agencies title the section "Storage at Home or in Vehicles". This policy complies with CA Penal Code 25100, which addresses firearm storage, and is intended to keep guns out of the hands of children and other persons statutorily forbidden to possess a firearm. Other language specifies how to secure firearms within the jail or the police facility but, with the exception of two agencies, local policies include no specific reference regarding securing firearms in personal or department vehicles. Of those two agencies, one explicitly forbids that a firearm be left in a vehicle, and the other agency prescribes how and

[13] In the case of Novato, we interviewed the acting Police Chief as the Chief was on extended sick leave.
[14] Marin Police Chief Interviews
[15] Marin Police Chief Interviews
[16] NBC Bay Area. http://www.nbcbayarea.com/investigations/Unaccounted-For-Hundreds-of-Guns-Lost-or-Stolen-From-Bay-Area-Police-Agencies-Since-2010-350768311.html
[17] Fairfax Police Policy Manual

when leaving a gun in a vehicle is allowed.[18] The reporting of any loss or theft of a firearm is included in general policies regarding department property.

The Grand Jury asked the police chiefs and Sheriff as to whether any discussions or consideration occurred in the wake of the recent high profile thefts of firearms from unattended police vehicles. These cases were particularly troubling given the subsequent criminal use of those stolen guns. The Grand Jury was surprised to hear that discussion of the issue has been minimal and not discussed at the Marin County Chiefs Association meetings. [19] In addition, we were told that no request was made to Lexipol regarding potential or current changes to existing policy regarding increased firearm security.

Our surprise turned to concern in light of a letter dated November 2, 2015 from San Francisco Police Chief Suhr and sent to all Bay Area police chiefs, including those in Marin County[20]. In that letter Chief Suhr stated that after a gun stolen from the vehicle of a law enforcement officer was used in the killing of a young woman in San Francisco, "One would think that would have all law enforcement officers taking extra measures to make sure their weapons are secure. That said, as recently as last week, another firearm was reported stolen from the vehicle of a law enforcement officer". He went on to say that law enforcement cannot control what is left in vehicles by the general public, but they can take steps to reduce the likelihood of a law enforcement firearm being stolen and used in a crime. The Chief stated one of the things that keeps him up at night is worry that a weapon stolen from the vehicle of a law enforcement officer could be used to shoot or kill someone. He told the Bay Area Chiefs that he has issued an order (policy) that prescribes how SFPD officers are to secure their firearms properly and enclosed a copy of that order in his letter. He asked his fellow Chiefs to review the directive and "consider adopting a similar policy. " At the minimum he recommended that they request that their respective officers, when in San Francisco, secure their firearms consistent with SFPD policy. He signed off with the request to "please help me in keeping San Francisco safe". Clearly, Chief Suhr sees a correlation between public safety and securing law enforcement firearms when they are left in vehicles.

Securing a Firearm in a Vehicle

The Grand Jury asked the Marin County Sheriff and Police Chiefs whether department vehicles are equipped with a lock box or some other means to secure a firearm should there be a need to leave the vehicle unattended. Marked vehicles and some specialty vehicles have mounted locking devices primarily used for rifles and shotguns. Few, if any vehicles have a means to secure an officer's handgun. The response to the Grand Jury's inquiry was mixed as to the utility of a lock box. One Chief stated that it might "slow an officer down" if a firearm was quickly needed, though another Chief thought that it would be a great idea. A third Chief felt guns should not be left in cars at all. This is, of course, the surest way to prevent an unattended gun from being stolen.

Officers do carry handguns and those guns usually are carried concealed on their person - even while driving. There are times when leaving a firearm in the vehicle may be necessary, although some Chiefs are of the belief that, if an officer does carry a gun, he/she should carry it and not

[18] Marin County Police Policy Manuals and the County Sheriff's Policy Manual
[19] Marin County Police Chief Interviews
[20] Letter from San Francisco Police Chief to the Police Chiefs of Marin County. November 2, 2015.

leave it. As noted, one Marin Police department absolutely prohibits leaving a gun in a vehicle.[21] This is, of course, the best way to prevent a gun from being stolen. Firearm lockboxes for cars are available for as little as $50, while most recommended boxes cost between $100-$200. When one considers the cost of the handgun, car and all of the safety equipment that departments consider mandatory, adding $100-$200 per lockbox seems a very reasonable price to assure that guns can be secured in vehicles when necessary.

Legislation

Responding to public concern, legislators on the State and local level are proposing laws that would require securing firearms left in unattended vehicles and timely reporting of any stolen firearms. Oakland, San Francisco, Sunnyvale, and Berkeley are just a few that have passed or are proposing ordinances. Tiburon has amended its ordinance to require timely reporting. On the State level, pending legislation includes Senate Bill 869[22] which would require all firearms left in vehicles to be secured in a locked trunk or secured box and "The Safety for All Act of 2016"[23] would require all lost or stolen guns be reported.

Of course, Marin County would be included under any proposed State legislation that becomes law. Should this legislation not be passed at the State level, however, it is incumbent on Marin County, cities and towns to implement our own policies and procedures to protect officers and the general public. Nevertheless, Marin law enforcement executives were of mixed opinion on the value of prospective ordinances or laws. Some felt that there is no need and others felt that, if it applied to everyone and "not just cops", then it might be a good idea. Several Chiefs did mention that the proposed legislation in Sacramento would make local ordinances unnecessary. The California Police Chiefs Association,[24] which takes positions on proposed legislation and employs a legal advocacy law firm, is currently just "watching" SB 869 rather than supporting it[25].

Watching and waiting is no solution to keeping police guns out of the hands of criminals.

[21] Fairfax Police Policy Manual
[22] Senate Bill 869. http://www.guns.com/2016/01/14/california-moves-to-criminalize-cops-leaving-guns-unsecured-in-cars/
[23] The Safety for All Act of 2016. http://smartgunlaws.org/wp-content/uploads/2015/10/SafetyForAllActFinal.pdf
[24] California Police Chiefs Association.http://www.californiapolicechiefs.org/bill-positions-legislative-report
[25] Senate Bill 869 http://www.guns.com/2016/01/14/california-moves-to-criminalize-cops-leaving-guns-unsecured-in-cars/

FINDINGS

F1. Firearms left in unattended vehicles are vulnerable to theft and, if stolen, are in the hands of criminals.

F2. Firearms belonging to Marin County peace officers have been stolen from their vehicles, although the incidence is low.

F3. There is currently no public tracking of lost or stolen firearms from Marin County peace officers, making the number of firearms missing difficult to determine.

F4. With the exception the Fairfax Police Department, Marin County Police Departments and the Sheriff's Office have not amended or updated their policies in response to high profile reports of law enforcement guns being stolen from vehicles.

F5. Most Marin County Police and Sheriff's Departments do not have a clear-cut policy and/or procedure specifying how firearms are to be secured if left in an unattended vehicle.

F6. Neither the general topic of firearm security nor a specific letter from the SF Chief has been discussed at Marin County Police Chief's Association meetings. The view commonly expressed by the law enforcement executives is that it is a "common sense" responsibility and understood as such by deputies and officers.

F7. Concern for public safety has led to proposed State and some recent local legislation (in San Francisco and Oakland) requiring that firearms be secured in all unattended vehicles.

F8. Specifically designed lock boxes are readily available for safely securing firearms inside a vehicle, should a gun and vehicle need to be left unattended.

RECOMMENDATIONS

R1. Marin County Sheriff's Office and Police Departments should track and record all firearms that have been lost or stolen from law enforcement and personal vehicles.

R2. Marin County Sheriff's Office and Police Departments should make public the number and circumstances of all firearms that have been lost or stolen from law enforcement and personal vehicles.

R3. Marin County Sheriff's Office and Police Departments should update their policies and procedures regarding firearm security, particularly with regard to firearms left in unattended vehicles (departmental and personal) and if a firearm is left in a vehicle, how it is to be secured.

R4. The Marin County Sheriff and all Police Chiefs should discuss the issue of firearm security including storage, tracking and reporting of lost or stolen firearms at Marin County Police Chief Association meetings and make a recommendation as to whether there should be a standard county policy for leaving a law enforcement firearm in a vehicle.

R5. Marin County Sheriff's Office and Police Departments should install lock boxes in all department vehicles and require that in the event it is necessary to leave a firearm in a vehicle, the firearm be secured in the lock box.

REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses as follows:

From the following governing bodies:

- The Cities and Towns of Belvedere, Corte Madera, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito and Tiburon: F1 - F8 and R1 - R5
- The Town of Fairfax F1 – F8 and R1, R2, R4, R5
- Central Marin Police Authority: F1 - F8 and R1 - R5

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted in accordance with Penal Code section 933 (c) and subject to the notice, agenda and open meeting requirements of the Brown Act.

From the following individuals:

- The Marin County Sheriff: F1 - F8 and R1 - R5

The Grand Jury invites the following individuals to respond:

- President, The Marin County Police Chiefs Association: F1 - F8 and R1 - R5
- The Police Chiefs of Belvedere, Mill Valley, Novato, Ross, San Rafael, Sausalito, Tiburon and Central Marin Police Authority: F1 – F8 and R1 – R5
- The Police Chief of Fairfax: F1 – F8 and R1, R2, R4, R5

Note: At the time this report was prepared, information was available at the websites listed.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: CC-5

STAFF REPORT

To: Mayor and Members of the Town Council

From: Office of the Town Manager

Subject: Recommendation to Approve Execution of a Joint Powers Agreement for Hazardous Materials Spill Management

Reviewed By: K.C.

BACKGROUND

In 1982, Marin County cities and Towns, and the County of Marin decided to manage Hazardous Materials incidents through a Joint Powers Agreement (JPA) which is governed by the Marin County Fire Chief's Association.

The JPA obtains funding from the participating signatory agencies, including Marin cities, towns, fire departments, and fire districts. Member agencies set policy, approve budgets and provide vision to the management and leadership of the Hazardous Materials Response Team (HMRT) through the Marin County Fire Chief's Association.

The HMRT consist of trained personnel from the signatory fire agencies and Marin County Sheriff's Office; and includes a compliment of apparatus, equipment and trained technicians and specialists. The JPA provides funding for apparatus, equipment, training, medical monitoring and personal protective equipment. In addition to contribution by signatory agencies, the HMRT has been very successful in receiving grant funding. The grant funding has provided for training, equipment, and the purchase of a dedicated hazardous materials response vehicle. The HMRT also seeks cost recovery from the responsible party of a hazardous materials incident.

The frequency, type, and complexity of hazardous materials incidents have changed considerably since the JPA was first created in 1982. Today the HMRT consists of over 30 members, from 12 fire agencies and the Marin County Sherriff's Office. The HMRT is in the final stages of being recognized by Cal OES as a Type 1 Team. A Type 1 Team provides the highest level of response capability identified by Cal OES.

ANALYSIS

The most recent Joint Powers Agreement for Hazardous Materials Spills Management was finalized in 2005. Prior to its expiration in 2015, upon the request of the Marin County Fire Chief's Association, a one-year extension was approved. The one-year extension provided an opportunity for review of the Agreement to make any necessary changes and improvements.

In addition to the review and updating of the Joint Powers Agreement, the Marin County Fire Chiefs reviewed the overall operations and management of the Hazardous Materials Response Team (HMRT), including the HMRT's mission, goals, capabilities, and the current and future needs of the Team.

The proposed Agreement is for a 10-year term and includes 18 signatory agencies. It can be terminated upon written notice to all the parties 90 days prior to the end of the fiscal year.

The review and updating of the agreement has resulted in general language clean-up throughout the document, including additional wording for clarification purposes. Changes also include:

- Updates to the components of response capability and procedures
- Additional wording for cost recovery and grant funding
- Updates to the cost sharing section to address the recent fire department mergers
- Expanded wording for the duties of the fiscal agent
- Requiring approval of two-thirds (2/3) of the signatory agencies for JPA amendments.

FINANCIAL IMPACT

The current signatory agency contribution total is $75,000 annually. As a result of a financial review, the Marin County Fire Chiefs are requesting to increase the total annual contribution for Fiscal Year 2016-17 to $85,000. The last contribution increase was in Fiscal Year 2013-14.

Following the Fiscal Year 2016-17 increase, the intent is to limit the annual increases to no more than 5% through Fiscal Year 2019-20. The increases are based on analysis of current and future needs. In order to reduce future contribution increases, the Fire Chiefs will be seeking grant funding to replace hazardous materials identification equipment which is now beyond its useful life.

The amount of the annual contribution for each agency is based on population (see page 7 of the proposed agreement). Based upon this formula, the Town's pro rata share of the contribution under the new agreement is 3.3%, or $2,250, for Fiscal Year 2016-17.

RECOMMENDATION

The proposed Joint Powers Agreement for Hazardous Materials Spills Management provides for the continuation of cost effective hazardous materials response by coordinating the management of and the response to hazardous materials incidents throughout the County.

Staff recommends that the Town Council approve and authorize signature of a Joint Powers Agreement for Hazardous Materials Spills Management, effective July 1, 2016.

Exhibits: 1. Proposed agreement, dated July 1, 2016
2. Red-lined version of 2005 agreement

Prepared by: Diane Crane Iacopi, Town Clerk

JOINT POWERS AGREEMENT FOR HAZARDOUS MATERIALS SPILLS MANAGEMENT

THIS AGREEMENT ("Agreement"), is made and entered into as of the 1st day of July 2016, by and between the following public agencies: Cities/Towns of Novato, San Rafael, San Anselmo, Fairfax, Ross, Mill Valley, Belvedere, Tiburon, Sausalito, Corte Madera, Larkspur; County of Marin; Kentfield Fire Protection District; Novato Fire Protection District; Southern Marin Fire Protection District; Tiburon Fire Protection District; Ross Valley Fire Department and Marinwood Community Services District.

RECITALS

This Agreement is predicated upon the following facts:

1. Each of the parties to this Agreement is a "Public Agency" as the term is defined in California Government Code Section 6500 and is authorized to enter into Joint Powers Agreements.

2. The parties are responsible for maintenance of public safety and/or fire protection within their respective jurisdiction within the County of Marin, State of California.

3. Pursuant to Government Code Section 6500 et. seq. commonly known as the Joint Exercise of Powers Act, two or more public agencies may by agreement jointly exercise any power common to the contracting parties.

4. Marin public agencies first entered into an agreement in 1982 for the purposes of coordinating management and response to hazardous materials spills. The current agreement is set to expire on June 30, 2016.

5. Each of the parties desires to enter into a new agreement with each of the other parties for the purposes of coordinating management of and response to hazardous materials spills, establishing a formula for financing joint expenses for such management and response, and defining signatory agency responsibilities.

NOW THEREFORE, in consideration of mutual benefits, covenants and agreements set forth herein, the parties agree as follows:

SECTION 1 Definitions

These definitions shall include any subsequent amendments, deletions or additions to the below mentioned statutes.

A. Hazardous Materials Spill

A hazardous materials spill means an incident or potential incident, which threatens public health or safety involving the unsafe release of a hazardous substance or hazardous waste as defined below. A hazardous substance or hazardous waste means an substance or product for which the manufacturer or producer is required to produce a material safety data sheet prepared pursuant to Section 6390 of the California Labor Code or pursuant to the regulations of the Occupational Safety and Health Administration of the U.S. Department of Labor, or pursuant to the Hazardous Substances Information and Training Act (commencing with Section 6360, Chapter 2.5, part 1 of Division 5 of the California Labor Code), or pursuant to any applicable State of Federal law or regulation; any substance or product which is listed as a radioactive material set forth in Chapter 1, Title 10, Appendix B, maintained and updated by the Nuclear Regulatory Commission; or any substance or product defined as hazardous or extremely hazardous waste by Sections 25115 or 25117 of the California Health and Safety Code and set forth in Sections 66680 and 66685 of Title 22 of the California Code of Regulations. Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, escaping, leaching, dumping, or disposition into the environment. Any material may be added to the list of hazardous materials set forth by applicable State of Federal law or regulation upon a finding by the County Health Officer that it is a material which, because of its quantity, concentration, physical, or chemical characteristics, poses significant present or potential danger to human health and safety or to the environment if released into the environment.

B. Incident Commander

Incident Commander is the individual responsible for the overall management of the incident and is usually from the agency with jurisdiction over the area in which the incident occurred or as designated by such agency.

C. Unified Command

Unified Command is a unified command effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a set of common objectives and strategies.

SECTION 2 Authority and Purpose

A. The purpose of this Agreement is to establish a specially trained capability for the expeditious and economical response to a hazardous materials spill or potential release on public and/or private property within the signatories' jurisdictions.

B. The components of this specialized response capability shall consist of;

1. Hazardous Materials Response Team (HMRT) – The HMRT consists of trained fire service personnel from the signatory agencies and Marin County Sheriff's Office, and includes a compliment of apparatus, equipment and trained technicians and specialists. The HMRT shall assist in the control and containment of hazards created by releases and potential releases which exceed the capability of the jurisdiction having primary responsibility, and which shall provide consultation on identifying and managing hazardous materials releases or potential releases in a manner consistent with all local, state and federal laws and regulations regarding such releases.

2. Support Team – The Support Team consists of trained fire service personnel from the signatory agencies to support the HMRT operating in hazardous environments. The Support Team is restricted from operating within or immediately adjacent to chemical environments where hazardous materials emergency response teams would normally operate. The Support Team normally performs activates such as rescue standby, decontamination, and logistical support, under the direction of the Decon Leader.

C. The fiscal agent shall have the authority to collect response related costs on behalf of signatory agencies. Signatory agencies may also collect their response related costs directly from the responsible party.

D. The fiscal agent shall have the authority, on behalf of the signatory agencies, to apply for, receive, and distribute grants from public or private agencies for the purposes set forth in this Agreement.

SECTION 3 Term of Agreement

A. Except as provided below, the term of this Agreement shall be for ten years, beginning on July 1, 2016 and terminating on June 30, 2026. A signatory agency may withdraw upon giving at least ninety (90) days written notice prior to the end of the fiscal year, effective as of the start of the next fiscal year, to all the other parties to the Agreement.

B. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement. Each party to this Agreement also agrees that the withdrawal of any party from this Agreement shall not affect this Agreement or such remaining party's intent to contract as described herein, with the other then remaining parties to the Agreement other than to alter the pro rata share of costs.

SECTION 4 Operational Responsibilities

A. As soon as practical upon determining that a hazardous materials release or potential release has occurred, the public safety unit first arriving on scene shall:

1. Immediately isolate the scene, deny access to the scene and seek to protect people and/or livestock in the general vicinity.

2. Notify the Marin County Public Safety Communications Center (County Communications) of the location of the incident and affected area, the type of incident (traffic accident, pipe breakage, etc.), the type and quantity of hazardous material or the characteristics of the material if its type is unknown, safe and unsafe routes to the scene, and request immediate notification of the HMRT.

B. Upon notification of a hazardous materials release, County Communications will contact the Marin County Fire Department ECC for dispatch of the HMRT and such other resources as called for by the protocol of the jurisdiction in which the spill occurs. (The California Highway Patrol has jurisdiction over State highways.)

C. For each incident, command responsibility shall be delegated according to applicable State law. Where State law does not designate responsibility, each signatory city and County shall specify in writing to the HMRT at regular intervals command

authority for incidents within its jurisdiction. The incident commander may request additional assistance as he or she deems necessary to restore public health and safety.

D. When the HMRT determines that specialized resources may be required to mitigate the release or assist with clean-up, the HMRT shall provide the Incident Commander with the contact information for such resources.

E. After an incident is under control, as determined by the Incident Commander, the following clean-up protocol shall be followed. First, a reasonable attempt shall be made to give the person(s) responsible for the incident adequate notice and opportunity to remove the hazardous substance. If, in the judgment of the Incident Commander, such opportunity has been adequately provided, considering the conditions, the Incident Commander may authorize additional clean-up operations be carried out, if appropriate, by (1) the City/Town Public Works Department in which the incident occurred, (2) County Public Works for incidents in the unincorporated area, (3) California Department of Transportation for incidents on a State highway, or (4) a licensed Hazardous Waste Clean-up Contractor. The Incident Commander may authorize such additional clean-up arrangements determined to be appropriate for the restoration of public health and safety and for nuisance abatement. Clean-up of private property beyond these requirements shall be the responsibility of the property owner under the auspices of the County Health Officer.

F. Signatory agencies shall cooperate with such incident protocols as this Agreement may require.

SECTION 5. Resource Inventory

A. The signatory agencies agree to fund apparatus, equipment, training, medical monitoring, and personal protective equipment as may be required by the fiscal agent specified in Section 6E to meet state and federal OSHA regulations pertaining to hazardous materials release response.

B. Each signatory agency shall provide the HMRT, when requested, with available information concerning the storage location and use of hazardous materials in its jurisdiction for reference by the HMRT.

SECTION 6. Financing

A. The principles for allocating responsibility for costs arising from response to a hazardous materials release shall be as follows:

1. Primary responsibility for all extraordinary costs related to such an incident rests with the person(s) responsible for the spill. Damages and expenses incurred by the HMRT shall constitute a debt against the person and/or firm causing the incident and shall be collectable by the fiscal agent specified in Section 6E of this agreement. Expenses, as stated above, shall include, but not be limited to, cost attributable to the use of equipment, personnel committed, and any payments required by the HMRT to outside business firms requested by the HMRT to secure, investigate, and monitor remediation and cleanup of the incident. (See Section 13009.6, California Health and Safety Code.)

2. The State of California is not liable for any such costs unless one of its officers, employees, or agents is a person described in Section 6(A) 1 above; or unless the costs are associated with a spill for which a disaster is declared.

3. Funding sources for activities of the HMRT will consist of contributions made by each party in a manner to be determined by the Marin County Fire Chief's Association as provided in subsection B below.

4. To the extent that signatory agencies are not reimbursed for extraordinary costs of managing an incident or its clean-up, the costs shall be the liability of the jurisdiction in which the spill occurred.

B. The fiscal agent shall prepare and submit an annual budget, and any supplemental budget, to the Marin County Fire Chief's Association for approval. Public funds may not be disbursed by the HMRT without adoption of the approved budget, and all receipts and disbursements shall be in strict conformance with the approved budget. Following approval of the budget, and any supplemental budget, the fiscal agent shall invoice each party for its share of the budgeted costs, and payment shall be due to the fiscal agent within 30 days of such invoices.

C. Cost sharing, to support the Hazardous Materials Response Team and to compensate the City of San Rafael for its services as fiscal agent as provided in subsection C below, shall be allocated on a jurisdiction percent of population based on the County of Marin's current census data. Where a Fire District and City share the population, each shall contribute one half of the shared cost.

Jurisdiction	Percent Population
City of Belvedere	1.0
Town of Corte Madera	3.6
County of Marin	11.6
Kentfield FPD	3.0
City of Larkspur	4.8
Marinwood CSD	2.0
City of Mill Valley	5.7
City of Novato	11.65
Novato FPD	11.65
Ross Valley FD*	10.5
City of San Rafael	21.0
Southern Marin FPD**	9.2
Town of Tiburon	3.3
Tiburon FPD	1.0
Total	**100%**

* Ross Valley FD percentage share includes Ross, San Anselmo, and Fairfax.

** Southern Marin FPD percentage share includes Sausalito.

D. Any non-participatory agency shall be responsible for all costs incurred by the Hazardous Materials Response Team.

E. The City of San Rafael is designated to be the fiscal agent of the parties under this Agreement, with the following functions, for which the City of San Rafael shall be reasonably compensated by the parties:

1. Serve as the depository and have custody of all funds from whatever source and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practices.

2. Ensure that the disbursement of funds is in strict conformance with the adopted budget.

3. Provide an annual financial report on a fiscal year basis, and such other financial reports as may be requested by the Marin County Fire Chief's Association.

4. Administer cost recovery procedures for the collection of response related expenses and damages.

5. Serve as the financially responsible party for all grants.

SECTION 7. Amendment

Amendments to this Agreement may be made by the approval of two-thirds (2/3) of the governing boards of the then signatory agencies.

SECTION 8. Notices

Except as provided in Section 3 for notices of withdrawal from this Agreement, all notices required or given pursuant to this Agreement shall be made by depositing same in the U.S. mail, postage paid, and addressed as follows:

Hazardous Materials Response Team, c/o City of San Rafael Fire Department, P.O. Box 151560, San Rafael, CA 94915.

SECTION 9. Hold Harmless

Each party shall indemnify and hold each other party harmless from and against all loss, cost, expense (including attorney's fees and expert witness fees), actions or liability occasioned by or arising out of the negligent acts, or negligent failure to perform under the authority of this Agreement by each party's employees or its agents or contractors.

The tort liability of the parties shall be controlled by the provisions of Government Code Division 3.6, Section 810 et seq.

SECTION 10. Entire Agreement

This JPA sets forth the entire Agreement between the parties with respect to content addressed herein and supersedes all prior agreements, communications, and representations, oral or written, express or implied, since the parties intend that this be an integrated Agreement.

SECTION 11. Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and scanned signature pages shall be treated as valid as the originals.

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

AGENCY: _____

By: _____

ATTEST:

_____

_____

JOINT POWERS AGREEMENT FOR HAZARDOUS MATERIALS
SPILLS MANAGEMENT

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3. Pursuant to Government Code Section 6500 et. seq. commonly known as the Joint Exercise of Powers Act, two or more ~~P~~public agencies may by ~~A~~agreement jointly exercise any power common to the contracting parties.

~~3.~~4. Marin public agencies first entered into an agreement in 1982 for the purposes of coordinating management and response to hazardous materials spills. The current agreement is set to expire on June 30, 2016.

~~4.~~5. Each of the parties desires to enter into ~~an~~ a new agreement with each of the other parties for the purposes of coordinating management of and response to hazardous materials spills, establishing a formula for financing joint expenses for such management and response, and defining signatory agency responsibilities.

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B. Incident Commander

Incident Commander is the individual responsible for the overall management of the incident and is usually from the agency ~~in~~ with jurisdiction over the area in which the incident occurred or as designated by such ~~the~~ agency.

C. Unified Command

Unified Command is a unified command effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a set of common objectives and strategies.

SECTION 2 Authority and Purpose

A. The purpose of this ~~a~~Agreement is to establish a specially trained capability for the expeditious and economical response to a hazardous materials spill or potential release on public and/or private property within the signatories' jurisdictions.

B. The components of this specialized response capability shall consist of:

1. Hazardous Materials Response Team (HMRT) – The HMRT consists of ~~a designated unit of the San Rafael Fire Department and~~ trained fire service personnel from the signatory ~~fire~~ agencies and Marin County Sheriff's Office, and includes ~~hereinafter referred to as the Hazardous Materials Response Team (HMRT). The HMRT consists of~~ a compliment of apparatus, equipment and trained technicians and specialists. The HMRT shall assist in the control and containment of hazards created by releases and potential releases which exceed the capability of the jurisdiction having primary responsibility, and which shall provide consultation on identifying and managing hazardous materials releases or potential releases in a manner consistent with all local, state and federal laws and regulations regarding such releases.

2. ~~A County of Marin Hazardous Materials Management Team, consisting of representatives of the Marin County Fire Department, Office of Emergency Services, District Attorney, Sheriff, Health Department and Department of Public Works, shall be dispatched to the incident by County Communications when requested by the Hazardous Materials Response Team or Incident Commander.~~

Support Team – The Support Team consists of trained fire service personnel from the signatory agencies to support the HMRT operating in hazardous environments. The Support Team is restricted from operating within or immediately adjacent to chemical environments where hazardous materials emergency response teams would normally operate. The Support Team normally performs activates such as rescue

standby, decontamination, and logistical support, under the direction of the Decon Leader.

C. The fiscal agent shall have the authority to collect response related costs on behalf of signatory agencies. Signatory agencies may also collect their response related costs directly from the responsible party.

D. The fiscal agent shall have the authority, on behalf of the signatory agencies, to apply for, receive, and distribute grants from public or private agencies for the purposes set forth in this Agreement.

SECTION 3 Terms of Agreement

A. Except as provided below, the term of this Agreement shall be for ten years, beginning on July 1, ~~2005~~ 2016 and terminating on June 30, ~~2015~~2026. A signatory agency may withdraw upon giving at least ninety (90) days~~'~~ written notice prior to the end of the fiscal year, effective as of the start of the next fiscal year, to all the other parties to the Agreement. ~~adoption of budget with written notice to all of the then parties.~~

B. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement. Each party to this Agreement also ~~certifies~~ agrees that the ~~deletion~~ withdrawal of any party from this Agreement shall not affect this Agreement ~~n~~or ~~the~~ such remaining ~~such~~ party's intent to contract as described ~~above~~ herein, with the other then remaining parties to the Agreement other than to alter the pro rata share of costs.

SECTION 4 Operational Responsibilities

A. As soon as practical upon determining that a hazardous materials release or potential release has occurred, the public safety unit first arriving on scene shall:

1. Immediately isolate the scene, deny access to the scene and seek to protect people and/or livestock in the general vicinity.

2. Notify the Marin County Public Safety Communications Center (County Communications) of the location of the incident and affected area, the type of

incident (traffic accident, pipe breakage, etc.), the type and quantity of hazardous material or the characteristics of the material if its type is unknown, safe and unsafe routes to the scene, and ~~a~~ request immediate notification~~-~~ of ~~to have~~ the ~~Hazardous Materials Response Team~~HMRT ~~immediately requested~~.

B. Upon notification of a hazardous materials release, County Communications will contact the ~~San Rafael Fire Department~~ Marin County Fire Department ECC for dispatch of the ~~Hazardous Materials Response Team~~HMRT and such other resources as called for by the protocol ~~indicates~~ of the jurisdiction in which the spill occurs. (The California Highway Patrol has jurisdiction over State highways.)

C. For each incident, command responsibility shall be delegated according to applicable ~~Sate~~State law. Where State law does not designate responsibility, each signatory city and County shall specify in writing to the ~~Haz Mat~~ HMRT~~Response Team~~ at regular intervals command authority for incidents within its jurisdiction. The incident commander may request additional assistance as he or she deems necessary to restore public health and safety.

D. When the ~~Hazardous Materials Response Team~~ HMRT determines that specialized resources may be required to mitigate the release or assist with clean-up, the HMRT shall provide the Incident Commander with the contact information for such resources.~~shall be advised and provided with the agencies that should be notified.~~

E. After an incident is under control, as determined by the Incident Commander, the following clean-up protocol shall be followed. First, a reasonable attempt shall be made to give the person(s) responsible for the incident adequate notice and opportunity to remove the hazardous substance. If, in the judgment of the Incident Commander, such opportunity has been adequately provided, considering the conditions, the Incident Commander may authorize ~~such~~ additional clean-up operations be carried out, if appropriate, by (1) the City/Town Public Works Department in which the incident occurred, (2) County Public Works for incidents in the unincorporated area, (3) California Department of Transportation ~~Cal-Trans~~ for incidents on a State highway, or (4) a licensed Hazardous Waste Clean-up Contractor. The Incident Commander may

authorize such additional ~~other~~ clean-up arrangements ~~deemed~~ determined to be appropriate for the restoration of public health and~~,~~ safety and for nuisance abatement. Clean-up of private property beyond these requirements shall be the responsibility of the property owner under the auspices of the County Health Officer.

F. Signatory agencies shall cooperate with such incident protocols as this ~~a~~Agreement may require.

~~G. Decon Engine Companies are a special resource staffed Type 1 Engine specifically equipped to set-up and perform decontamination. There are numerous Decon Engine Companies within the county. This resource is not normally dispatched at the time of requesting the HMRT.~~

~~H. Special Ops Trailers are a special resource. There are three (3) Decon Special Ops Trailers within the county. This resource is not normally dispatched at the time of requesting the HMRT.~~

SECTION 5. Resource Inventory

A. The signatory agencies agree to fund apparatus, equipment, training, medical monitoring, and personal protective equipment as may be required by the ~~fiduciary~~ fiscal agent specified in Section 6E to meet state and federal OSHA regulations pertaining to hazardous materials release response.

B. Each signatory agency shall provide the HMRT, when requested, with available information concerning ~~participant to the Agreement shall obtain from their Administrative Agency documentation disclosing~~ the storage location and use of hazardous materials in ~~their~~ its jurisdiction for reference by the ~~Hazardous Material Response Team~~HMRT.

SECTION 6. Financing

A. The principles for allocating ~~cost~~ responsibility for costs arising from response to a hazardous materials release ~~management~~ shall be as follows:

1. Primary responsibility for all extraordinary costs related to such an incident rests with the person(s) responsible for the spill. Damages and expenses incurred by the ~~Hazardous Materials Response Team~~HMRT shall constitute a debt

against the person and/or firm causing the incident and shall be collectable by the ~~fiduciary~~ fiscal agent specified in Section ~~6C~~ 6E of this agreement. Expenses, as stated above, shall include, but not be limited to, cost attributable to the use of equipment, personnel committed, and any payments required by the ~~Hazardous Materials Response Team~~HMRT to outside business firms requested by the ~~Team~~ HMRT to secure, investigate, and monitor remediation and cleanup of the incident. (See~~Reference~~ Section 13009.6, California Health and Safety Code.)

2. The State of California is not liable for any such costs unless one of its officers, employees, or agents is a person described in Section 6(A) 1 above; or unless the costs are associated with a spill for which a disaster is declared.

3. Funding sources for activities of the ~~Authority~~ HMRT will consist of contributions made by each party in a manner to be determined by the Marin County Fire Chief's Association as provided in subsection B below.

4. To the extent that signatory agencies are not reimbursed for extraordinary costs of managing an incident or its clean-up, the costs shall be the liability of the jurisdiction in which the spill occurred.

~~5.~~B. The ~~Hazardous Materials Response Team~~fiscal agent shall prepare and submit an ~~proposed~~ annual budget, and~~or~~ any supplemental budget, ~~shall be submitted~~ to the Marin County Fire Chief's Association for approval ~~in the time and manner as specified~~. Public funds may not be disbursed by the ~~Hazardous Materials Response Team~~HMRT with-out adoption of the approved budget, and all receipts and disbursements shall be in strict conformance with the approved budget. Following approval of the budget, and any supplemental budget, the fiscal agent shall invoice each party for its share of the budgeted costs, and payment shall be due to the fiscal agent within 30 days of such invoices.

~~B~~C. Cost sharing, to support the Hazardous Materials Response Team and to compensate the City of San Rafael for its services as fiscal agent as provided in subsection C below, shall be allocated on a jurisdiction percent of population based on the County of Marin's current census data. Where a Fire District and City share the population, each shall contribute one half of the~~ir~~ shared cost.

Jurisdiction	Percent Population
~~Alto FPD~~	~~2.4~~
City of Belvedere	1.0
Town of Corte Madera	3.6
County of Marin	11.6
Kentfield FPD	3.0
City of Larkspur	4.8
Marinwood CSD	2.0
City of Mill Valley	5.7
City of Novato ~~City~~	~~20.7~~ 11.65
Novato FPD	~~2.6~~ 11.65
~~Ross~~	~~1.1~~
Ross Valley FD*	~~9.4~~ 10.5
City of San Rafael	21.0
Southern Marin FPD**	9.2
Town of ~~Sausalito~~	~~3.1~~
~~Tamalpais FPD~~	~~3.7~~
Tiburon ~~City~~	3.3
Tiburon FPD	1.0
Total	**100%**

* Ross Valley FD percentage share includes Ross, San Anselmo, and Fairfax.

** Southern Marin FPD percentage share includes Sausalito.

D. Any ~~non participatory~~non-participatory agency shall be responsible for all costs incurred by the ~~Haz Mat~~Hazardous Materials Response Team.

E. ~~Pursuant to the requirements of Section 6505.5 of the Government Code~~ The City of San Rafael ~~Fire Department~~ is designated to be the ~~Treasurer, the depository and to have custody of all funds from whatever source~~ fiscal~~and~~ agent of the parties under this Agreement, with ~~to perform~~ the following functions, for which the City of San Rafael shall be reasonably compensated by the parties:

1. Serve as the depository and have custody of all funds from whatever source and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practices.

2. Ensure that the disbursement of funds is in strict conformance with the adopted budget.

3. Provide an annual financial report on a fiscal year basis, and such other financial reports as may be requested by the Marin County Fire Chief's Association.

4. Administer cost recovery procedures for the collection of response related expenses and damages.

5. Serve as the financially responsible party for all grants.

~~D.~~

~~a. Receive and receipt all money for the Hazardous Materials Response Team and place it for credit of the San Rafael Hazardous Material Fund.~~

SECTION 7. Amendment

~~Non-substantial amendments~~ Amendments to this Agreement may be made ~~by~~ by the approval of two-thirds (2/3) ~~vote~~ of the governing boards of the then signatory agencies.~~Marin County Fire Chiefs' Association.~~

SECTION 8. Notices

Except as provided in Section 3 for notices of withdrawal from this Agreement, all ~~All~~ notices required or given pursuant to this Agreement shall be made by depositing same in the U.S. mail, postage paid, and addressed as follows:

Hazardous Materials Response Team, c/o City of San Rafael Fire Department, ~~1039 C Street~~P.O. Box 151560, San Rafael, CA ~~94901~~94915.

SECTION 9. Hold Harmless

Each party shall indemnify and hold each other party harmless from and against all loss, cost, expense (including attorney's fees and expert witness fees), actions or liability occasioned by or arising out of the negligent acts, or negligent failure to perform under the authority of this Agreement by each ~~other~~ party's employees or its agents or contractors.

The tort liability of the ~~Authority~~ parties shall be controlled by the provisions of Government Code Division 3.6, Section 810 et seq. ~~of the Government Code.~~

~~The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.~~

SECTION 10. Entire Agreement

This JPA sets forth the entire Agreement between the parties with respect to content addressed herein and supersedes all prior agreements, communications, and representations, oral or written, express or implied, since the parties intend that this be an integrated Agreement.

SECTION 11. Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and scanned signature pages shall be treated as valid as the originals.

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

AGENCY:_____

By:_____

ATTEST:

_____

_____

TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting/Tiburon
Public Financing Authority
July 20, 2016
Agenda Item: AI-1

STAFF REPORT

To:	Mayor and Members of the Town Council Chairman and Members of the Board of Directors of the Tiburon Public Financing Authority
From:	Office of the Town Manager and Authority Executive Director
Subject:	Issuance of Revenue Bonds by the Tiburon Public Financing Authority and Reassessment Bonds by the Town of Tiburon to refund outstanding Town assessment bonds to provide savings to property owners
Reviewed By:	**GC/BS**

BACKGROUND

In connection with funding of utility undergrounding in various neighborhoods in the Town over the past years, the Town established several assessment districts and issued several series of assessment bonds. The Main Street assessment district was also established to finance improvements to sidewalk and building access, and assessment bonds were issued for that district, as well. Staff has been exploring the possibility of refinancing these bonds with lower interest rates in order to reduce payments for property owners currently being assessed to pay the Prior Bonds. Preliminary analysis indicates that debt service savings are available, if market interest rates do not change significantly in the near term.

Summary of Actions to be considered

Town Council will consider adoption of resolutions which form a consolidated reassessment district to refinance up to six series of the Town's utility undergrounding assessment bonds and the Town's Main Street assessment bonds (the "Prior Bonds"), authorize the levy of reassessments, and authorize the issuance of reassessment bonds and their sale to the Tiburon Public Financing Authority.

The Board of Directors of the Tiburon Public Financing Authority will consider adoption of a resolution authorizing the issuance and sale of its revenue bonds to investors, with the proceeds of the sale to be used to purchase the Town's reassessment bonds.

FISCAL IMPACT

If the refunding program is undertaken and the Authority Revenue Bonds are issued, property owners in the participating assessment districts will begin seeing reduced annual assessment

levies on their property tax bills commencing with the 2016-17 property tax bill. All costs related to the refunding program will be paid with proceeds of the Authority Revenue Bonds. All costs of administration of the Authority's revenue bonds will be paid for with a portion of the revenue arising from payments to the Authority on the Town's reassessment bonds. It is estimated, depending on interest rates not changing significantly between now and pricing, that total savings to the property owners will be in excess of $2,000,000 over the remaining life of the reassessment bonds. The savings per individual property owner will vary depending on when their Prior Assessment Bonds were issued and the related interest rate differential from the new reassessment bonds, their original assessment lien, and other factors.

ANALYSIS

The financing structure will involve two distinct issuances of bonds. First, the Town will issue reassessment bonds and sell them to the Authority, the proceeds of which sale will be deposited into a refunding escrow and used to refund the Prior Bonds on September 2, 2016. (If interest rates increase substantially between now and the proposed pricing date, it is possible that one or more series of the Prior Bonds will no longer have the required savings, and any such series will be dropped from the final financing structure.) These reassessment bonds will be purchased by the Authority using funds obtained by the sale by the Authority of its revenue bonds, which will be marketed and sold to the public.

Staff and the Town's consultants have prepared the necessary documents for the issuance of the Town's reassessment bonds and the issuance, marketing and sale of the Authority's revenue bonds, and now recommend that the Town Council and the Board of Directors take the actions needed to authorize the financing program, as described below.

RECOMMENDATION

Staff recommends that the Town Council adopt the following resolutions:

1. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON OF INTENTION TO LEVY REASSESSMENTS AND TO ISSUE REFUNDING BONDS UPON THE SECURITY THEREOF

This resolution expresses the intention of the Town to form the 2016 consolidated reassessment district and issue the reassessment bonds, and directs the preparation of a reassessment report.

2. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON ADOPTING REASSESSMENT REPORT FOR THE 2016 CONSOLIDATED REASSESSMENT DISTRICT, CONFIRMING AND ORDERING THE REASSESSMENTS PURSUANT TO SUMMARY PROCEEDINGS AND DIRECTING ACTIONS WITH RESPECT THERETO

This resolution approves the reassessment report, which was prepared by the Town's reassessment consultant, NBS, in order to demonstrate that the savings required by the Streets & Highways Code have been met; approves the levy of the reassessments and directs certain actions related thereto.

3. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON AUTHORIZING ISSUANCE OF REFUNDING BONDS FOR THE 2016 CONSOLIDATED REASSESSMENT DISTRICT PROVIDING FOR EXECUTION OF A FISCAL AGENT AGREEMENT AND OTHER MATTERS WITH RESPECT THERETO, MAKING FINDINGS WITH RESPECT TO AND APPROVING THE ISSUANCE OF BONDS BY THE TIBURON PUBLIC FINANCING AUTHORITY

This resolution authorizes the issuance of the reassessment bonds and their sale to the Authority; authorizes the call and redemption of the prior assessment bonds; approves as to form the documents needed for the issuance of the reassessment bonds and makes findings with respect to and approves the issuance of the Authority Refunding Bonds. This resolution approves the following documents:

• the Fiscal Agent Agreement, which governs the terms and conditions relating to the reassessment bonds;

• the Escrow Agreement, which establishes the escrow fund that will be used to repay in full the outstanding assessment bonds on September 2, 2016;

• the Bond Purchase Contract (Reassessment Bonds), pursuant to which the reassessment bonds will be sold to the Authority; and

• the Preliminary Official Statement, which is the disclosure document by which the Authority's revenue bonds will be marketed and sold to the public.

Staff then recommends that the Board of Directors of the Authority adopt the following resolution.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TIBURON PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF REASSESSMENT BONDS FOR THE TOWN OF TIBURON 2016 CONSOLIDATED REASSESSMENT DISTRICT, AND APPROVING RELATED AGREEMENTS AND ACTIONS

This resolution authorizes the issuance of the Authority's revenue bonds in a principal amount not to exceed $10.5 million; and approves as to form the documents needed for the issuance and sale of the revenue bonds:

• the Indenture of Trust, which governs the terms and conditions relating to the revenue bonds;

• the Bond Purchase Contract (Reassessment Bonds), pursuant to which the Authority will purchase the Town's reassessment bonds,

• the Bond Purchase Agreement, pursuant to which the Authority's revenue bonds will be purchased by Wulff, Hansen & Co., as underwriter, who will in turn sell the revenue bonds to investors; and

• the Preliminary Official Statement, which is the disclosure document by which the Authority's revenue bonds will be marketed and sold to the public.

The Preliminary Official Statement is the disclosure document required to be approved by the Town and the Authority under federal securities laws, which require that the Preliminary Official Statement not contain any misstatements of material facts or omit to state any material facts if necessary to make the disclosure not misleading.

These resolutions appoint U.S. Bank National Association as fiscal agent for the reassessment bonds and trustee for the revenue bonds.

Timeline

It is expected that, if these resolutions are adopted, the Authority's revenue bonds would be sold to Wulff, Hansen & Co. in late July, and the transactions would close on or about August 25th. The outstanding assessment bonds would be redeemed on September 2, 2016.

There is currently $10,573,976 principal amount of the Prior Bonds outstanding. The escrow requirement to retire the current assessment bonds on September 2, 2016, is $11,056,490.58. The escrow will be funded primarily from the proceeds of the sale of the Town's reassessment bonds to the Authority, together with assessment revenues and reserve funds on hand.

Exhibits

1. Town Resolution of Intention to Levy Reassessments
2. Town Resolution Adopting Reassessment Report
3. Town Resolution Authorizing the Issuance of Reassessment Bonds and Approving Issuance of Authority Revenue Bonds
4. Authority Resolution Authorizing the Issuance of Revenue Bonds
5. Fiscal Agent Agreement
6. Escrow Agreement
7. Bond Purchase Contract (Reassessment Bonds)
8. Indenture of Trust
9. Bond Purchase Agreement
10. Preliminary Official Statement

Prepared by: Paul Thimmig, Bond Counsel
Benjamin Stock, Town Attorney

Exhibit 1

RESOLUTION NO. ____-2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON OF INTENTION TO LEVY REASSESSMENTS AND TO ISSUE REFUNDING BONDS UPON THE SECURITY THEREOF

WHEREAS, this Town Council has heretofore conducted special assessment proceedings pursuant to Resolution of Intention Nos. 15-2003, 03-2006, 14-2001, 3326, 19-2003, and 30-2010, adopted on May 21, 2003, January 4, 2006, March 21, 2001, April 7, 1999, June 4, 2003, and June 2, 2010, respectively, and in said proceedings this Town Council confirmed unpaid assessments upon the parcels in the Lyford Cove Utility Undergrounding Assessment District, the Lyford Cove Utility Undergrounding Supplemental Assessment District, the Stewart Drive Undergrounding Assessment District, the Main Street Assessment District, the Del Mar Valley Utility Undergrounding Assessment District, and the Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Districts"), and special assessment bonds, entitled Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Assessment Bonds") were issued and delivered and portions of which Prior Assessment Bonds are now outstanding and are secured by said unpaid assessments; and

WHEREAS, the public interest requires the refunding of the Prior Assessment Bonds and this Town Council intends to accomplish said refunding through the formation of a consolidated reassessment district, and the levy of reassessments and the issuance of refunding bonds upon the security thereof, the purpose of which refunding bonds will be to refund the Prior Assessment Bonds.

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

1. The proceedings for the levy and collection of reassessments as security for the issuance and payment of refunding bonds shall be conducted for the Prior Districts pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 (commencing with section 9500) of the California Streets and Highways Code (the "Act"). It is intended that the six Prior Districts be consolidated into a single Town of Tiburon 2016 Consolidated Reassessment District (the "Reassessment District"), as permitted by the Act.

2. Said contemplated reassessment and refunding, in the opinion of this Town Council, is of more than local or ordinary public benefit, and the costs and expenses thereof are made chargeable upon the Reassessment District, the exterior boundaries of which are shown on the reassessment diagram referred to in clause (e) of Section 4 below.

3. This Town Council declares that all public streets, highways, lanes and alleys within the Reassessment District are in use in the performance of a public function, and all lands owned by any public entity, including the United States and the State of California, or any departments

thereof, shall be omitted from the reassessment hereafter to be made to cover the costs and expenses of said refunding.

4. Said reassessment and refunding are hereby referred to NBS Government Finance Group, Temecula, California, a qualified firm employed by this Town for the purpose hereof, and said firm is hereby directed to make and file with the Town Clerk a report for the Reassessment District in writing, presenting the following:

(a) A schedule setting forth the unpaid principal and interest on the Prior Assessment Bonds and the total amounts thereof.

(b) The total estimated principal amount of the reassessment and of the refunding bonds and the maximum interest rate thereon, together with an estimate of cost of the respective reassessment and of issuing the refunding bonds, including all costs of issuing the refunding bonds, as defined by subdivision (a) of section 9600 of the Act.

(c) The applicable auditor's record kept pursuant to section 8682 of the California Streets and Highways Code showing the schedule of principal installments and interest on all applicable unpaid original assessments and the total amounts thereof.

(d) The estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number on the reassessment diagram, together with a proposed auditor's record for the reassessment prepared in the manner described in said section 8682.

(e) A reassessment diagram showing the Reassessment District and the boundaries and dimensions of the subdivisions of land within the Reassessment District. Each subdivision shall be given a separate number upon the diagrams.

When any portion or percentage of the costs and expenses of said refunding and reassessment is to be paid from sources other than reassessments, the amount of such portion or percentage shall first be deducted from the total estimated cost and expenses of said refunding and reassessment, and said reassessments shall include only the remainder of the estimated cost and expenses.

5. If any excess shall be realized from the reassessments it shall be used, in such amounts as this Town Council may determine, in accordance with the provisions of law, in a manner or manners to be provided in these proceedings.

6. Notice is hereby given that serial and/or term bonds to represent reassessments relating to the Reassessment District, and bear interest at the rate of not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Act, the last installment of which bonds shall mature not to exceed September 2, 2040.

7. The provisions of Part 11.1 of Division 10 of the Streets and Highways Code, providing for an alternative procedure for the advance payment of assessments and the calling of bonds, shall apply to the refunding bonds issued pursuant to proceedings under this Resolution.

8. Reference is hereby made to the proceedings heretofore had pursuant to Division 4 of the Streets and Highways Code with respect to the Prior Districts and the Prior Assessment Bonds, which are on file in the office of the Town Clerk.

9. It is the intention of this Council not to create a separate special reserve fund pursuant to and as authorized by Part 16 of Division 10 of the California Streets and Highways Code with respect to the refunding bonds.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Tiburon on July 20th, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:_____
Mayor

ATTEST:_____
Town Clerk

20034.01:J14103
7/12/16

Exhibit 2

RESOLUTION NO. ____-2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON ADOPTING A REASSESSMENT REPORT FOR THE 2016 CONSOLIDATED REASSESSMENT DISTRICT, CONFIRMING AND ORDERING THE REASSESSMENTS PURSUANT TO SUMMARY PROCEEDINGS AND DIRECTING ACTIONS WITH RESPECT THERETO

WHEREAS, this Town Council has adopted a Resolution entitled "A Resolution of the Town Council of the Town of Tiburon of Intention to Levy Reassessments and to Issue Refunding Bonds Upon the Security Thereof" (the "Resolution of Intention"), wherein this Town Council directed the making and filing of a reassessment report (the "Report") in accordance with and pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the California Streets and Highways Code (the "Act");

WHEREAS, this Town Council has determined, with the assistance of consultants to the Town engaged for such purpose, that it is desirable and that the public interest requires the refunding of the outstanding improvement bonds (as more particularly described below, the "Prior Assessment Bonds") of the Town of Tiburon, Lyford Cove Utility Undergrounding Assessment District, the Town of Tiburon, Lyford Cove Utility Undergrounding Supplemental Assessment District, the Town of Tiburon, Stewart Drive Undergrounding Assessment District, the Town of Tiburon, Main Street Assessment District, the Town of Tiburon, Del Mar Valley Utility Undergrounding Assessment District, and the Town of Tiburon, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Districts") by means of the formation of a consolidated reassessment district (the "Reassessment District") and the levy of reassessments therein;

WHEREAS, the Report was duly made and filed, and duly considered by this Town Council and found to be sufficient in every particular, and the Report shall stand for all subsequent proceedings pertaining to the Reassessment District under and pursuant to the aforesaid Resolution of Intention; and

WHEREAS, the Town desires to issue refunding bonds of the Reassessment District (the "Refunding Bonds"), pursuant to the Act, the proceeds of which Refunding Bonds will be used to refund the following Prior Assessment Bonds; the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, the Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, the Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, the Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and the Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District.

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

1. **Conditions Satisfied.** Pursuant to Section 9525 of the Act and based upon the Report, this Town Council finds that all of the following conditions are satisfied:

(a) With respect to the Reassessment District, each estimated annual installment of principal and interest on the reassessment, as set forth in the Report, is less than the corresponding annual installment of principal and interest on the portion of the original assessment being superseded and supplanted as also set forth in the Report, by the same percentage for all subdivisions of land within the Reassessment District;

(b) With respect to the Reassessment District, the number of years to maturity of all refunding bonds proposed to be issued under the Resolution of Intention for the Reassessment District is not more than the number of years to the last maturity of the Prior Assessment Bonds; and

(c) With respect to the Reassessment District, the principal amount of the reassessment on each subdivision of land within the Reassessment District is less than the unpaid principal amount of the portion of the original assessment being superseded and supplanted by the same percentage for each subdivision of land in the Reassessment District.

2. **Public Interest**. The public interest, convenience and necessity require that said reassessment with respect to each of the Prior Districts be made.

3. **Boundaries Approved**. The Reassessment District benefited by the reassessments on the land therein and to be reassessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the reassessment diagram thereof on file in the office of the Town Clerk, which diagram is made a part hereof by this reference thereto.

4. **Report Approved**. Pursuant to the findings hereinabove expressed with respect to Section 9525 of the Act, said conditions and all of them are deemed satisfied and the following elements of the Report are hereby finally approved and confirmed without further proceedings, including without the conduct of a public hearing under the Act, to wit:

(a) for the Reassessment District, a schedule setting forth the unpaid principal and interest on the Prior Assessment Bonds and the total amounts thereof;

(b) for the Reassessment District, an estimate of the principal amount of the reassessment and of the issue of the Refunding Bonds and the maximum interest rate thereon, together with an estimate of cost of the applicable reassessment and of issuing the Refunding Bonds, including expenses incidental thereto;

(c) for each of the Prior Districts, the auditor's record kept pursuant to section 8682 of the California Streets and Highways Code showing the schedule of principal installments and interest on all unpaid original assessments and the total amounts thereof;

(d) for the Reassessment District, the estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number of the reassessment diagram, together with a proposed auditor's record for the reassessment prepared in the manner described in said section 8682; and

(e) for the Reassessment District, a reassessment diagram showing the Reassessment District and the boundaries and dimensions of the subdivisions of land therein, assigning a separate number to each such subdivision of land.

Final adoption and approval of the Report as a whole, the estimate of the costs and expenses, the reassessment diagram and the reassessment, as contained in the Report, as hereinabove determined and ordered, is intended to and shall refer and apply to the Report, or any portion thereof, as amended, modified, revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Town Council.

5. **Findings and Determinations**. Based on the oral and documentary evidence, including the Report, offered and received by this Town Council, this Town Council expressly finds and determines, with respect to the Reassessment District:

(a) that each of said several subdivisions of land within the Reassessment District will be specially benefited by said reassessment at least in the amount, if not more than the amount, of the reassessment apportioned against said subdivisions of land, respectively, and

(b) that there is substantial evidence to support, and the weight of said evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

6. **Reassessment Levy**. Said reassessment with respect to the Reassessment District, including all costs and expenses thereof, is hereby approved, confirmed and levied. Pursuant to the provisions of the Act, reference is hereby made to said Resolution of Intention for further particulars. Said reassessment with respect to the Reassessment District shall be reduced in the event that Town staff determines that to do so is necessary and advisable to further the purposes of this Resolution, and, if such determination is made, Town staff is hereby authorized and directed to record said reduced reassessment in the manner set forth in Section 9 hereof, and to take any further actions required to finalize said reduction, without further action of this Town Council.

7. **Recordings Directed**. The Town Clerk shall forthwith cause:

(a) the reassessment with respect to the Reassessment District to be delivered to the official of the Town who is the Superintendent of Streets of the Town, together with the reassessment diagram, as approved and confirmed by this Town Council, with a certificate of such confirmation and of the date thereof, executed by the Town Clerk, attached thereto. The Superintendent of Streets shall record said reassessments and reassessment diagram in a suitable book to be kept for that purpose, and append thereto a certificate of the date of such recording, and such recordation shall be and constitute the applicable reassessment roll herein;

(b) a copy of the reassessment diagram and a notice of reassessment for the Reassessment District, substantially in the form specified in section 3114 of the California Streets and Highways Code and executed by the Town Clerk, to be filed and recorded, respectively, in the office of the County Recorder of the County of Marin; and

(c) a copy of this Resolution to be provided to the Auditor of the County of Marin.

From the date of recording of said notice of reassessment for the Reassessment District, all persons shall be deemed to have notice of the contents of such reassessment for the Reassessment District, and such reassessment shall thereupon be a lien upon the property against which it is made, and, unless sooner discharged, such liens shall so continue for the period of ten (10) years from the date of said recordation, or in the event bonds are issued to represent said

reassessments, until the expiration of four (4) years after the due date of the last installment upon said bonds or of the last installment of principal of said bonds.

The appropriate officer or officers of the Town are hereby authorized to pay any and all fees required by law in connecting with the above.

8. **Collection of Reassessments**. The Town Treasurer shall keep the record showing the installments of principal and interest on the reassessments which are to be collected each year during the term of the Refunding Bonds. An annual apportionment of each reassessment, together with annual interest on said reassessment, shall be payable in the same manner and at the same time and in the same installments as the general property taxes of the Town and shall be payable and become delinquent at the same time and in the same proportionate amount; provided that any reassessments on possessory interests shall be collected on the unsecured tax roll and shall be payable and become delinquent at the same time as other taxes levied on said unsecured roll. Each year the annual installments shall be submitted to the County Auditor-Controller for purposes of collection, and the County Auditor-Controller shall, at the close of the tax collecting period, promptly render to the Town Treasurer a detailed report showing the amount of such installments, interest, penalties and percentages so collected.

9. **Amendments**. The Treasurer is hereby authorized and directed (a) to revise the Report to reduce the applicable reassessments, as confirmed pursuant to Section 6 hereof, if and to the extent necessary so that the aggregate amount thereof does not exceed the initial principal amount of the Refunding Bonds and as may otherwise be necessary to eliminate reassessments with respect to any of the Prior Districts so as to satisfy the requirements of Section 9525 of the Act upon final pricing of the Refunding Bonds, (b) to amend the reassessment and reassessment diagram to reflect such reductions, and (c) to promptly record the reassessment, together with the reassessment diagram, as so amended, in the office of the Superintendent of Streets of the Town. Immediately thereafter, a copy of the reassessment diagram, as so amended, shall be filed in the office of the County Recorder and a Notice of Assessment, referring to said diagram, shall be recorded in the office of the County Recorder, all pursuant to the provisions of Division 4.5 of the California Streets and Highways Code.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Tiburon on July 20th, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:_____
Mayor

ATTEST:_____
Town Clerk

20034.01:J14104
7/12/16

Exhibit 3

RESOLUTION NO. 2016-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON AUTHORIZING ISSUANCE OF REFUNDING BONDS FOR THE 2016 CONSOLIDATED REASSESSMENT DISTRICT, PROVIDING FOR EXECUTION OF A FISCAL AGENT AGREEMENT AND OTHER MATTERS WITH RESPECT THERETO, AND MAKING FINDINGS WITH RESPECT TO AND APPROVING THE ISSUANCE OF BONDS BY THE TIBURON PUBLIC FINANCING AUTHORITY

WHEREAS, this Town Council has heretofore conducted special reassessment proceedings pursuant to Resolution of Intention Nos. 15-2003, 03-2006, 14-2001, 3326, 19-2003, and 30-2010 adopted on May 21, 2003, January 4, 2006, March 21, 2001, April 7, 1999, June 4, 2003, and June 2, 2010, respectively, and in said proceedings this Town Council confirmed unpaid assessments upon the parcels in the Town of Tiburon, Lyford Cove Utility Undergrounding Assessment District, the Town of Tiburon, Lyford Cove Utility Undergrounding Supplemental Assessment District, the Town of Tiburon, Stewart Drive Undergrounding Assessment District, the Town of Tiburon, Main Street Assessment District, the Town of Tiburon, Del Mar Valley Utility Undergrounding Assessment District, and the Town of Tiburon, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Districts"), and special assessment bonds, entitled Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Assessment Bonds") were issued and delivered and a portion of which Prior Assessment Bonds are now outstanding and are secured by said unpaid assessments;

WHEREAS, this Town Council has adopted a Resolution of Intention (the "Resolution of Intention") relating to the formation of a consolidated reassessment district (the "Reassessment District"), and the levy and collection of reassessments as security for the issuance and payment of a series of refunding bonds for the Reassessment District the proceeds of which will be used to refund the Prior Assessment Bonds, and in said Resolution of Intention this Town Council provided that serial and/or term bonds would be issued thereunder pursuant to the provisions of the Refunding Act of 1984 for 1915 Act Improvement Bonds, Division 11.5 of the California Streets and Highways Code (the "Refunding Act"), for the Reassessment District, and reference to said Resolution of Intention is hereby expressly made for further particulars;

WHEREAS, a list of all reassessments which remain unpaid in respect of the Reassessment District has been filed with the Town; and

WHEREAS, this Town Council duly considered said list and determined that the same were accurate statements thereof;

WHEREAS, this Town Council has determined that due to favorable interest rates, it is in the best interests of the owners of the property in the Reassessment District that bonds be issued secured by the reassessments to refund the Prior Assessment Bonds;

WHEREAS, there has been submitted to this Town Council an agreement (the "Fiscal Agent Agreement"), by and between the Town and U.S. Bank National Association as fiscal agent (the "Fiscal Agent"), providing for the issuance of an issue of refunding bonds of the Town (the "2016 Reassessment Bonds"), for and on behalf of the Reassessment District, and this Town Council, with the aid of Town staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 2016 Reassessment Bonds;

WHEREAS, there has been presented to the Town Council an escrow agreement (the "Escrow Agreement"), providing for the creation of escrow funds which will be used to refund and redeem the Prior Assessment Bonds and the Town Council now desires to approve such agreement in connection with the refunding of the Prior Assessment Bonds;

WHEREAS, the Town proposes to sell the 2016 Reassessment Bonds to the Tiburon Public Financing Authority (the "Authority") pursuant to the terms of a Bond Purchase Contract (Reassessment Bonds) (the "Purchase Contract") by and between the Town and the Authority, and the Authority proposes to purchase the Bonds with the proceeds of its bonds (the "Authority Bonds") and to sell the Authority Bonds to the investing public by means of a preliminary official statement (the "Preliminary Official Statement");

WHEREAS, it appears that each of said documents and instruments which are now before this meeting is in appropriate form and is an appropriate document or instrument to be executed and delivered for the purpose intended;

WHEREAS, this Town Council now desires to make a finding of significant public benefit, pursuant to Section 6586 of the California Government Code, and to approve of the transactions contemplated by the 2016 Reassessment Bonds and the Authority Bonds; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2016 Reassessment Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the United States of America, including the Refunding Act.

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

1. This Town Council hereby finds that significant public benefits will arise from the use of proceeds of the Authority Bonds to refund the Prior Assessment Bonds (and thereby the refinancing of the improvements funded with proceeds of the Prior Assessment Bonds), in accordance with Section 6586 of the California Government Code, in that the financing will result in demonstrable savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs.

2. The reassessments for the Reassessment District now remaining unpaid are as shown on said List of Unpaid Reassessments for the Reassessment District (the "Reassessments"); the aggregate amount thereof is $9,889,321.29; and for a particular description of the lots or parcels of land bearing the respective reassessment numbers set forth in said list, reference is hereby made to the reassessment and to the diagram, and any amendments thereto, recorded in the office of the Superintendent of Streets of the Town for the Reassessment District.

3. The 2016 Reassessment Bonds shall be issued in the aggregate principal amount as hereinafter provided upon the security of the unpaid Reassessments and the proceedings heretofore taken with respect to said Resolution of Intention. The 2016 Reassessment Bonds shall be issued at such rate or rates of interest, in such form or forms, at such maturities and upon such provisions, covenants and conditions, all of which shall be as specified by the Town pursuant to the terms of the Fiscal Agent Agreement to be executed by the Town in furtherance of the issuance of the 2016 Reassessment Bonds hereby authorized; provided, however, no such 2016 Reassessment Bonds shall be authorized in excess of the total aggregate amount of said unpaid Reassessments hereinabove specified.

4. The Fiscal Agent Agreement, in the form presented to this Town Council, which Fiscal Agent Agreement provides, in substance, provisions for the payment of and covenants relating to the 2016 Reassessment Bonds, is hereby approved. The Town Manager and the Town Director of Administrative Services (each, an "Authorized Officer"), each acting alone, are hereby authorized to execute the Fiscal Agent Agreement on behalf of the Town in such form, together with such changes thereto as may be approved by the officer of the Town executing the same upon consultation with the Town Attorney and Bond Counsel, the approval of such changes to be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by an Authorized Officer.

The Town Council hereby approves the refunding of the Prior Assessment Bonds with the proceeds of the 2016 Reassessment Bonds in accordance with the provisions of the documents pursuant to which such Prior Reassessment Bonds were sold and delivered and the Escrow Agreement. The Town Council hereby approves the Escrow Agreement in the form on file with the Town Clerk. The Town Council hereby authorizes the Authorized Officers, each acting alone, to execute and deliver the Escrow Agreement for and in the name and on behalf of the Town in such form, together with any changes therein or additions thereto deemed advisable by the officer executing the same upon consultation with Bond Counsel and the Town Attorney. The Town Council hereby authorizes the delivery and performance by the Town of the Escrow Agreement.

The Town Council hereby authorizes the establishment of a reserve fund or account, which shall be held and administered under the indenture of trust for the Authority Bonds, as described in the Preliminary Official Statement approved in Section 8 below.

5. The Fiscal Agent shall perform the actions and duties required of the Fiscal Agent under the Fiscal Agent Agreement, including those for the authentication, transfer, registration, and payment of the 2016 Reassessment Bonds.

6. The form of the Purchase Contract between the Authority and the Town presented at this meeting is hereby approved. The Authorized Officers, each acting alone, are hereby authorized to execute the Purchase Contract for the acquisition by the Authority, with the proceeds of the Authority Bonds, of the 2016 Reassessment Bonds in the form hereby approved, with such additions therein and changes thereto as the officer executing the same upon consultation with the Town Attorney and Bond Counsel, deems necessary or desirable, with such approval to be conclusively evidenced by the execution and delivery of such agreement by an Authorized Officer. The Town Council hereby approves the issuance of the Authority Bonds by the Authority and hereby authorizes the delivery and performance by the Town of the Purchase Contract.

7. The 2016 Reassessment Bonds, when executed, shall be delivered to the Fiscal Agent for authentication. The Fiscal Agent is hereby requested and directed to authenticate the 2016 Reassessment Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon, and to deliver the 2016 Reassessment Bonds, when duly executed and

authenticated, to the Authority or its designee in accordance with the Purchase Contract, upon payment of the purchase price therefor.

8. The form of the Preliminary Official Statement for the Authority Bonds presented at this meeting is hereby approved and Wulff, Hansen & Co. (the "Underwriter") is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Authority Bonds in the form hereby approved, together with such additions thereto and changes therein as are determined necessary or desirable by the Town Manager, or his written designee, to make such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Town Manager is hereby authorized to execute a final Official Statement in the form of the Preliminary Official Statement, together with such changes as are determined necessary by the Town Manager, or his written designee, to make such Official Statement complete and accurate as of its date. The Underwriter is further authorized to distribute the final Official Statement for the Authority Bonds and any supplement thereto to the purchasers of the Authority Bonds following its execution by the Authority.

9. The Mayor, Town Manager, Town Director of Administrative Services, Town Clerk and Town Treasurer and any other officers or staff of the Town are hereby authorized and directed to take any actions and execute and deliver any and all documents (including, but not limited to, a Continuing Disclosure Agreement referenced in the Fiscal Agent Agreement) as are necessary to accomplish the issuance, sale and delivery of the 2016 Reassessment Bonds and the refunding of the Prior Assessment Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the 2016 Reassessment Bonds as described in the Fiscal Agent Agreement and the Escrow Agreement.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Tiburon on July 20th, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:_____
Mayor

ATTEST:_____
Town Clerk

20034.01:J14105
7/12/16

Exhibit 4

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TIBURON PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF REASSESSMENT BONDS FOR THE TOWN OF TIBURON 2016 CONSOLIDATED REASSESSMENT DISTRICT, AND APPROVING RELATED AGREEMENTS AND ACTIONS

WHEREAS, the Town of Tiburon, California (the "Town") has heretofore issued its Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, its Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, its Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, its Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, its Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, its Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and its Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Assessment Bonds");

WHEREAS, the Town has determined that it is in the best financial interests of the Town to refinance the Prior Assessment Bonds at this time by the issuance of its Town of Tiburon Limited Obligation Refunding Bonds 2016 Consolidated Reassessment District (the "2016 Reassessment Bonds");

WHEREAS, in order to refinance the Prior Assessment Bonds on advantageous terms and conditions, the Tiburon Public Financing Authority (the "Authority") proposes to issue its revenue bonds in the maximum initial principal amount of $10,500,000, designated as the "Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)" (the "Authority Bonds") under Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), and to use the proceeds thereof to acquire the 2016 Reassessment Bonds;

WHEREAS, the Board of Directors of the Authority wishes at this time to authorize all proceedings relating to the issuance of the Authority Bonds to acquire the 2016 Reassessment Bonds, and to approve the execution and delivery of all agreements and documents relating thereto; and

WHEREAS, there have been submitted to the Board of Directors certain documents providing for the sale of the Authority Bonds, including the form of a Preliminary Official Statement and Bond Purchase Agreement, and the Board of Directors, with the aid of Authority staff, has reviewed the Preliminary Official Statement to assure proper disclosure of all material facts relating to the Authority Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Tiburon Public Financing Authority as follows:

1. **Findings and Determinations.** Pursuant to the Bond Law, the Board of Directors hereby finds and determines that the issuance of the Authority Bonds will result in savings in effective interest rates, bond underwriting costs and bond issuance costs and thereby result in significant public benefits to the Town and the Authority within the contemplation of Section 6586 of the Bond Law.

2. **Issuance of Authority Bonds; Approval of Indenture.** The Board of Directors hereby authorizes the issuance of the Authority Bonds under and pursuant to the Bond Law, in the maximum principal amount of $10,500,000. The Authority Bonds shall be issued pursuant to an Indenture of Trust (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). The Board of Directors hereby approves the Indenture in the form on file with the Secretary, together with any changes therein or additions thereto approved by the Executive Director upon consultation with the Authority's General Counsel and Bond Counsel, and the execution thereof by the Chair, the Executive Director or the Treasurer (each an "Authorized Officer") shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorizes the Authorized Officers, each acting alone, to execute the final form of the Indenture for and in the name of the Authority. The Board of Directors hereby authorizes the delivery and performance of the Indenture.

3. **Purchase of 2016 Reassessment Bonds.** The Board of Directors hereby authorizes and approves the purchase of the 2016 Reassessment Bonds from the Town by the Trustee on behalf of the Authority pursuant to and in accordance with the provisions of the Bond Purchase Contract (Reassessment Bonds) (the "Purchase Contract") between the Town and the Authority. The Board of Directors hereby approves the Purchase Contract in the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by the Executive Director upon consultation with the Authority's General Counsel and Bond Counsel, and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorizes the Authorized Officers, each acting alone, to execute the final form of the Purchase Contract for and in the name of the Authority.

4. **Sale of Authority Bonds.** The Board of Directors hereby approves the sale of the Authority Bonds by negotiation with Wulff, Hansen & Co. (the "Underwriter"). The Authority Bonds shall be sold pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the Authority and the Underwriter in the form on file with the Secretary, together with any changes therein or additions thereto approved by the Executive Director upon consultation with the Authority's General Counsel and Bond Counsel, and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such additions and changes. The Bond Purchase Agreement shall be executed in the name and on behalf of the Authority by an Authorized Officer, each of whom is hereby authorized, acting alone, to so execute the Bond Purchase Agreement upon submission of a proposal by the Underwriter to purchase the Authority Bonds; *provided, however,* that such proposal is consistent with the requirements of this Resolution. The amount of Underwriter's discount shall be not more than 2.0% of the par amount of the Authority Bonds and the true effective rate of interest to be borne by the Authority Bonds (not taking into account any original issue discount on the sale thereof) shall not exceed 4.0% per annum.

5. **Official Statement.** The Board of Directors hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the preliminary Official Statement describing the Authority Bonds in the form on file with the Secretary. The Executive Director is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the preliminary Official Statement in connection with the

sale of the Bonds is hereby approved. The Executive Director is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by the Executive Director shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the Authority by the Executive Director.

6. **Official Actions.** The Chair, the Vice Chair, the Executive Director, the Treasurer, the Secretary, the Authority General Counsel and any and all other officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Authority Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. Whenever in this Resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

7. **Effective Date.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Tiburon Public Financing Authority on July 20th, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:_____
Chair

ATTEST:_____
Secretary

20034.01:J14106
7/12/16

FISCAL AGENT AGREEMENT

by and between the

TOWN OF TIBURON, CALIFORNIA

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of August 1, 2016

Relating to:
$_____
Town of Tiburon
Limited Obligation Refunding Bonds,
2016 Consolidated Reassessment District

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EXHIBIT A FORM OF BOND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of August 1, 2016, by and between the TOWN OF TIBURON, CALIFORNIA, a municipal corporation and public body, corporate and politic (the "Town"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

R E C I T A L S :

WHEREAS, the Town Council of the Town has formed six different assessment districts, including the Lyford Cove Utility Undergrounding Assessment District, the Lyford Cove Utility Undergrounding Supplemental Assessment District, the Stewart Drive Undergrounding Assessment District, the Main Street Assessment District, the Del Mar Valley Utility Undergrounding Assessment District and the Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Districts"), and has issued seven different series of limited obligation improvement bonds (collectively, the "Prior Bonds") payable from annual assessments levied on properties in the Prior Districts; and

WHEREAS, on July 20, 2016, the Town Council of the Town adopted Resolution No. _____ (the "Resolution of Intention") which, among other matters, commenced proceedings for the formation of the Town of Tiburon 2016 Consolidated Reassessment District (the "Reassessment District"), and the levy of reassessments and issuance of refunding bonds pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 (commencing with Section 9500) of the California Streets and Highways Code (the "Act") in and for the Reassessment District and, by the Resolution of Intention, the Town Council provided that serial and/or term limited obligation refunding bonds of the Town would be issued thereunder pursuant to the provisions of the Act, and reference to the Resolution of Intention and proceedings had thereunder is hereby expressly made for further particulars;

WHEREAS, the purpose of the proceedings under the Resolution of Intention was to provide for the establishment of the Reassessment District, the levy of reassessments to supplant the assessments levied in the Prior Districts, and for the refunding of the Prior Bonds in advance of the scheduled maturities thereof with the proceeds of the Reassessment Bonds;

WHEREAS, there is now on file in the office of the Treasurer of the Town a list of the reassessments remaining unpaid for the Reassessment District;

WHEREAS, on July 20, 2016, the Town Council of the Town adopted Resolution No. _____ (the "Resolution of Issuance") authorizing, among other matters, the issuance of refunding bonds of the Town designated "Town of Tiburon Limited Obligation Refunding Bonds, 2016 Consolidated Reassessment District" (the "Reassessment Bonds"), the proceeds of which are to be used to refund the Prior Bonds;

WHEREAS, it is in the public interest and for the benefit of the Town and the owners of the Reassessment Bonds that the Town enter into this Agreement to provide for the issuance of the Reassessment Bonds, the disbursement of proceeds of the Reassessment Bonds, the disposition of the reassessments securing the Reassessment Bonds and the administration and payment of the Reassessment Bonds; and

WHEREAS, all things necessary to cause the Reassessment Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution of Issuance and this Agreement, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Reassessment Bonds, subject to the terms hereof, have in all respects been duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act, the Bond Law and the Resolution of Issuance.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Town shall be for the equal benefit, protection and security of the registered owners of the Reassessment Bonds. All of the Reassessment Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Reassessment Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Reassessment Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement (as herein defined), and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to Articles, Sections and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words herein, "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"*Act*" means the Refunding Act of 1984 for 1915 Improvement Act Bonds, as amended, being Division 11.5 of the California Streets and Highways Code.

"*Agreement*" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement executed pursuant to the provisions hereof.

"*Auditor*" means the auditor/controller or tax collector of the County, or such other official of the County who is responsible for preparing real property tax bills.

"*Authority*" means the Tiburon Public Financing Authority, a joint exercise of powers authority established under Sections 6500 and following of the California Government Code.

"*Authority Bonds*" means the Authority's Bonds designated "Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)," issued by the Authority to, *inter alia*, purchase the Reassessment Bonds.

"*Authority Bonds Indenture*" means the Indenture of Trust, dated as of August 1, 2016, by and between the Authority and the Trustee, pursuant to which the Authority Bonds were issued.

"*Authorized Officer*" means the Town Manager, the Town Director of Administrative Services, or any other officer or employee authorized by the Town Council of the Town or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"*Bond Counsel*" means (i) Quint & Thimmig LLP, or (ii) any attorney or firm of attorneys acceptable to the Town and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the dated date of the Reassessment Bonds, which is the Closing Date.

"*Bond Law*" means the Improvement Bond Act of 1915, as amended, being Division 10 of the California Streets and Highways Code.

"*Bond Register*" means the books maintained by the Fiscal Agent pursuant to Section 2.09 for the registration and transfer of ownership of the Reassessment Bonds.

"*Bond Year*" means the twelve-month period beginning on September 2 in each year and ending on the day prior to September 2 in the following year except that the first Bond Year shall begin on the Closing Date and end on the day prior to the next succeeding September 2.

"*Business Day*" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"*Clerk*" means the Town Clerk.

"*Closing Date*" means August 25, 2016, being the date upon which there was a physical delivery of the Reassessment Bonds in exchange for the amount representing the purchase price of the Reassessment Bonds by the Original Purchaser.

"*Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable, temporary and final regulations promulgated under the Code.

"*Continuing Disclosure Agreement*" means that certain Continuing Disclosure Agreement between the Authority and NBS Government Finance Group as dissemination agent, relating to the Authority Bonds, dated as of August 1, 2016, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"*Costs of Issuance*" means items of expense payable or reimbursable directly or indirectly by the Town and related to the authorization, sale and issuance of the Reassessment Bonds and the refunding and defeasance of the Prior Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee, fees and expenses of Fiscal Agent's counsel, expenses incurred by the Town in connection with the issuance of the Reassessment Bonds and the defeasance and redemption of the Prior Bonds (including, but not limited to, administrative costs and expenses of the Town and the Town Attorney), Escrow Bank fees and expenses, Reassessment Bond discount, legal fees and charges, including bond counsel and disclosure counsel, charges for execution, transportation and safekeeping of the Reassessment Bonds and other costs, charges and fees in connection with the foregoing.

"*Council*" means the Town Council.

"*County*" means the County of Marin, California.

"*Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Reassessment Bonds in such Bond Year, assuming that the Outstanding Reassessment Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Reassessment Bonds due in such Bond Year.

"*Escrow Agreement*" means the Escrow Agreement dated as of August 1, 2016, by and between the Town and the Escrow Bank, by which the Escrow Fund is administered.

"*Escrow Bank*" means The Bank of New York Mellon Trust Company, N.A., acting in such capacity under the Escrow Agreement.

"*Escrow Fund*" means the fund of that name established pursuant to the Escrow Agreement.

"*Federal Securities*" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the United States of America for funds held by the Fiscal Agent: (i) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as stripped obligations and coupons; or (ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"*Finance Director*" means the Director of Administrative Services of the Town, or designee thereof.

"*Fiscal Agent*" means the Fiscal Agent appointed by the Town and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"*Fiscal Year*" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"*Formation Act*" means the Municipal Improvement Act of 1913, as amended, being Division 12 of the California Streets and Highways Code.

"*Independent Financial Consultant*" has the meaning given to such term in the Authority Bonds Indenture.

"*Interest Payment Dates*" means March 2 and September 2 of each year, commencing March 2, 2017.

"*Investment Earnings*" means all interest earned and any gains or losses on the investment of moneys in any fund or account created by this Agreement.

"*List of Unpaid Reassessments*" means the list on file with the Treasurer showing the amounts of the Reassessments upon each of the parcels in the Reassessment District.

"*Maximum Annual Debt Service*" means the largest Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Reassessment Bonds.

"*Moody's*" means Moody's Investors Service, its successors and assigns.

"*Officer's Certificate*" means a written certificate of the Town signed by an Authorized Officer of the Town.

"*Original Purchaser*" means the Authority, as the first purchaser of the Reassessment Bonds from the Town.

"*Outstanding*" when used as of any particular time with reference to Reassessment Bonds, means, subject to the provisions of Section 8.04, all Reassessment Bonds except: (i) Reassessment Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Reassessment Bonds paid or deemed to have been paid within the meaning of Section 9.03; (iii) Reassessment Bonds in lieu of or in substitution for which other Reassessment Bonds shall have been authorized, executed, issued and delivered by the Town pursuant to this Agreement or any Supplemental Agreement.

"*Owner*" or "*Bond Owner*" means the registered owner of any Outstanding Reassessment Bond as shown on the Bond Register of the Fiscal Agent under Section 2.09 hereof.

"*Principal Office*" means the principal office of the Fiscal Agent in San Francisco, California, located at such address as shall be specified in a written notice by the Fiscal Agent to the Town under Section 9.06 hereof or such other office designated for payment, transfer or exchange of bonds.

"*Prior Bond Resolutions*" means, collectively, Resolution Nos. 01-2005, 42-2005, 20-2006, 33-2001 and 40-2001, 3388, 33-2005 and 46-2010, adopted by the Town Council of the Town on February 2, 2005, September 7, 2005, April 19, 2006, June 20, 2001 and July 18, 2001, December 1, 1999, July 13, 2005 and August 25, 2010, respectively, pursuant to which the Prior Bonds were issued.

"*Prior Bonds*" means, collectively, (i) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, (ii) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, (iii) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, (iv) the Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, (v) the Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, (vi) the Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and (vii) the Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District, issued pursuant to the applicable Prior Bond Resolution.

"Prior Districts" means, collectively, the (i) the Town of Tiburon, Lyford Cove Utility Undergrounding Assessment District, (ii) the Town of Tiburon, Lyford Cove Utility Undergrounding Supplemental Assessment District, (iii) the Town of Tiburon, Stewart Drive Undergrounding Assessment District, (iv) the Town of Tiburon, Main Street Assessment District, (v) the Town of Tiburon, Del Mar Valley Utility Undergrounding Assessment District, and (vi) the Town of Tiburon, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District, each established pursuant to the applicable Prior Resolution.

"*Prior Resolutions*" means, collectively, Resolution Nos. 15-2003, 03-2006, 14-2001, 3326, 19-2003, and 30-2010 of the Town, adopted on May 21, 2003, January 4, 2006, March 21, 2001, April

7, 1999, June 4, 2003, and June 2, 2010, respectively, declaring its intention to form the Prior Districts, and the Prior Bond Resolutions.

"*Project*" means the acquisitions and improvements authorized to be financed by the Prior Districts under the Prior Resolutions.

"*Purchase Contract*" means the written agreement between the Town and the Original Purchaser for the sale of the Reassessment Bonds.

"*Reassessment Bond*" or "*Reassessment Bonds*" means the "Town of Tiburon Limited Obligation Refunding Bonds, 2016 Consolidated Reassessment District", at any time Outstanding under this Agreement or any Supplemental Agreement.

"*Reassessment District*" means the area within the Town designated "Town of Tiburon 2016 Consolidated Reassessment District" formed by the Town under the Act.

"*Reassessments*" means the unpaid reassessments levied within the Reassessment District by the Council under the proceedings taken pursuant to the Act and the Resolution of Intention.

"*Record Date*" means the fifteenth (15th) day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

"*Redemption Fund*" means the fund established and administered under Section 4.01(A) hereof.

"*Resolution of Intention*" means Resolution No. _____, adopted by the Town Council on July 20, 2016.

"*Resolution of Issuance*" means Resolution No. _____, adopted by the Town Council on July 20, 2016, authorizing, among other matters, the issuance of the Reassessment Bonds.

"*Standard & Poor's*" or "*S&P*" means Standard & Poor's Ratings Services, its successors and assigns.

"*Supplemental Agreement*" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the Council under the Bond Law and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"*Town*" means the Town of Tiburon, California, and any successor thereto.

"*Town Attorney*" means the Town Attorney of the Town or other designated counsel to the Town with respect to the Reassessment District.

"*Treasurer*" means the Treasurer of the Town, or designee thereof.

"*Trustee*" means U.S. Bank National Association in its capacity as trustee for the Authority Bonds, or any successor thereto as trustee under the Authority Bonds Indenture.

ARTICLE II

THE ASSESSMENT BONDS

Section 2.01. Principal Amount; Designation. Reassessment Bonds in the aggregate principal amount of _____ million _____ hundred _____ thousand dollars and _____ cents ($_____) are hereby authorized to be issued by the Town under and subject to the terms of the Resolution of Issuance and this Agreement, the Act, the Bond Law and other applicable laws of the United States of America. The Reassessment Bonds shall be designated "Town of Tiburon Limited Obligation Refunding Bonds, 2016 Consolidated Reassessment District," and shall be secured by the Reassessments and moneys in the Redemption Fund.

Section 2.02. Terms of Reassessment Bonds.

(a) *Denominations*. The Reassessment Bonds shall be issued as fully registered Reassessment Bonds without coupons in the denomination of $0.01 or any integral multiple thereof. Reassessment Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(b) *Date of Reassessment Bonds*. The Reassessment Bonds shall be dated the Bond Date.

(c) *Maturities*. The Reassessment Bonds shall mature and become payable on September 2 of each year and shall bear interest at the rates per annum as follows:

Maturity Date (September 2)	Principal Amount	Interest Rate
	$	%

(d) *Interest*. The Reassessment Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Reassessment Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated and registered as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Interest Payment Date, in which event it shall bear interest from the Bond Date.

(e) *Method of Payment*. Interest on the Reassessment Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed by first class mail on an Interest Payment Date to the registered Owner thereof at such registered

Owner's address as it appears on the Bond Register maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date (i) upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of Reassessment Bonds delivered to the Fiscal Agent prior to the applicable Record Date, or (ii) to the Trustee, with respect to any Reassessment Bonds owned by the Authority or registered in the name of the Trustee. The principal of the Reassessment Bonds and any premium on the Reassessment Bonds are payable in lawful money of the United States of America upon surrender of the Reassessment Bonds at the Principal Office of the Fiscal Agent. All Reassessment Bonds paid by the Fiscal Agent pursuant this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Reassessment Bonds and, upon request of the Town, issue a certificate of destruction of such Reassessment Bonds to the Town.

Section 2.03. Redemption.

(a) *Redemption*.

(i) Each Reassessment Bond, or any portion of the principal thereof in the principal amount of $1.00 or any integral multiple of $0.01 in excess thereof, may be redeemed and paid in advance of maturity on any Interest Payment Date in any year by giving at least 30 days notice to the Owner thereof and by paying the principal amount thereof, plus interest to the date of redemption, unless sooner surrendered, in which event said interest will be paid to the date of payment, together with a redemption premium of (i) if the redemption occurs on or prior to September 2, ____, _____ percent (____%) of the principal amount of the Bonds being redeemed, and (ii) if the redemption occurs after September 2, ____, _____ percent (____%) of the principal amount of the Bond being redeemed.

(ii) The provisions of Part 11.1 of the Bond Law are applicable to the advance payment of Reassessments and to the calling of the Reassessment Bonds. With respect to the calling of the Reassessment Bonds, the Treasurer shall obtain a certificate of an Independent Financial Consultant verifying that, following such redemption of the Reassessment Bonds and related redemption of Authority Bonds pursuant to Section 2.2(b)(1) of the Authority Bonds Indenture, the scheduled principal and interest on the Reassessment Bonds to remain outstanding is adequate in time and amount to make the timely payment of the scheduled principal and interest due on the Authority Bonds that will remain outstanding following such redemption of Reassessment Bonds.

The Treasurer shall notify the Fiscal Agent of Reassessment Bonds to be called for redemption upon prepayment of Reassessments in amounts sufficient therefor, or whenever sufficient surplus funds are available therefor in the Redemption Fund, consistent with the certificate of the Independent Financial Consultant referred to in the preceding paragraph. The Fiscal Agent shall select Reassessment Bonds for retirement as designated by the Treasurer of the Authority in writing to the Fiscal Agent. Within each annual series, the Fiscal Agent shall select Reassessment Bonds for retirement by lot.

(b) *Notice to Fiscal Agent*. The Treasurer shall give the Fiscal Agent written notice of the aggregate amount of Reassessment Bonds to be redeemed pursuant to subsection (A) (i) not less than forty-five (45) days prior to the applicable redemption date, or such lesser period as is acceptable to the Fiscal Agent.

(c) *Redemption Procedure by Fiscal Agent*. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, or sent by such other means as is acceptable to the recipient thereof, to the respective Owners of any Reassessment Bonds

designated for redemption, at their addresses appearing on the Bond Register in the Principal Office of the Fiscal Agent; provided that (i) no notice of redemption need be given with respect to Reassessment Bonds registered in the name of the Trustee, and (ii) the failure to so send notice of redemption or of any person or entity to receive any such notice, or any defect in any notice of redemption, shall not affect the validity of the proceeding for the redemption of such Reassessment Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Reassessment Bonds are to be called for redemption, shall designate the Bond numbers of the Reassessment Bonds to be redeemed by giving the individual Bond number of each Reassessment Bond to be redeemed or shall state that all Reassessment Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Reassessment Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Reassessment Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Reassessment Bonds, or the portion thereof to be redeemed, will not accrue from and after the redemption date.

Upon surrender of Reassessment Bonds redeemed in part only, the Town shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the Town, a new Reassessment Bond or Reassessment Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Reassessment Bond or Reassessment Bonds.

(d) *Effect of Redemption*. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Reassessment Bonds so called for redemption shall have been deposited in the Redemption Fund on the date fixed for redemption, such Reassessment Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Reassessment Bonds redeemed by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Reassessment Bonds and, upon request of the Town, issue a certificate of destruction of such Reassessment Bonds to the Town.

Section 2.04. Refunding of Reassessment Bonds. The Reassessment Bonds may be refunded by the Town pursuant to Divisions 11 or 11.5 of the Bond Law upon the conditions as set forth in appropriate proceedings therefor; provided, however, that so long as the Authority is the Owner of the Reassessment Bonds, the Reassessment Bonds may be refunded only with the prior written consent of the Authority. This Section shall not apply to or in any manner limit advancement of the maturity of any of the Reassessment Bonds as provided in Parts 8, 9, 11, or 11.1 of the Bond Law, nor shall this Section 2.04 apply to or in any manner limit the redemption and payment of any Reassessment Bond pursuant to subsequent proceedings providing for the payment of amounts to eliminate previously imposed fixed lien assessments, including the Reassessments.

Section 2.05. Form of Reassessment Bonds. The Reassessment Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution of Issuance and the Bond Law.

Section 2.06. Execution of Reassessment Bonds. The Reassessment Bonds shall be executed on behalf of the Town by the facsimile signatures of its Treasurer and its Town Clerk. If any officer whose signature appears on any Reassessment Bond ceases to be such officer before delivery of the Reassessment Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Reassessment Bonds to the Owner. Any Reassessment Bond may be signed and attested on behalf of the Town by such persons as at the actual date of the execution of such Reassessment Bond shall be the proper officers of the Town although at the nominal date of such Reassessment Bond any such person shall not have been such officer of the Town.

Only such Reassessment Bonds as shall bear thereon a certificate of authentication and registration in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication and registration of the Fiscal Agent shall be conclusive evidence that the Reassessment Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.07. Transfer of Reassessment Bonds. Any Reassessment Bond may, in accordance with its terms, be transferred, upon the Bond Register by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Reassessment Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the Town. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer. Whenever any Reassessment Bond or Reassessment Bonds shall be surrendered for transfer, the Town shall execute and the Fiscal Agent shall authenticate and deliver a new Reassessment Bond or Reassessment Bonds, for like aggregate principal amount(s), maturity(ies) and interest rate(s) in the denominations herein authorized. Neither the Town nor the Fiscal Agent shall be required to make such transfer of Reassessment Bonds on or after a Record Date or any such transfer after an Reassessment Bond has been called for redemption.

Section 2.08. Exchange of Reassessment Bonds. Reassessment Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Reassessment Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the Town. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange. Neither the Town nor the Fiscal Agent shall be required to make such exchange of Reassessment Bonds between a Record Date and an Interest Payment Date or after an Reassessment Bond has been called for redemption.

Section 2.09. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Reassessment Bonds which books shall show the series number, date, maturity amount, rate of interest and last registered Owner of each Reassessment Bond and shall at all times be open to inspection by the Town during regular business hours on any Business Day, upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Reassessment Bonds as hereinbefore provided.

Section 2.10. Temporary Reassessment Bonds. The Reassessment Bonds may be initially issued in temporary form exchangeable for definitive Reassessment Bonds when ready for

delivery. The temporary Reassessment Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the Town, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Reassessment Bond shall be executed by the Town and authenticated by the Fiscal Agent upon the same conditions and in substantially the same manner as the definitive Reassessment Bonds. If the Town issues temporary Reassessment Bonds it will execute and furnish definitive Reassessment Bonds without delay and thereupon the temporary Reassessment Bonds shall be surrendered, for cancellation, in exchange for the definitive Reassessment Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Reassessment Bonds an equal aggregate principal amount of definitive Reassessment Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive bonds authenticated and delivered hereunder.

Section 2.11. Reassessment Bonds Mutilated, Lost, Destroyed or Stolen. If any Reassessment Bond shall become mutilated, the Town, at the expense of the Owner of said Reassessment Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Reassessment Bond of like tenor and principal amount in exchange and substitution for the Reassessment Bond so mutilated, but only upon surrender to the Fiscal Agent of the Reassessment Bond so mutilated. Every mutilated Reassessment Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall, upon request of the Town, deliver a certificate of destruction thereof to the Town. If any Reassessment Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to the Fiscal Agent and indemnity for the Town and the Fiscal Agent satisfactory to the Fiscal Agent shall be given, the Town, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Reassessment Bond of like tenor and principal amount in lieu of and in substitution for the Reassessment Bond so lost, destroyed or stolen. The Town may require payment of a sum not exceeding the actual cost of preparing each new Reassessment Bond delivered under this Section 2.11 and of the expenses which may be incurred by the Town and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Reassessment Bond delivered under the provisions of this Section in lieu of any Reassessment Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Town whether or not the Reassessment Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Reassessment Bonds issued pursuant to this Agreement.

Section 2.12. Limited Obligation. All obligations of the Town under this Agreement and the Reassessment Bonds shall not be general obligations of the Town, but shall be limited obligations, payable solely from the Reassessments and the funds pledged therefore hereunder. Neither the faith and credit of the Town nor of the State of California or any political subdivision thereof is pledged to the payment of the Reassessment Bonds. The Town hereby determines under Section 8769 of the Bond Law that it will not be obligated to advance available surplus funds from the Town treasury to cure any deficiency in the Redemption Fund. The Reassessment Bonds are payable solely from and secured solely by the Reassessments and the amounts in the Redemption Fund created hereunder.

Section 2.13. No Acceleration. The principal of the Reassessment Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Reassessment Bonds under Section 2.03 hereof, or the defeasance of the Reassessment Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF REASSESSMENT BONDS

Section 3.01. Issuance and Delivery of Reassessment Bonds. At any time after the execution of this Agreement, the Town may issue the Reassessment Bonds in the aggregate principal amount set forth in Section 2.01 hereof and deliver the Reassessment Bonds to the Original Purchaser. Pursuant to the Resolution of Issuance, the Authorized Officers of the Town are authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Reassessment Bonds in accordance with the provisions of the Act, the Bond Law, the Resolution of Issuance and this Agreement, and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Reassessment Bonds to the Original Purchaser and the disposition of the proceeds thereof as provided herein.

Section 3.02. Application of Proceeds of Sale of Reassessment Bonds. The proceeds of the purchase of the Reassessment Bonds by the Original Purchaser ($_____) shall be paid to the Escrow Bank, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date into the Escrow Fund.

In addition to the foregoing, on the Closing Date the Town shall transfer or cause to be transferred (i) to the Escrow Bank for deposit in the Escrow Fund, $_____ from amounts in the reserve funds and the redemption funds relating to the Prior Bonds, and (ii) to the Credit Account referred to in Section 5.01(d), $233,449.18 to the Del Mar 2006 Subaccount therein and $169,444.53 to the Del Mar 2010 Subaccount therein.

Section 3.03. Validity of Reassessment Bonds. The validity of the authorization and issuance of the Reassessment Bonds shall not be dependent upon the completion of the Project or upon the performance by any person or such person's obligation with respect to the Project.

Section 3.04. Pledge of Reassessments. The Reassessment Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Reassessments and all moneys deposited in the Redemption Fund. The Reassessments and all moneys deposited into said fund (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Reassessment Bonds as provided herein and in the Bond Law until all of the Reassessment Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

ARTICLE IV

ESTABLISHMENT OF FUNDS

Section 4.01. Redemption Fund.

(a) *Establishment of Redemption Fund*. The Redemption Fund is hereby established as a separate fund to be held by the Finance Director to the credit of which deposits shall be made as required by Section 5.01 hereof, Section 4.4 of the Authority Bonds Indenture, and any other amounts required to be deposited therein by this Agreement or the Bond Law. Moneys in the Redemption Fund shall be held by the Finance Director for the benefit of the Town and the Owners of the Reassessment Bonds, and shall be disbursed for the payment of the principal of, and interest and any premium on, the Reassessment Bonds, and for payment of administrative expenses of the Reassessment District and Administrative Expenses (as defined in the Authority Bonds Indenture), as provided below.

Within the Redemption Fund the Finance Director shall establish a Prepayment Subaccount into which shall be placed the proceeds of the prepayment of any Reassessment and which Prepayment Account shall be administered in accordance with the provisions of Section 8767 of the Bond Law.

(b) *Disbursements*.

(i) General. At least eight Business Days prior to each Interest Payment Date, the Finance Director shall withdraw from the Redemption Fund and pay to the Fiscal Agent, who shall remit the same to the Owners of the Reassessment Bonds an amount equal to the principal of, and interest and any premium, then due and payable on the Reassessment Bonds. Fifteen (15) Business Days prior to each Interest Payment Date, the Finance Director shall determine if the amounts then on deposit in the Redemption Fund are sufficient to pay the debt service due on the Reassessment Bonds on such Interest Payment Date. If there are insufficient funds in the Redemption Fund to make the payments provided for in the preceding sentence the Fiscal Agent shall apply the available funds transferred to it in the manner provided in the Bond Law, as directed by the Town in writing. Past due payments of principal and interest shall continue to bear interest at the rate of interest on the Reassessment Bonds. In the event of any delinquency in payment of the Reassessment Bonds, such delinquency shall be paid from the first available moneys in the Redemption Fund arising from the collection of delinquent Reassessments.

(ii) Redemption of Reassessment Bonds. Funds placed in the Prepayment Account of the Redemption Fund shall be disbursed therefrom by the Finance Director to the Fiscal Agent for the call and redemption of Reassessment Bonds on the redemption date, and in the amounts as set forth in Section 2.03(a)(i) hereof.

(iii) Payment of Administrative Expenses. Funds placed in the Redemption Fund attributable to the administrative costs of prepayment of Reassessments and any amounts collected pursuant to Sections 8682 and 8682.1 of the Bond Law (as further described in Section 5.01(c) hereof) shall be used by the Town to pay the costs of the Town in complying with the provisions of this Agreement and the administration of the Reassessment District and Administrative Expenses (as defined in the Authority Bonds Indenture).

(iv) Credits and Rebate. Any earnings on investments not required to be disbursed under Section 4.01(b) (i), (ii) and (iii) above, shall be credited against Debt

Service or, in the sole discretion of the Town, applied to the call and redemption or defeasance of Reassessment Bonds; provided, however, that before any such credit shall be made, such earnings shall be available for the payment of any rebate that may be owed under Section 5.14 hereof.

(c) *Investment*. Moneys in the Redemption Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Redemption Fund to be used for the purposes of such fund.

(d) *Additional Funds*. The Fiscal Agent may establish additional funds, accounts or subaccounts of the funds established hereunder as the Fiscal Agent deems necessary or prudent in furtherance of its duties under this Fiscal Agent Agreement.

Section 4.02. Escrow Fund. On the Closing Date, the Finance Director is hereby directed and authorized to cause to be established the Escrow Fund to be held by the Escrow Bank under the Escrow Agreement. The purpose of the establishment of the Escrow Fund shall be to assure the timely retirement of the Prior Bonds in advance of their respective stated maturities, using a portion of the proceeds of the Reassessment Bonds and other funds held by the Town with respect to the Prior Bonds and investment earnings thereon, all as specified in the Escrow Agreement.

Section 4.03. Costs of Issuance Fund. It is hereby acknowledged that there has been created under the Authority Bonds Indenture a Costs of Issuance Fund (as such term is defined in the Authority Bonds Indenture). Such fund shall be administered as provided in the Authority Bonds Indenture.

Section 4.04. No Reserve Fund. No reserve fund has been created for the Reassessment Bonds.

ARTICLE V

COVENANTS OF THE TOWN

Section 5.01. Collection of Reassessments. The Town shall comply with all requirements of the Act, the Bond Law and this Agreement to assure the timely collection of the Reassessments, including, without limitation, the enforcement of delinquent Reassessments. Any funds received by the Town in and for the Reassessment District, including, but not limited to, collections of Reassessments upon the secured tax rolls, collections of delinquent Reassessments and penalties thereon, through foreclosure proceedings and the prepayment of Reassessments or portions thereof, shall be immediately deposited into the Redemption Fund. To that end, the following shall apply:

(a) The Reassessments as set forth on the list thereof on file with the Treasurer together with the interest thereto, shall be payable in annual series corresponding in number to the number of serial maturities of the Reassessment Bonds issued. An annual proportion of each Reassessment shall be payable in each year preceding the date of maturity of each of the several series of Reassessment Bonds issued sufficient to pay the Reassessment Bonds when due and such proportion of each Reassessment coming due in any year, together with the annual interest thereon, shall be payable in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interests after delinquency as do the general taxes on real property. All sums received from the collection of the Reassessments and of the interest and penalties thereon shall be transmitted by the Town to the Finance Director, to be placed in the Redemption Fund. Any prepayments of Reassessments shall be placed in the Prepayment Subaccount established under and administered in accordance with Section 4.01(A) hereof.

(b) The Finance Director shall, before the final date on which the Auditor will accept the transmission of the Reassessments for the parcels within the Reassessment District for inclusion on the next tax roll, prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the installments of the Reassessments on the next secured tax roll. The Finance Director is hereby authorized to employ consultants to assist in computing the installments of the Reassessments hereunder and in reconciling Reassessments billed to amounts received as provided in subsection (C) of this Section 5.01.

(c) The Reassessments shall be payable and be collected in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. In addition to any amounts authorized pursuant to Section 8682 of the Bond Law to be included with the annual amounts of installments as aforesaid, the Town, pursuant to Section 8682.1 of the Bond Law, may cause to be entered on the Reassessment roll on which taxes will next become due, opposite each lot or parcel of land within the Reassessment District in the manner set forth in said Section 8682, each lot's pro rata share of the estimated annual expenses of the Town in connection with the administrative duties thereof for the Reassessment Bonds and the Administrative Expenses (as defined in the Authority Bonds Indenture), including, but not limited to, the costs of registration, authentication, transfer and compliance with the provisions of this Article V, which amounts shall be placed in the

Redemption Fund. Delinquent Reassessments shall be subject to foreclosure pursuant to Section 5.02 hereof.

(d) Notwithstanding the foregoing, it is hereby acknowledged that there were excess improvement funds available to be credited to the assessments to be levied in the Del Mar Valley Utility Undergrounding Assessment District (the "Del Mar 2006 District") and in the Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (the "Del Mar 2010 District"). To that end, on the Closing Date, the Finance Director shall establish a Credit Account, and in the Credit Account a Del Mar 2006 Subaccount to which the Finance Director shall cause to be deposited $233,449.18, and a Del Mar 2010 Subaccount to which the Finance Director shall cause to be deposited $169,444.53, said deposits in each case to be made from the remaining excess improvement fund held for the related Prior District.

Amounts in the Del Mar 2006 Subaccount shall be credited against the Reassessments to be levied on parcels formerly in the Del Mar 2006 District, and shall be transferred to the Redemption Fund as follows: (i) at least eight Business Days prior to March 2, 2017, $_____, (ii) at least eight Business Days prior to September 2, 2017, $_____, (iii) at least eight Business Days prior to March 2, 2018, $_____, and (iv) at least eight Business Days prior to September 2, 2018, any remaining amount in such Subaccount. Amounts in the Del Mar 2010 Subaccount shall be credited against the Reassessments to be levied on parcels formerly included in the Del Mar 2010 District, and shall be transferred to the Redemption Fund as follows: (i) at least eight Business Days prior to March 2, 2017, $_____, (ii) at least eight Business Days prior to September 2, 2017, $_____, (iii) at least eight Business Days prior to March 2, 2018, $_____, and (iv) at least eight Business Days prior to September 2, 2018, any remaining amount in such Subaccount.

Section 5.02. Foreclosure. The Town hereby covenants with and for the benefit of the Owners of the Reassessment Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Reassessment or installment thereof not paid when due as provided in the following paragraph.

On or about February 15 and June 15 of each Fiscal Year, the Finance Director shall compare the amount of Reassessments due and payable to the amount of Reassessment Payments theretofore received by the Town, and:

(a) If the Finance Director determines that any single parcel subject to a Reassessment is delinquent in the payment of three or more installments of the Reassessments, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the Town within 90 days of such determination; and

(b) If the Finance Director determines that the total amount of delinquent Reassessments for the prior Fiscal Year for the entire Reassessment District (including the total of delinquencies under subsection (a) above), exceeds 4% of the total Reassessment levied for the prior Fiscal Year, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Reassessments and demand immediate payment of the delinquency within 45 days of such determination, and the Town shall commence foreclosure proceedings within 90 days of such determination

against each parcel of land in the Reassessment District with a Reassessments delinquency.

Nothing in this Section 5.02 shall, however, prevent the Finance Director or the Town Attorney from commencing foreclosure proceedings before the occurrence of any of clause (a) or (b) of the preceding paragraph.

Notwithstanding the foregoing, the Town may elect to defer foreclosure proceedings with respect to any delinquent parcel if the Town has received funds equal to the delinquent Reassessments from any source, and those funds are available to contribute toward the payment of the principal of (including sinking fund payments) and interest on the Reassessment Bonds when due (including without limitation funds received under the Teeter Plan and funds from the sale of the receivables associated with delinquent Reassessments).

The Finance Director shall notify the Town Attorney of any such delinquency of which the Finance Director is aware, and the Town Attorney shall commence, or cause to be commenced, such foreclosure proceedings. The Town Attorney is hereby authorized to employ counsel to conduct any such foreclosure proceedings.

Section 5.03. Punctual Payment. The Town will punctually pay or cause to be paid the principal of, and interest and any premium on, the Reassessment Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and all Supplemental Agreements and of the Reassessment Bonds.

Section 5.04. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the Town shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Reassessment Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the Town, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Reassessment Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.05. Against Encumbrance. The Town will not encumber, pledge or place any charge or lien upon any of the unpaid Reassessments or other amounts pledged to the Reassessment Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Reassessment Bonds, except as permitted by this Agreement, the Act or the Bond Law.

Section 5.06. Books and Accounts. The Town will keep, or cause to be kept, proper books of record and accounts, separate from an other records and accounts of the Town, in which complete and correct entries shall be made of all transactions relating to the Redemption Fund and the Reassessments, which records shall be subject to inspection by the Fiscal Agent upon reasonable prior notice on any Business Day.

Section 5.07. Protection of Security and Rights of Owners. The Town will preserve and protect the security of the Reassessment Bonds and the rights of the Owners thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of any of the Reassessment Bonds by the Town, the Reassessment Bonds shall be incontestable by the Town.

Section 5.08. Further Assurances. The Town will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.09. Private Activity Bond Limitation. The Town shall assure that the proceeds of the Prior Bonds and of the Reassessment Bonds are not so used as to cause the Authority Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(b) of the Code.

Section 5.10. Private Loan Financing Limitation. The Town shall assure that the proceeds of the Prior Bonds and of the Reassessment Bonds are not so used as to cause the Authority Bonds to satisfy the private loan financing test of section 141(c) of the Code.

Section 5.11. Federal Guarantee Prohibition. The Town shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Authority Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.12. No Arbitrage. The Town shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Prior Bonds and of the Reassessment Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Authority Bonds would have caused the Authority Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.13. Maintenance of Tax-Exemption. The Town shall take all actions necessary to assure the exclusion of interest on the Authority Bonds from the gross income of the owners of the Authority Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Authority Bonds.

Section 5.14. Rebate Requirement. The Town shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, as applicable to the Prior Bonds and the Authority Bonds.

Section 5.15. Continuing Disclosure. The Town hereby covenants and agrees that it will assist the Authority in complying with and carrying out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the Authority to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder; however, any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or any holder or beneficial owner of the Authority Bonds may take such actions as may be necessary and appropriate to compel performance by the Authority of its obligations thereunder, including seeking mandate or specific performance by court order.

ARTICLE VI

INVESTMENTS; LIABILITY OF THE TOWN

Section 6.01. Investment of Moneys. Subject in all respects to the provisions of Section 6.02, moneys in the Redemption Fund established by this Agreement and held by the Finance Director may be invested in any lawful investment for Town funds. The following shall apply to such investments:

(a) Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

(b) The Finance Director may act as principal or agent in the acquisition or disposition of any investment. The Town shall incur no liability for losses arising from any investments made pursuant to this Section. For purposes of determining the amount on deposit in any fund or account held hereunder, all investments credited to such fund or account shall be valued at the lesser of the cost thereof (excluding accrued interest and brokerage commissions, if any) or fair market value.

(c) Investments in any and all funds and accounts may at the discretion of the Finance Director be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Town hereunder.

Section 6.02. Liability of Town. The Town shall not incur any responsibility in respect of the Reassessment Bonds or this Agreement other than in connection with the duties or obligations explicitly provided herein or in the Reassessment Bonds. The Town shall not be liable to any Owner in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Town shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Reassessment Bonds, or as to the existence of a default thereunder. Under this Agreement, the following shall apply to the Town:

(a) In the absence of bad faith, the Town, including the Treasurer, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Town and conforming to the requirements of this Agreement. The Town, including the Treasurer, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts other than to the extent of money improperly obtained or retained by the Town;

(b) No provision of this Agreement shall require the Town to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to (i) imposing and collecting the Reassessments and transferring the same to the Fiscal Agent; and (ii) defending the validity of the Reassessments and the Reassessment Bonds and the proceedings related thereto) in the performance of any of its obligations hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it;

(c) The Town may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Town may consult with counsel, who may be the Town Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith;

(d) The Town shall not be bound to recognize any person as the Owner of a Reassessment Bond unless duly registered and until such Reassessment Bond is submitted for inspection, if required, and his title thereto satisfactory established, if disputed; and

(e) Whenever in the administration of its duties under this Agreement the Town shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Town, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent or other expert retained by the Town for the purposes hereof, and such certificate shall be full warrant to the Town for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Town may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

Section 6.03. Employment of Agents by Town. In order to perform its duties and obligations hereunder, the Town Treasurer may employ such persons or entities as he deems necessary or advisable. The Town shall not be liable for any of the acts or omissions of such persons or entities employed by it with reasonable care and in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank National Association, at its office in San Francisco, California, is hereby appointed Fiscal Agent and Paying Agent for the Reassessment Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent. With respect to the appointment of the Fiscal Agent, the following shall apply:

(a) At any time and with or without cause, the Town may (and at the written request of the Owners of fifty-one percent (51%) of the Outstanding Reassessment Bonds shall) remove the Fiscal Agent initially appointed and any successor thereto, and may appoint a successor or successor's thereto, but any Fiscal Agent shall be a corporation, bank or trust company having (or whose bank holding company shall have) a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or state authority. If such corporation, bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such corporation, bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Fiscal Agent may at any time resign by giving written notice to the Town and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the Town shall promptly appoint a successor Fiscal Agent, satisfying the requirements of Section 7.01(A) above, by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective only upon acceptance of appointment by a successor Fiscal Agent.

(c) If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Fiscal Agent shall have given to the Town written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Reassessment Bond Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

(d) If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Treasurer of the Town in trust for the benefit of the Owners. The Town covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owners of the Reassessment Bonds.

(e) Any company into which a successor Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the preceding paragraphs of this Section 7.01 shall

be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Fiscal Agent shall give the Treasurer written notice of any such succession hereunder.

Section 7.02. Liability of Fiscal Agent. With respect to the liability of the Fiscal Agent, the following shall apply:

(a) The recitals of facts, covenants and agreements herein and in the Reassessment Bonds contained shall be taken as statements, covenants and agreements of the Town, and the Fiscal Agent assumes no responsibility for the correctness of the same, makes no representations as to the validity or sufficiency of this Agreement or of the Reassessment Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Reassessment Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any official statement or other disclosure material prepared or distributed with respect to the issuance of the Reassessment Bonds;

(b) The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document (which may be sent by facsimile, confirmed in writing by mail) which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument;

(c) The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts;

(d) No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

(e) The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction; and

(f) The Fiscal Agent may become the owner of the Reassessment Bonds with the same rights it would have if it were not the Fiscal Agent.

(g) The Fiscal Agent may execute any of the powers hereof and perform any of its duties by and through attorneys, agents, receivers, consultants or employees and shall not be responsible for any loss or damage resulting from any action or nonaction exercised reasonably and in good faith in reliance on the opinion or advice of such attorneys, agents, receivers, consultants or employees.

(h) At any and all reasonable times, the Fiscal Agent and its duly authorized agents, attorneys, experts, accountants and representatives shall have the right fully to inspect all books, papers and records of the Town pertaining to the Reassessment Bonds and to make copies of any such books, papers and records such as may be desired but which is not privileged by statute or law.

(i) The Fiscal Agent shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

Section 7.03. Information; Books and Accounts. The Fiscal Agent shall provide to the Town such information relating to the Reassessment Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the Town shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it relating to the expenditure of amounts disbursed from the Redemption Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours on any Business Day be subject to the inspection of the Town and the Owners of not less than ten percent (10%) of the principal amount of the Reassessment Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may conclusively rely, without undertaking any investigation or inquiry, and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties, and which may be sent in the form of a facsimile confirmed in writing by mail. The Fiscal Agent may consult with counsel, who may be counsel to the Town, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. The Fiscal Agent shall not be bound to recognize any person as the Owner of an Reassessment Bond unless and until such person is the registered Owner of such Reassessment Bond and such Reassessment Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed. Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, the Fiscal Agent may request and such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Town, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation; Indemnification. The Town shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this

Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of the Fiscal Agent's in house or other attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The Town further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees. directors and agents harmless against any liabilities and costs, including, without limitation, attorneys' fees and costs, which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the Town under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Reassessment Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the Town and of the Owners of the Reassessment Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Reassessment Bonds then Outstanding, exclusive of Reassessment Bonds disqualified as provided in Section 8.04. No such modification or amendment, except as provided in Section 8.03, shall (i) extend the maturity of any Reassessment Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the Town to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the Town of any pledge or lien upon the Reassessments superior to or on a parity with the pledge and lien created for the benefit of the Reassessment Bonds (except as otherwise permitted by the Act, the Resolution of Issuance, the laws of the United States of America or and this Agreement), or reduce the percentage of Reassessment Bonds required for the amendment hereof. No such amendment may modify any of the rights or increase any of the obligations of the Fiscal Agent (other than pursuant to Section 8.01(D))without its written consent. This Agreement and the rights and obligations of the Town and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Town in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the Town;

(b) to make modifications not adversely affecting any outstanding series of Reassessment Bonds of the Town in any material respect;

(c) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the Town may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Reassessment Bonds; or

(d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Authority Bonds.

Section 8.02. Owners' Meetings. The Town may at any time call a meeting of the Owners. In such event the Town is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The Town and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Reassessment Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is not permitted by Section 8.01 hereof, to take effect when and as provided in this Section 8.03. With respect to such Supplemental Agreement under this Section 8.03, the following shall apply:

(a) A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Reassessment Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided;

(b) Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Reassessment Bonds then Outstanding (exclusive of Reassessment Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Reassessment Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Reassessment Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed; and

(c) After the Owners of the required percentage of Reassessment Bonds shall have filed their consents to the Supplemental Agreement, the Town shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Reassessment Bonds and will be effective as provided in this Section but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto. Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of matters therein of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the Town and the Owners of all Reassessment Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Reassessment Bonds. Reassessment Bonds owned or held for the account of the Town, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Reassessment Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the Town and all Owners of Reassessment Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Reassessment Bonds Issued After Amendment. The Town may determine that Reassessment Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the Town, as to such action. In that case, upon request of the Owner of any Reassessment Bond Outstanding at such effective date and presentation of his Reassessment Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the Town may select and designate for that purpose, a suitable notation shall be made on such Bond. The Town may determine that new Reassessment Bonds, so modified as in the opinion of the Town is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon request of the Owner of any Reassessment Bonds then Outstanding, such new Reassessment Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Reassessment Bonds then Outstanding, upon surrender of such Reassessment Bonds.

Section 8.07. Amendatory Endorsement of Reassessment Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Reassessment Bonds held by him, provided that due notation thereof is made on such Reassessment Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the Town, the Fiscal Agent and the Owners any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All Reference to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the Town or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the Town or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. Subject to the provisions of Section 2.04 hereof, if the Town shall pay and discharge the entire indebtedness on all Reassessment Bonds Outstanding in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of, and interest and any premium on, all Reassessment Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, in trust, at or before maturity, money which is fully sufficient to pay all Reassessment Bonds Outstanding, including all principal, interest and redemption premiums; or

(c) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the Town shall determine, as confirmed by Bond Counsel or an independent certified public accountant, which will, together with the interest to accrue thereon and moneys then on deposit in the fund provided for in Section 4.02, be fully sufficient to pay and discharge the indebtedness on all Reassessment Bonds (including all principal, Sinking Fund Payments, interest and redemption premiums) at or before their respective maturity dates;

and if such Reassessment Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the Town, and notwithstanding that any Reassessment Bonds shall not have been surrendered for payment, the pledge of the Reassessments and other funds provided for in this Agreement and all other obligations of the Town under this Agreement with respect to all Reassessment Bonds Outstanding shall cease and terminate, except only the obligation of the Town to pay or cause to be paid to the Owners of the Reassessment Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof; and thereafter Reassessments shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. Any funds thereafter held by the Fiscal Agent which are not required for said purpose shall be paid over to the Town to be used by the Town as provided in the Act and the Bond Law.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by

Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing. Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The ownership of registered bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books. Any consent request, declaration or other instrument or writing of the then registered Owner of any Reassessment Bond shall bind all future Owners of such Reassessment Bond in respect of anything done or suffered to be done by the Town or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No Councilmember, officer, agent or employee of the Town shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Reassessment Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demand on Town and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the Town may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Town with the Fiscal Agent) as follows:

Town of Tiburon, California
1505 Tiburon Boulevard
Tiburon, CA 94920
Attention: Director of Administrative Services

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Town to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the Town) as follows:

U.S. Bank National Association
1 California Street, 10th Floor
San Francisco, CA 94111
Attention: Corporate Trust Department

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The Town hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Reassessment Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Reassessment Bonds which remains unclaimed for two (2) years after the date when such payments of principal, interest or any

premium have become payable, shall be repaid by the Fiscal Agent to the Town as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Town for the payment of the principal of, and interest and any premium on, such Reassessment Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Bond Law. In the event of a conflict between any provision of this Agreement with any provision of the Bond Law, the provision of the Bond Law shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Reassessment Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act and the Bond Law relative to their issuance and the levy of the Reassessments.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Reassessment Bonds or the date fixed for redemption of any Reassessment Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no additional interest shall accrue from such Interest Payment Date until such Business Day.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed in its name, and the Fiscal Agent has caused this Agreement to be executed in its name, all as of the date first written above.

TOWN OF TIBURON, CALIFORNIA

By _____
Greg Chanis,
Town Manager

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By _____
Authorized Officer

20034.01:J14110

EXHIBIT A

FORM OF BOND

United States of America
State of California
County of Marin

TOWN OF TIBURON
LIMITED OBLIGATION REFUNDING BOND
2016 CONSOLIDATED REASSESSMENT DISTRICT

INTEREST RATE	MATURITY DATE	BOND DATE
___%	September 2, ____	August 25, 2016

REGISTERED OWNER: U.S. Bank National Association, as Trustee for the Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)

PRINCIPAL SUM: _____DOLLARS

Under and by virtue of the Improvement Bond Act of 1915, Division 10 (commencing with Section 8500) of the Streets and Highways Code (the "Act"), the Town of Tiburon, California, County of San Francisco, State of California (the "Town"), will, out of the redemption fund for the payment of the Reassessment Bonds issued upon the unpaid portion of reassessments more fully described in proceedings taken pursuant to Resolution of Intention No. _____ adopted by the Town Council of the Town on July 20, 2016, pay to the registered owner named above or registered assigns, on the maturity date stated above, the principal amount stated above, in lawful money of the United States of America and in like manner will pay interest from the interest payment date next preceding the date on which this bond is authenticated, unless this bond is authenticated and registered as of an interest payment date, in which event it shall bear interest from such interest payment date, or unless this bond is authenticated and registered prior to February 16, 2017, in which event it shall bear interest from the dated date above until payment of the principal amount shall have been discharged, at the rate per annum stated above, payable semiannually on March 2 and September 2 in each year commencing on March 2, 2017. Both the principal hereof and redemption premium hereon are payable upon surrender at the office of U.S. Bank National Association, as Authentication Agent, Fiscal Agent, Registrar and Paying Agent (the "Fiscal Agent"), in San Francisco, California, and the interest hereon is payable by check mailed by first class mail to the registered owner hereof at the owner's address as it appears on the records of the Fiscal Agent as of the 15th day of the month immediately preceding each interest payment date (the "Record Date"), or by wire transfer made on such Interest Payment Date to the original Registered Owner, or upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of Reassessment Bonds delivered to the Fiscal Agent prior to the applicable Record Date.

This bond will continue to bear interest after maturity at the rate above stated; provided it is presented at maturity and payment thereof is refused upon the sole ground that there are not sufficient moneys in said redemption fund with which to pay same. If it is not presented at maturity, interest thereon will run until maturity.

This bond is one of several annual series of bonds of like date, tenor, and effect, but differing in amounts, maturities and interest rates, issued by the Town of Tiburon, California under the Act, the Resolution of Issuance and the Fiscal Agent Agreement for the purpose of providing means for refunding the prior bonds described in the proceedings, and is secured by a pledge of the moneys in said redemption fund and by the unpaid portion of said reassessments made for the payment of the Reassessment Bonds, and, including principal and interest, is payable exclusively out of said fund.

This bond is transferable by the registered owner hereof, in person or by the owner's attorney duly authorized in writing, at the office of the Agent, subject to the terms and conditions provided in the Resolution of Issuance and the Fiscal Agent Agreement between the Town and the Agent, including the payment of certain charges, if any, upon surrender and cancellation of this bond. Upon such transfer, a new registered bond or bonds, of any authorized denomination or denominations, of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Reassessment Bonds shall be registered only in the name of an individual (including joint owners), a corporation, a partnership, or a trust.

Neither the Town nor the Fiscal Agent shall be required to make such exchange or registration of transfer of bonds during the 15 days immediately preceding any interest payment date or after any bond has been called for redemption.

The Town and the Fiscal Agent may treat the registered owner hereof as the absolute owner for all purposes, and the Town and the Fiscal Agent shall not be affected by any notice to the contrary.

This bond or any portion of it in the amount of one dollar ($1.00), or any integral multiple of $0.01 in excess thereof, may be redeemed and paid in advance of maturity upon the second day of March or September in any year by giving at least 30 days' notice by registered or certified mail or personal service to the registered owner hereof at the registered owner's address as it appears on the registration books of the Fiscal Agent and by paying principal and accrued interest together with a premium, if any, in the amount specified in the Fiscal Agent Agreement.

The Reassessment Bonds are subject to refunding under the procedures of Division 11 (commencing with Section 9000) or Division 11.5 (commencing with Section 9500) of the Streets and Highways Code subject to the conditions set forth in the Fiscal Agent Agreement.

This bond is a limited obligation refunding bond because, under the Resolution of Issuance and the Fiscal Agent Agreement, the Town is not obligated to advance funds from the Town treasury to cover any deficiency which may occur in the redemption fund for the Reassessment Bonds; however, the Town is not prevented, in its sole discretion, from so advancing funds.

This bond shall not be entitled to any benefit under the Act, the Resolution Authorizing Issuance of Bonds (the "Resolution of Issuance") and the Fiscal Agent Agreement dated as of August 1, 2016 between the Town and the Fiscal Agent (the "Fiscal Agent Agreement") executed pursuant to the Resolution of Issuance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IN WITNESS WHEREOF, said Town of Tiburon, California has caused this bond to be signed in facsimile by the Treasurer of said Town and by its Town Clerk, and has caused its corporate seal to be reproduced in facsimile hereon all as of the 25th day of August, 2016.

TOWN OF TIBURON, CALIFORNIA

By:_____
Treasurer

By: _____
Town Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Reassessment Bonds described in the within mentioned Resolution of Issuance and Fiscal Agent Agreement.

Dated: _____

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ _____ attorney, to transfer the same on the registration books of the Agent, with full power of substitution in the premises.

Dated: _____

Signature:

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor.

ESCROW AGREEMENT

by and between the

TOWN OF TIBURON, CALIFORNIA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Bank

Dated as of August 1, 2016

Relating to:

Town of Tiburon Limited Obligation Improvement Bonds,
Lyford Cove Utility Undergrounding Assessment District,

Town of Tiburon Limited Obligation Improvement Bonds,
Lyford Cove Utility Undergrounding Assessment District, Series 2005-2,

Town of Tiburon Limited Obligation Improvement Bonds,
Lyford Cove Utility Undergrounding Supplemental Assessment District,

Town of Tiburon Limited Obligation Improvement Bonds,
Stewart Drive Undergrounding Assessment District,

Town of Tiburon Limited Obligation Improvement Bonds,
Main Street Assessment District,

Town of Tiburon Limited Obligation Improvement Bonds,
Del Mar Valley Utility Undergrounding Assessment District, and

Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds,
Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District

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EXHIBIT A SCHEDULE OF ORIGINAL FEDERAL SECURITIES

EXHIBIT B SCHEDULE OF PAYMENTS ON PRIOR ASSESSMENT BONDS

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement"), is made and entered into as of August 1, 2016, by and between the TOWN OF TIBURON, CALIFORNIA, a municipal corporation and public body, corporate and politic organized and existing under the laws of the United States of America (the "Town") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as escrow bank hereunder (the "Escrow Bank").

R E C I T A L S :

WHEREAS, the Town Council of the Town has conducted proceedings to form (i) the Town of Tiburon, Lyford Cove Utility Undergrounding Assessment District, (ii) the Town of Tiburon, Lyford Cove Utility Undergrounding Supplemental Assessment District, (iii) the Town of Tiburon, Stewart Drive Undergrounding Assessment District, (iv) the Town of Tiburon, Main Street Assessment District, (v) the Town of Tiburon, Del Mar Valley Utility Undergrounding Assessment District, and (vi) the Town of Tiburon, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Districts"), to levy assessments upon the land within the Prior Districts, and to issue bonds secured by said assessments to finance certain facilities;

WHEREAS, the Town authorized the issuance of its (i) Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, (ii) Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, (iii) Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, (iv) Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, (v) Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, (vi) Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and (vii) Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Assessment Bonds"), said Prior Assessment Bonds having been issued by the Town on March 15, 2005, October 11, 2005, May 10, 2006, July 30, 2001, December 21, 1999, August 24, 2005 and September 9, 2010, respectively, pursuant to Resolution Nos. 01-2005, 42-2005, 20-2006, 33-2001 and 40-2001, 3388, 33-2005 and 46-2010, respectively, of the Town, adopted on February 2, 2005, September 7, 2005, April 19, 2006, June 20, 2001 and July 18, 2001, December 1, 1999, July 13, 2005 and August 25, 2010, respectively (collectively, the "Prior Assessment Bond Resolutions");

WHEREAS, the Town has determined to issue limited obligation refunding bonds in the aggregate principal amount of $_____ (the "2016 Reassessment Bonds") at this time for the purpose of providing funds to refund the Prior Assessment Bonds; and

WHEREAS, the Town and the Escrow Bank wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of moneys and federal securities to provide for the payment and redemption of the Prior Assessment Bonds in full.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Establishment of Escrow Fund. There is hereby created an escrow fund (the "Escrow Fund") to be held in trust by the Escrow Bank as an irrevocable escrow securing the payment of the Prior Assessment Bonds, as hereinafter set forth. The Escrow Bank shall administer the Escrow Fund as provided in this Agreement. All cash in the Escrow Fund is hereby irrevocably pledged as a special fund for the payment of the principal of and interest and premium on the Prior Assessment Bonds in accordance with the provisions of this Agreement, and the respective Prior Bond Resolutions. If at any time the Escrow Bank shall receive actual knowledge that the cash in the Escrow Fund will not be sufficient to make any payment required by Section 3 hereof, the Escrow Bank shall notify the Town of such fact and the Town shall immediately cure such deficiency from any source of legally available funds. The Escrow Bank shall have no obligation whatsoever to use its own funds to cure any such deficiency.

Section 2. Deposit into Escrow Fund; Investment of Amounts. Concurrent with delivery of the 2016 Reassessment Bonds, the Town shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of $11,056,490.58 in immediately available funds, which shall be derived as follows:

(a) the proceeds of sale of the 2016 Reassessment Bonds in the amount of $_____, and

(b) the moneys on deposit in the funds and accounts established for the Prior Assessment Bonds in the amount of $_____ (consisting of $_____ from the reserve funds for the Prior Assessment Bonds, and $_____ from the redemption funds for the Prior Assessment Bonds).

The moneys deposited into the Escrow Fund pursuant to the preceding paragraph shall be held in cash, uninvested. The Escrow Bank shall have no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund. The Escrow Bank may utilize any of its corporate affiliates as a depository to hold any uninvested moneys on behalf of the Escrow Bank in accordance with this Agreement.

Section 3. Instructions as to Application of Deposit. The total amount of cash deposited in the Escrow Fund hereunder shall be applied by the Escrow Bank for the purpose of paying the principal of and interest and premium on the Prior Assessment Bonds in accordance with the schedules set forth in Exhibit A attached hereto and by this reference incorporated herein. Following payment in full of the principal of and interest and premium, if any, on the Prior Assessment Bonds, all amounts on deposit in the Escrow Fund shall be transferred by the Escrow Bank to the fiscal agent for the 2016 Reassessment Bonds to be deposited in the redemption fund for, and used to pay debt service on, the 2016 Reassessment Bonds.

Section 4. Application of Proceeds from Prior Bond Funds. Upon receipt by the Escrow Bank of amounts remaining on deposit in the funds and accounts established for the Prior Assessment Bonds as of the date of delivery of the 2016 Reassessment Bonds ($_____), such amount shall be deposited in the Escrow Fund.

Section 5. Application of Certain Prior Terms . All of the terms of the Prior Assessment Bond Resolutions relating to the making of payments of the principal of and interest and premium on, and redeeming, the Prior Assessment Bonds are incorporated in this Agreement as if set forth in full herein.

Section 6. Proceedings for Redemption of Prior Bonds. The Town hereby irrevocably elects to redeem all of the outstanding Prior Assessment Bonds in full on September 2, 2016,

pursuant to the applicable provisions of the Prior Assessment Bond Resolutions. It is hereby acknowledged that notice of such redemption has been given by the Escrow Bank in accordance with the Prior Assessment Bond Resolutions, at the direction and expense of the Town.

Section 7. Compensation to Escrow Bank. The Town shall pay the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees (including fees of outside counsel and the allocated costs of internal attorneys) and other costs and expenses relating hereto and any extraordinary fees and expenses and, in addition, all fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The obligation of the Town under this Section 10 to pay compensation already earned by the Escrow Bank and to pay costs and expenses already incurred shall survive termination of this Agreement and shall survive the resignation or removal of the Escrow Bank.

Section 8. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Agreement unless the Town shall have deposited sufficient funds therefor with the Escrow Bank. The Escrow Bank may rely and shall be fully protected in acting upon the written instructions of the Town or its agents relating to any matter or action as Escrow Bank under this Agreement.

The Town shall indemnify, defend and save harmless the Escrow Bank from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the negligence or willful misconduct of the Escrow Bank, or (ii) its following any instructions or other directions hereunder, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Bank.

The indemnity provided in this Section 8 shall survive the termination of this Agreement and shall survive the resignation or removal of the Escrow Bank.

The Escrow Bank shall have such duties as are expressly set forth herein and no implied duties shall be read into this Agreement against the Escrow Bank. The Escrow Bank shall not be liable for any act or omission of the Town under this Agreement, or the Prior Assessment Bond Resolutions.

The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of moneys deposited with it to pay the principal, interest or premiums, if any, on the Prior Assessment Bonds.

Any bank, federal savings association or trust company into which the Escrow Bank may be merged or with which it may be consolidated shall become the Escrow Bank without any action of the Town.

The Escrow Bank shall have no liability or obligation to the holders of the Prior Assessment Bonds, the 2016 Reassessment Bonds or the Authority Bonds with respect to the payment of debt service by the Town or with respect to the observance or performance by the Town of the other conditions, covenants and terms contained in the Prior Assessment Bond

Resolutions, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Town pursuant to the Prior Assessment Bond Resolutions.

In no event shall the Escrow Bank be liable for any special indirect or consequential damages.

The Escrow Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on any certificate or opinion furnished to it in accordance with this Agreement, or the Prior Assessment Bond Resolution. The Escrow Bank may consult with counsel, whose opinion shall be full and complete authorization and protection to the Escrow Bank if it acts in accordance with such opinion.

The Escrow Bank shall not be liable for any error of judgment made in good faith by an authorized officer.

Nothing herein should be interpreted to require the Escrow Bank to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights hereunder.

The Escrow Bank may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees. In no event shall the Escrow Bank be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

Any corporation succeeding to all or substantially all of the corporate trust business of the Escrow Bank shall be the successor of the Escrow Bank hereunder, without the execution or filing of any paper or any further act on the part of the any of the parties hereto.

The Escrow Bank shall not be responsible for any of the recitals or representations contained herein.

The Escrow Agent may execute any of the trusts or powers under this Agreement or perform any duties under this Agreement either directly or by or through agents, attorneys, custodians or nominees.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Town elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's reasonable understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Town agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notwithstanding the foregoing, the protection afforded to the Fiscal Agent in

each provision of this paragraph shall be operative only in the absence of the Fiscal Agent's negligence or willful misconduct.

Section 9. Resignation of Escrow Bank. The Escrow Bank may at any time resign by giving written notice to the Town and the Authority, which notice shall indicate the date on which the resignation is to be effective (the "resignation date"). The Town shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective upon acceptance of appointment by a successor Escrow Bank. If the Town does not appoint a successor Escrow Bank by the resignation date, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank.

Section 10. Amendment. This Agreement may be amended or modified by the parties hereto, but only if there shall have been filed with the Town and the Escrow Bank (a) a written opinion of Bond Counsel stating that such amendment will not materially adversely affect the interests of the owners of the Prior Assessment Bonds, and that such amendment will not cause interest on the Prior Assessment Bonds or the Authority Bonds to become includable in the gross income of the owners thereof for federal income tax purposes, and (b) a certification of an independent certified public accountant that the amount on deposit in the Escrow Fund will at all times be at least sufficient to make the payments specified in Section 3 hereof.

Section 11. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Escrow Bank in trust for the payment and discharge of the principal of, and the interest and any premium on, the Prior Assessment Bonds which remain unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Escrow Bank at such date, shall be repaid by the Escrow Bank to the Town as its absolute property free from any trust, and the Escrow Bank shall thereupon be released and discharged with respect thereto and the owners of such Prior Assessment Bonds shall look only to the Town or the Authority, as applicable, for the payment of the principal of, and interest and any premium on, such Prior Assessment Bonds. Any right of any owner of the Prior Assessment Bonds to look to the Town for such payment shall survive only so long as required under applicable law.

Section 12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

IN WITNESS WHEREOF, the Town, the Authority and the Escrow Bank have each caused this Agreement to be executed by their duly authorized individuals all as of the date first above written.

TOWN OF TIBURON, CALIFORNIA

By: _____
Greg Chanis,
Town Manager

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank

By: _____
Authorized Officer

20034.01:J14111

EXHIBIT A

SCHEDULE OF PAYMENTS OF PRIOR ASSESSMENT BONDS

Town of Tiburon
Limited Obligation Improvement Bonds,
Lyford Cove Utility Undergrounding Assessment District

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$2,945,000.00	$_____	$56,900.00	$_____

Town of Tiburon
Limited Obligation Improvement Bonds,
Lyford Cove Utility Undergrounding Assessment District, Series 2005-2

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$173,415.00	$_____	$3,468.30	$_____

Town of Tiburon
Limited Obligation Improvement Bonds,
Lyford Cove Utility Undergrounding Supplemental Assessment District

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$1,992,561.00	$51,853.48	$39,851.22	$2,084,265.70

Town of Tiburon
Limited Obligation Improvement Bonds,
Stewart Drive Undergrounding Assessment District

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$920,000.00	$24,026.25	$26,100.00	$970,126.25

Town of Tiburon
Limited Obligation Improvement Bonds,
Main Street Assessment District

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$153,000.00	$4,819.50	$3,780.00	$161,599.50

Town of Tiburon
Limited Obligation Improvement Bonds,
Del Mar Valley Utility Undergrounding Assessment District

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$2,505,000.00	$59,478.75	$48,500.00	$2,612,978.75

Town of Tiburon
Limited Obligation Improvement Bonds,
Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District

Payment Date	Called Principal	Interest	Redemption Premium	Total
September 2, 2016	$1,885,000.00	$49,782.50	$37,400.00	$1,972,182.50

Total Escrow Fund Amount Needed $11,056,490.58

BOND PURCHASE CONTRACT (REASSESSMENT BONDS)

$_____
Town of Tiburon
Limited Obligation Refunding Bonds
2016 Consolidated Reassessment District

This BOND PURCHASE CONTRACT (ASSESSMENT BONDS) (this "Purchase Agreement"), dated August 1, 2016, is by and between the TIBURON PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority") and the TOWN OF TIBURON, CALIFORNIA, a municipal corporation and public body, corporate and politic (the "Town").

R E C I T A L S :

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing or refinancing for public capital improvements of local agencies within the State of California;

WHEREAS, on the date hereof, the Town is issuing its $_____ Town of Tiburon Limited Obligation Refunding Bonds 2016 Consolidated Reassessment District (the "Reassessment Bonds"), pursuant to a Fiscal Agent Agreement, dated as of August 1, 2016 (the "Fiscal Agent Agreement"), by and between the Town and U.S. Bank National Association, as fiscal agent, to refund (i) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, (ii) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2, (iii) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District, (iv) the Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District, (v) the Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District, (vi) the Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District, and (vii) the Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (collectively, the "Prior Bonds");

WHEREAS, the Authority has authorized the issuance of its $_____ Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District) (the "Authority Bonds"), under an Indenture of Trust, dated as of August 1, 2016 (the "Authority Bond Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), and under the Bond Law for the purpose of providing the funds required to acquire the Reassessment Bonds; and

WHEREAS, the Authority and the Town desire to enter into this Bond Purchase Contract (Reassessment Bonds) providing for the sale of the Reassessment Bonds by the Town to the Authority and containing the other agreements herein set forth.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Authority and the Town agree as follows:

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Town hereby sells to the Authority, and the Authority hereby purchases from the Town with the proceeds of the Authority Bonds, all of the $_____ aggregate principal amount of the Reassessment Bonds. The Reassessment Bonds will bear the annual interest rates and mature at the times set forth in Exhibit A attached hereto and hereby made a part hereof. The purchase price of the Reassessment Bonds shall be as set forth in Exhibit A.

2. All terms not herein defined shall have the meanings given such terms in the Authority Bond Indenture.

3. The Town confirms that there are no substantial conditions precedent to the issuance by the Town or to the sale (as provided herein) and the delivery to the Authority of the Reassessment Bonds that have not been satisfied.

4. The parties hereto hereby specify August 25, 2016, as the date of closing of the purchase of the Reassessment Bonds hereunder (the "Closing Date"). The Reassessment Bonds shall be registered in the name of the Trustee, as assignee of the Authority. On the Closing Date, the Town shall issue and deliver the Reassessment Bonds to the Trustee upon payment by the Trustee of the purchase price of the Reassessment Bonds in the aggregate amount of $_____. Said purchase price shall be paid from the proceeds of sale of the Authority Bonds and shall be paid by the Trustee from the Purchase Fund established under the Authority Bond Indenture.

5. The Reassessment Bonds shall be as described in the official statement dated as of the date hereof, relating to the Authority Bonds (the "Official Statement") and shall be issued and secured under the provisions of resolutions of the Town adopted to commence proceedings for the levy of reassessments and to authorize issuance of the Reassessment Bonds (collectively, the "Town Resolutions") and the Fiscal Agent Agreement. The Reassessment Bonds and interest thereon will be payable from annual reassessments levied and collected in accordance with the Town Resolutions relating thereto. Proceeds of the Reassessment Bonds will be used to refund the Prior Bonds in accordance with an Escrow Agreement, dated as of August 1, 2016 (the "Escrow Agreement"), by and between the Town and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank").

6. Any action taken by the Authority under this Purchase Contract, including payment for and acceptance of the Reassessment Bonds, and delivery and execution of any receipt for the Reassessment Bonds and any other instruments in connection with the closing on the Closing Date, shall be valid and sufficient for all purposes and binding upon the Authority, provided that any such action shall not impose any obligation or liability upon the Authority other than as may arise as expressly set forth in this Purchase Contract.

7. It is a condition to the Town's sale and delivery of the Reassessment Bonds to the Authority, and to the Authority's purchase of the Reassessment Bonds and the obligations of the Authority to accept delivery of and to pay for the Reassessment Bonds, that the entire aggregate principal amount of the Reassessment Bonds shall be delivered by the Town, and accepted and paid for by the Authority, on the Closing Date.

8. The Town hereby authorizes the use of information provided by it in the Official Statement in connection with the public offering and sale of the Authority Bonds.

9. The Town represents and warrants to the Authority that:

(a) The Town is a general law city and municipal corporation, duly organized and existing under the Constitution and laws of the State of California, and has, and on the Closing Date will have, full legal right, power and authority (i) to enter into this Purchase Contract, the Fiscal Agent Agreement and the Escrow Agreement, (ii) to adopt the Town Resolutions relating to the Reassessment Bonds, (iii) to issue, sell and deliver the Reassessment Bonds to the Authority as provided herein, and (iv) to carry out and consummate the transactions on its part contemplated by this Purchase Contract, the Fiscal Agent Agreement, the Escrow Agreement, the Town Resolutions and the Official Statement;

(b) The Town has complied, and will on the Closing Date be in compliance in all respects, with the Town Resolutions relating to the Reassessment Bonds;

(c) By official action of the Town prior to or concurrently with the acceptance hereof, the Town has duly adopted the Town Resolutions, has duly authorized and approved the execution and delivery of, and the performance by the Town of the obligations on its part contained in, the Reassessment Bonds, the Fiscal Agent Agreement, the Escrow Agreement and this Purchase Contract, and has duly authorized and approved the consummation by it of all other transactions on its part contemplated by the Official Statement;

(d) The execution and delivery of this Purchase Contract, the Fiscal Agent Agreement, the Escrow Agreement and the Reassessment Bonds, the adoption of the Town Resolutions and compliance by the Town with the provisions of each thereof, and the carrying out and consummation of the transactions on the part of the Town contemplated by the Official Statement, will not conflict with or constitute a breach of or a default by the Town under any applicable law or administrative regulation of the State of California or the United States, or any applicable judgment, decree, agreement or other instrument to which the Town is a party or is otherwise subject;

(e) To the knowledge of the Town, at the time of the Town's acceptance hereof and at all times subsequent thereto up to and including the Closing Date, with respect to information describing the Town, the Reassessment District and the proceedings related to the Reassessment Bonds conducted by the Town, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) Except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending with respect to which the Town has been served with process or, to the knowledge of the Town, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Town or the titles of its Council members and officers to their respective offices, (ii) enjoin or restrain the issuance, sale and delivery of the Reassessment Bonds, the levy and receipt of the reassessments (the "Reassessments") which secure the Reassessment Bonds, or the pledge thereof under the Fiscal Agent Agreement, (iii) in any way question or affect any of the rights, powers, duties or obligations of the Town with respect to the moneys pledged or to be pledged to

pay the principal of, premium, if any, or interest on the Reassessment Bonds, (iv) in any way question or affect any authority for the issuance of the Reassessment Bonds, or the validity or enforceability of the Reassessment Bonds, the Fiscal Agent Agreement, the Escrow Agreement or the Town Resolutions, or (v) in any way question or affect this Purchase Contract or the transactions contemplated by this Purchase Contract, the Official Statement, the Town Resolutions, the Fiscal Agent Agreement, or the Escrow Agreement or the other documents referred to in the Official Statement;

(g) The Town will furnish such information, execute such instruments and take such other action in cooperation with the Authority, as the Authority may reasonably request, to qualify the Authority Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Authority may designate, and will assist, if necessary therefor, in the continuance of such qualifications in effect as long as required for the distribution of the Authority Bonds; provided, however, that the Town shall not be required to qualify as a foreign corporation or to file any general consents to service of process under the laws of any state;

(h) The issuance and sale of the Reassessment Bonds is not subject to any transfer or other documentary stamp taxes of the State of California or any political subdivision thereof;

(i) The Town acknowledges that the Authority will execute a Continuing Disclosure Agreement in connection with issuance of the Authority Bonds, and, in connection therewith, the Town represents and warrants that it has never failed to comply with a continuing disclosure undertaking pursuant to Rule 15c2-12 except as may be described in the Official Statement; and

(j) Any certificate signed by any official of the Town authorized to do so and delivered to the Authority under this Purchase Contract shall be deemed a representation and warranty by the Town to the Authority as to the statements made therein.

10. If between the date of this Purchase Contract and the date ninety (90) days after the Closing Date an event occurs which is materially adverse to the purpose for which the Official Statement is to be used which is not disclosed in the Official Statement, the Town shall notify the Authority of such fact.

11. At 8:00 A.M., Pacific Time, on the Closing Date, or at such other time or on such other date as is mutually agreed by the Town and the Authority, the Town will deliver the Reassessment Bonds to the Trustee in definitive form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Trustee solely from moneys held in the Purchase Fund under the Authority Bond Indenture will accept such delivery and pay the purchase price of the Reassessment Bonds as referenced in paragraph 1 hereof by wire transfer or other funds which are good funds on the Closing Date payable to the order of the Escrow Agent. Delivery and payment, as aforesaid, shall be made at such place as shall have been mutually agreed upon by the Town, the Escrow Agent and the Authority.

12. The Authority has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Town contained herein and to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the Town of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Authority's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Reassessment Bonds shall be subject to the performance by the

Town of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and shall also be subject to the following conditions:

(a) The representations and warranties of the Town contained herein shall be true and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) On the Closing Date the Town Resolutions, the Fiscal Agent Agreement and the Escrow Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except in either case as may have been agreed to by both the Authority and the Underwriter;

(c) As of the Closing Date, all official action of the Town relating to the Reassessment Bonds, the Fiscal Agent Agreement and the Escrow Agreement shall be in full force and effect, and there shall have been taken all such actions as, in the opinion of Quint & Thimmig LLP ("Bond Counsel"), shall be necessary or appropriate in connection therewith, with the issuance of the Authority Bonds and the Reassessment Bonds, and with the transactions contemplated hereby, all as described in the Official Statement;

(d) The Authority shall have the right to terminate the Authority's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Reassessment Bonds by notifying the Town of its election to do so if for any reason whatsoever the issuance and delivery of the Authority Bonds does not occur on the Closing Date; and

(e) On or prior to the Closing Date, the Authority shall have received each of the following documents:

(1) An opinion addressed to the Town, in form and substance satisfactory to the Town and the Authority, dated as of the Closing Date, of Bond Counsel, approving, with customary qualifications, the validity of the Reassessment Bonds and the Fiscal Agent Agreement;

(2) A letter of Bond Counsel, dated the date of the Closing and addressed to the Authority, to the effect that the opinion referred to in the preceding subparagraph (1) may be relied upon by the Authority to the same extent as if such opinion was addressed to it;

(3) A supplemental opinion, dated the date of the Closing and addressed to the Authority, of Bond Counsel to the effect that this Purchase Contract has been duly authorized, executed and delivered by, and, assuming due authorization, execution and delivery by the Authority, constitutes a legal, valid and binding agreement of the Town enforceable in accordance with its terms, except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought, and that the statements contained in the Official Statement under the heading "SECURITY FOR THE REASSESSMENT BONDS" and in Appendix A thereto, are accurate, insofar as such statements purport to summarize certain provisions of the Reassessment Bonds, the Town Resolutions or the Fiscal Agent Agreement;

(4) A certificate dated the Closing Date, addressed to the Authority, signed by a Town official having knowledge of the facts to the effect that:

(i) The representations and warranties of the Town contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) Except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending with respect to which the Town has been served with process or known to be threatened, wherein an unfavorable decision, ruling or finding would: (A) affect the creation, organization, existence or powers of the Town, or the titles of its members and officers to their respective offices, (B) enjoin or restrain the issuance, sale and delivery of the Reassessment Bonds, the levy or collection of the Reassessments or any other moneys or property pledged or to be pledged under the Town Resolutions, or the pledge thereof, (C) in any way question or affect any of the rights, powers, duties or obligations of the Town with respect to the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Reassessment Bonds, (D) in any way question or affect any authority for the issuance of the Reassessment Bonds, or the validity or enforceability of the Reassessment Bonds, the Fiscal Agent Agreement, the Escrow Agreement or the Town Resolutions, or (E) in any way question or affect this Purchase Contract or the transactions on the part of the Town contemplated by this Purchase Contract, the Fiscal Agent Agreement, the Town Resolutions, the Escrow Agreement, the Official Statement or the documents referred to in the Official Statement;

(iii) The Town has complied with all agreements, covenants and arrangements, and satisfied all conditions, on its part to be complied with or satisfied under this Purchase Contract on or prior to the Closing Date; and

(iv) To the best of such official's knowledge, no event affecting the Town has occurred since the date of the Official Statement which should be disclosed in the Official Statement in order to make the statements therein with respect to the Town, the Reassessment Bonds or the Reassessment District not misleading in any respect;

(5) An opinion, dated the date of Closing and addressed to the Authority, of the Town Attorney to the effect that, except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending with respect to which the Town has been served with process or known to be threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Town, or the titles of its Councilmembers and officers to their respective offices; (ii) enjoin or restrain the issuance, sale and delivery of the Reassessment Bonds, the receipt of any other moneys or property pledged or to be pledged under the Town Resolutions or the Fiscal Agent Agreement or the pledge thereof; (iii) in any way question or affect any of the rights, powers, duties or obligations of the Town with respect to the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Reassessment Bonds; (iv) in any

way question or affect any authority for the issuance of the Reassessment Bonds, or the validity or enforceability of the Reassessment Bonds, the Fiscal Agent Agreement or the Escrow Agreement; and (v) in any way question or affect this Purchase Contract or the transactions on the part of the Town contemplated by this Purchase Contract, the Fiscal Agent Agreement, the Escrow Agreement, the Official Statement;

(6) Such additional legal opinions, certificates, instruments and documents as the Authority may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Town's representations and warranties contained herein and of the statements and information regarding the Town and the Reassessment Bonds contained in the Official Statement; and

(7) Executed copies of the Fiscal Agent Agreement and the Escrow Agreement and certified copies of the Town Resolutions.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Authority, but the approval of the Authority shall not be unreasonably withheld. Receipt of, and payment for, the Reassessment Bonds shall constitute evidence of the satisfactory nature of such as to the Authority. The performance of any and all obligations of the Town hereunder and the performance of any and all conditions contained herein for the benefit of the Authority may be waived by the Authority in its sole discretion.

If the Town shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Reassessment Bonds contained in this Purchase Contract, or if the obligations of the Authority to purchase, accept delivery of and pay for the Reassessment Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate, and neither the Authority nor the Town shall be under further obligation hereunder, except that the respective obligations of the Town and the Authority set forth in paragraph 13 hereof shall continue in full force and effect.

13. The expenses incurred by the Town and the Authority in connection with issuance of the Authority Bonds and the Reassessment Bonds shall be paid from proceeds of the Authority Bonds.

14. This Purchase Contract is made solely for the benefit of the Town and the Authority (including their successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Town's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Authority or (ii) delivery of and payment for the Authority Bonds pursuant to this Purchase Contract. The agreements contained in this paragraph shall survive any termination of this Purchase Contract.

15. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

16. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF, the Authority and the Town have each caused this Purchase Contract to be executed by their duly authorized officers all as of the date first above written.

TIBURON PUBLIC FINANCING AUTHORITY

By: _____
Greg Chanis,
Executive Director

TOWN OF TIBURON, CALIFORNIA

By: _____
Greg Chanis,
Town Manager

20034.01:J14112

EXHIBIT A

MATURITY SCHEDULE

$_____
Town of Tiburon
Limited Obligation Refunding Bonds
2016 Consolidated Reassessment District

Final Maturity: _____
Purchase Price: $_____

Maturity Date (September 2)	Principal Maturity	Interest Rate
	$	%

INDENTURE OF TRUST

by and between the

TIBURON PUBLIC FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of August 1, 2016

Relating to:
$_____
Tiburon Public Financing Authority
2016 Refunding Revenue Bonds
(Consolidated Reassessment District)

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EXHIBIT A: FORM OF BOND

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture"), made and entered into as of August 1, 2016, is by and between the TIBURON PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the United States of America (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in San Francisco, California, and being qualified to accept and administer the trusts hereby created (the "Trustee").

R E C I T A L S :

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under and pursuant to the provisions of Articles 1 through 4 (commencing with section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of the Town of Tiburon, California (the "Town"), including any reassessment district bonds of the Town;

WHEREAS, for the purpose of facilitating the refinancing of certain outstanding indebtedness of the Town, the Authority has determined to issue its Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District) in the aggregate principal amount of $_____ (the "Authority Bonds") pursuant to and secured by this Indenture in the manner provided herein;

WHEREAS, in order to provide for the authentication and delivery of the Authority Bonds, to establish and declare the terms and conditions upon which the Authority Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority hereby certifies that all acts and proceedings required by law necessary to make the Authority Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized.

A G R E E M E N T :

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on all Authority Bonds at any time issued and outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Authority Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Authority Bonds by the owners thereof, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Authority Bonds, as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF AUTHORITY BONDS; EQUAL SECURITY

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture, of any Supplemental Indenture, of the Authority Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings herein specified.

"*Act*" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as it may hereafter be amended from time to time.

"*Administrative Expenses*" means the fees and expenses of the Trustee, including legal fees and expenses (including fees and expenses of outside counsel and the allocated costs of internal attorneys) and the out-of-pocket expenses incurred by the Trustee, the Town and the Authority in carrying out their duties hereunder including payment of amounts payable to the United States pursuant to Section 5.7 hereof and in carrying out the purposes of the Reassessment District.

"*Annual Debt Service*" means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Authority Bonds in such Bond Year, and (b) the principal amount of the Outstanding Authority Bonds scheduled to be paid in such Bond Year.

"*Authorized Representative of the Town*" means the Town Manager, the Town Director of Administrative Services, the Town Clerk or any other Town officer so designated in writing by the Town Council or an Authorized Representative of the Town.

"*Authority*" means the Tiburon Public Financing Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State.

"*Authority Bonds*" means the Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District), authorized by and at any time Outstanding pursuant to the Bond Law and this Indenture.

"*Board*" means the Board of Directors of the Authority.

"*Bond Counsel*" means (i) Quint & Thimmig LLP, or (ii) any attorney at law or other firm of attorneys selected by the Authority of nationally-recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"*Bond Law*" means the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with section 6584) of the Act, as it may hereafter be amended from time to time.

"*Bond Register*" means the registration books for the Authority Bonds maintained by the Trustee in accordance with Section 2.8 hereof.

"*Bond Year*" means each twelve-month period extending from September 3 in one calendar year to September 2 of the succeeding calendar year, except in the case of the initial Bond Year which shall be the period from the Closing Date to September 2, 2016, both dates inclusive.

"*Business Day*" means a day which is not a Saturday or Sunday or a day of the year on which the New York Stock Exchange or banks in New York, New York or San Francisco, California, or where the Trust Office is located, are not required or authorized to remain closed.

"*Certificate of the Authority*" means a certificate in writing signed by the Executive Director or Treasurer of the Authority, or by any other officer of the Authority duly authorized in writing by the Board for that purpose.

"*Closing Date*" means August 25, 2016, being the date upon which there is a physical delivery of the Authority Bonds in exchange for the purchase price thereof.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect with respect thereto.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement, dated as of August 1, 2016, between the Authority and NBS Government Finance Group, as dissemination agent.

"*Costs of Issuance*" means the costs and expenses incurred in connection with the issuance and sale of the Reassessment Bonds and the Authority Bonds and the acquisition of the Reassessment Bonds by the Authority, including the acceptance and initial annual fees and expenses (including legal fees and expenses) of the Trustee, legal fees and expenses, costs of printing the Authority Bonds and any disclosure materials relating to the Authority Bonds, fees of the financial consultant, Costs of Issuance as defined in the Fiscal Agent Agreement for the Reassessment Bonds, and other fees and expenses set forth in a Request of the Authority.

"*Costs of Issuance Fund*" means the fund by that name established in Section 3.4.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors and assigns.

"*Event of Default*" means any of the events described in Section 8.1 hereof.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, or (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

"*Federal Securities*" means any of the following: (a) cash; (b) State and Local Government Series issued by the United States Treasury ("SLGS"); (c) United States Treasury bills, notes and bonds, as traded on the open market; and, (d) zero coupon United States Treasury Bonds.

"*Fiscal Year*" means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

"*Indenture*" means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture pursuant to the provisions hereof.

"*Independent Accountant*" means any accountant or firm of such accountants appointed and paid by the Authority, and who, or each of whom (a) is in fact independent and not under domination of the Authority or the Town; (b) does not have any substantial interest, direct or indirect, in the Authority or the Town; and (c) is not an officer or employee of the Authority or the Town, but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the Town, or who may be the Town's administrator for the Reassessment District.

"*Independent Financial Consultant*" means any financial consultant or firm of such consultants appointed and paid by the Authority, and who, or each of whom (a) is in fact independent and not under domination of the Authority or the Town; (b) does not have any substantial interest, direct or indirect, in the Authority or the Town; and (c) is not an officer or employee of the Authority or the Town, but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the Town, or who may be the Town's administrator for the Reassessment District.

"*Information Services*" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the Authority may designate in a Certificate of the Authority delivered to the Trustee.

"*Initial Reserve Fund Deposit*" means an amount equal to $_____, to be deposited in the Reserve Fund on the Closing Date.

"*Interest Account*" means the account by that name established and held by the Trustee pursuant to Section 3.3 hereof.

"*Interest Payment Date*" means March 2 and September 2 in each year, beginning March 2, 2017, and continuing thereafter so long as any Authority Bonds remain Outstanding.

"*Maximum Annual Debt Service*" means, as of the date of any calculation, the largest Annual Debt Service on the Authority Bonds during the current or any future Bond Year.

"*Maximum Reserve Amount*" means, as of any date of calculation, an amount equal to the least of (a) ten percent (10%) of the initial principal amount of the Authority Bonds, (b) the Maximum Annual Debt Service for the then Outstanding Authority Bonds, and (c) one hundred twenty-five percent (125%) of the Annual Debt Service for the then Outstanding Authority Bonds.

"*Moody's*" means Moody's Investors Service, its successors and assigns.

"*Original Purchaser*" means Wulff, Hansen & Co., the first purchaser of the Authority Bonds from the Authority.

"*Outstanding*," when used as of any particular time with reference to Authority Bonds, means (subject to the provisions of Section 9.7 hereof) all Authority Bonds theretofore executed and issued by the Authority and authenticated and delivered by the Trustee under this Indenture except (a) Authority Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation pursuant to Section 2.9 hereof; (b) Authority Bonds paid or deemed to have been paid within the meaning of Section 9.3 hereof or Authority Bonds called for redemption for which funds have been provided as described in Section 2.2(f) hereof; and (c) Authority Bonds in lieu of or in substitution for which other Authority Bonds shall have been executed, issued and delivered pursuant to this Indenture or any Supplemental Indenture.

"*Owner*" or "*Bond Owner*," when used with respect to any Authority Bond, means the person in whose name the ownership of such Authority Bond shall be registered on the Bond Register.

"*Permitted Investments*" means any of the following which at the time of investment are determined by the Authority (any investment direction by Request of the Authority to the Trustee shall be deemed to be a representation by the Authority that such determination has been made as to such investment by the Authority) to be legal investments under the laws of the United States of America for the moneys proposed to be invested therein:

(a) Federal Securities.

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including: Export-Import Bank, Farm Credit System Financial Assistance Corporation, Farmers Home Administration, General Services Administration, U.S. Maritime Administration, Small Business Administration, Government National Mortgage Association, U.S. Department of Housing & Urban Development, and Federal Housing Administration.

(c) Senior debt obligations rated AAA by S&P and Aaa by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation (or any other U.S.-sponsored agency) with remaining maturities not exceeding three (3) years.

(d) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee, its parent, if any, and its affiliates which have a rating on their short term certificates of deposit on the date of purchase of A-1 or A-1+ by S&P and P-1 by Moody's, and maturing no more than 360 days after the date of purchase.

(e) Registered state warrants or treasury notes or bonds of the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State, in each case, rated at least A by Moody's or S&P.

(f) Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the Town, or by a department, board, agency, or authority of the Town, in each case, rated at least A by Moody's or S&P.

(g) Obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed

as to principal and interest by, the Federal National Mortgage Association; or in guaranteed portions of Small Business Administration notes; or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise.

(h) Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System. Purchases of bankers acceptances may not exceed 270 days' maturity.

(i) Commercial paper which at the time of investment is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's or S&P. Eligible paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an A or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by Moody's or S&P. Purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(j) Negotiable certificates of deposits issued by a nationally or state-chartered bank or a state or federal association (as defined by Section 5102 of the Financial Code of the State) or by a state-licensed branch of a foreign bank.

(k) Investments in fully collateralized repurchase agreements or reverse repurchase agreements of any securities authorized by this definition, so long as the proceeds of the reverse repurchase agreement are invested solely to supplement the income normally received from these securities. For purposes of this paragraph, the term "repurchase agreement" means a purchase of securities by the Trustee or the Authority, as applicable, pursuant to an agreement by which the seller will repurchase the securities on or before a specified date and for a specified amount and will deliver the underlying securities to the Trustee or the Authority, as applicable, by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. The term "counterparty" for the purposes of this paragraph, means the other party to the transaction whose general obligations are rated "A" or better by Moody's or S&P. A counterparty bank's trust department or safekeeping department may be used for physical delivery of the underlying security. The term of repurchase agreements shall be for one year or less. The term "securities," for purpose of repurchase under this paragraph, means securities of the same issuer, description, issue date, and maturity. The term "reverse repurchase agreement" means a sale of securities by the Trustee or the Authority, as applicable, pursuant to an agreement by which the Trustee or the Authority, as applicable, will repurchase such securities on or before a specified date and for a specified amount.

(l) Medium-term notes of a maximum of five years' maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this paragraph shall be rated in a rating category of AA or better by S&P and Aa or better by Moody's.

(m) Notes, bonds, or other obligations which are at all times secured by a valid first priority security interest in securities of the types listed by Section 53601 of the Government Code of the State as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by said Section 53601

for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank which is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(n) The Local Agency Investment Fund maintained by the Treasurer of the State.

(o) Guaranteed investment contracts with financial institutions whose (or whose holding company's) long-term unsecured debt is rated at least A by Moody's or S&P, for all or any portion of the moneys on deposit in the funds and accounts established hereunder, the provisions of which guaranteed investment contracts shall include the right of the Trustee or the Authority to draw in full thereunder in the event of the reduction or loss of the long-term debt rating of the issuer thereof and the maximum term for which guaranteed investment contracts shall be the payment date of the final Authority Bond Outstanding hereunder.

(p) Money market mutual funds (including funds for which the Trustee and its affiliates provide investment advisory or other management services) registered under the Investment Company Act of 1940, as amended, that have been rated AAAm-G or AAAm by S&P or Aaa by Moody's; provided that the portfolio of such money market mutual fund is limited to obligations described in subparagraph (a) above and to agreements to repurchase such obligations.

(q) Any other investment described in section 53601 of the California Government Code and otherwise permitted under the Town's investment policy as in effect at the time the investment is made. The Trustee shall be entitled to rely on a Request of the Authority as to any investment permitted under this clause (q) constituting a Permitted Investment.

"*Principal Account*" means the account by that name established and held by the Trustee pursuant to Section 3.3 hereof.

"*Purchase Fund*" means the fund by that name established and held by the Trustee pursuant to Section 3.5 hereof.

"*Reassessment Bonds*" means, the Town of Tiburon Limited Obligation Refunding Bonds, 2016 Consolidated Reassessment District, issued by the Town under and pursuant to the Refunding Bond Act.

"*Reassessment District*" means the Town's 2016 Consolidated Reassessment District.

"*Reassessments*" means the unpaid reassessments levied by the Town on parcels in the Reassessment District which have been pledged to repay the Reassessment Bonds pursuant to the Refunding Bond Act.

"*Record Date*" means, with respect to any Interest Payment Date, the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, whether or not such day is a Business Day.

"*Redemption Fund*" means the redemption fund established with respect to the Reassessment Bonds.

"*Refunding Bond Act*" means the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the California Streets and Highways Code).

"*Request of the Authority*" means a request in writing signed by the Executive Director or Treasurer of the Authority, or by any other officer of the Authority duly authorized in writing by the Board for that purpose.

"*Request of the Town*" means a request in writing signed by the Authorized Representative of the Town.

"*Representation Letter*" means the representation letter dated as of the Closing Date among the Authority, the Trustee and DTC.

"*Reserve Fund*" means the fund by that name established and held by the Trustee pursuant to Section 3.7 hereof.

"*Reserve Requirement*" means, as of any date, an amount equal to the Initial Reserve Fund Deposit, plus any investment earnings on amounts in the Reserve Fund in excess of the first $_____ of such earnings (which $_____ of earnings is to be transferred to the Surplus Fund pursuant to Section 4.3(c)); not to exceed, in any event, the Maximum Reserve Amount.

"*Responsible Officer*" means any officer of the Trustee assigned to administer the Trustee's duties under this Indenture.

"*Revenue Fund*" means the fund by that name established by the Trustee pursuant to Section 3.3 hereof

"*Revenues*" means: (a) all payments on the Reassessment Bonds received by the Trustee; (b) any proceeds of the Authority Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established hereunder with respect to the Authority Bonds (other than the Rebate Fund, the Surplus Fund and the Purchase Fund); and (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established hereunder with respect to the Authority Bonds (other than investment income on moneys held in the Rebate Fund and the Reserve Fund).

"*Securities Depositories*" means The Depository Trust Company, 55 Water Street, 1SL, New York, New York 10041-0099 Attn.: Call Notification Department, Fax (212) 855-3274; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a Certificate of the Authority delivered to the Trustee.

"*Standard & Poor's*" means Standard & Poor's Ratings Services, its successors and assigns.

"*State*" means the State of California.

"*Supplemental Indenture*" means any indenture, agreement or other instrument hereafter duly executed by the Authority in accordance with the provisions of Article VII of this Indenture.

"*Surplus Fund*" means the fund by that name established pursuant to Section 3.6 hereof.

"*Tax Certificate*" means the arbitrage certificate executed by the Authority on the Closing Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

"*Town*" means the Town of Tiburon, California.

"*Town Council*" means the Town Council of the Town.

"*Trust Office*" means the corporate trust office of the Trustee, currently located at 1 California Street, 10th Floor, San Francisco, California 94111; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted or such other office as may be specified to the Authority by the Trustee in writing.

"*Trustee*" means U.S. Bank National Association, and its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided in Article VI hereof.

Section 1.2 Rules of Construction. All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.3 Authorization and Purpose of Authority Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Authority Bonds and has found, as a result of such review, and hereby finds and determines, that all things, conditions and acts required by law to exist, happen and/or be performed precedent to and in the issuance of the Authority Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized under the Agreement and the Bond Law and each and every requirement of law, to issue the Authority Bonds in the manner and form provided in this Indenture. Accordingly, the Authority hereby authorizes the issuance of the Authority Bonds pursuant to the Bond Law and this Indenture for the purpose of providing funds to acquire the Reassessment Bonds.

Section 1.4 Equal Security. In consideration of the acceptance of the Authority Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Authority Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Authority Bonds without preference, priority or distinction as to security or otherwise of any of the Authority Bonds over other Authority Bonds by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II

ISSUANCE OF AUTHORITY BONDS

Section 2.1 Terms of Authority Bonds. The Authority Bonds authorized to be issued by the Authority under and subject to the Bond Law and the terms of this Indenture shall be dated as of the date of delivery thereof and be designated the "Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)," and shall be issued in the original aggregate principal amount of _____ million _____ hundred _____ thousand dollars ($_____).

The Authority Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Authority Bond shall have more than one maturity date. The Authority Bonds shall be dated the Closing Date shall mature on September 2 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

Principal Payment Date (September 2)	Principal Amount	Interest Rate

Interest on the Authority Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Bond Register as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on such Interest Payment Date by first-class mail, postage prepaid, to the Owner at the address of such Owner as it appears on the Bond Register or by wire transfer to an account in the continental United States of America made on such Interest Payment Date upon

instructions of any Owner of $1,000,000 or more in aggregate principal amount of Authority Bonds provided to the Trustee in writing at least five (5) Business Days before the Record Date for such Interest Payment Date. Principal of and premium (if any) on any Authority Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office of the Trustee. The principal of and interest and premium (if any) on the Authority Bonds shall be payable in lawful money of the United States of America.

Each Authority Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2017, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the date of authentication of any Authority Bond, interest thereon is in default, such Authority Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from the Closing Date if no interest has been paid or made available for payment.

Section 2.2 Redemption of Authority Bonds.

(a) *Optional Redemption*. The Authority Bonds maturing on or after September 2, ____, may be redeemed at the option of the Authority, from any source of available funds, on any Interest Payment Date on or after September 2, ____, as a whole, or in part such that the principal and interest on the Authority Bonds to remain Outstanding due on any Interest Payment Date following such redemption are not in excess of the remaining principal and interest payable on or before such Interest Payment Date on the Reassessment Bonds to remain outstanding following the payment of any Reassessment Bonds being redeemed, if any redemption of Reassessment Bonds is being accomplished in conjunction with such optional redemption, and otherwise from such maturities as are selected by the Authority, and by lot within a maturity, at the following redemption prices (expressed as a percentage of the principal amount of the Authority Bonds to be redeemed), together with accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
_____, _____ and _____, _____	%
_____, _____ and _____, _____	
_____, _____ and thereafter	

Prior to consenting to any refunding of the Reassessment Bonds, the Authority shall deliver to the Trustee a certificate of an Independent Financial Consultant verifying that, following such refunding of the Reassessment Bonds and redemption of Authority Bonds, the principal and interest generated from the remaining Reassessment Bonds is adequate to make the timely payment of principal and interest due on the Authority Bonds that will remain Outstanding hereunder following such optional redemption.

(b) *Mandatory Redemption*. (1) The Authority Bonds are subject to special redemption on any Interest Payment Date, from proceeds of early redemption of Reassessment Bonds from prepayments of Reassessments, in whole or in part, from maturities as selected by the Authority and by lot within a maturity, at the principal amount thereof, plus accrued interest to the date of redemption thereof, without premium.

(2) The Authority Bonds maturing on September 2, ____, are subject to mandatory sinking payment redemption in part on September 2, ____, and on each September 2 thereafter to

maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date (September 2)	Mandatory Sinking Payments

The amounts in the foregoing table shall be reduced, as a result of any prior partial redemption of the Authority Bonds maturing on September 2, ____, pursuant to Section 2.2(a) or 2.2(b)(1) above, as specified by the Authority to the Trustee, such that the remaining scheduled payments of principal and interest on the Reassessment Bonds will be sufficient on a timely basis to pay debt service on the Authority Bonds. The Trustee shall be entitled to rely upon a Certificate of the Authority as proof of such sufficiency.

(c) *Notice of Redemption*. The Trustee, on behalf and at the expense of the Authority, shall mail (by first class mail, postage prepaid), or send by such other means as is acceptable to the recipient thereof, notice of any redemption to (i) the respective Owners of any Authority Bonds designated for redemption at their respective addresses appearing on the Bond Register, (ii) to the Town, (iii) to the Securities Depositories, and (iv) to the Information Services, in each case at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Neither failure to receive any such notice so sent nor any defect therein shall affect the validity of the proceedings for the redemption of such Authority Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Authority Bond numbers and the maturity or maturities (in the event of redemption of all of the Authority Bonds of such maturity or maturities in whole) of the Authority Bonds to be redeemed, and shall require that such Authority Bonds be then surrendered at the Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Authority Bonds will not accrue after the redemption date, and in the event that funds required to pay the redemption price are not on deposit under the Indenture at the time the notice of redemption is sent, a statement to the effect that the redemption is conditioned upon the receipt of the appropriate funds required to pay the redemption price by the Trustee on or prior to the redemption date.

In addition to the foregoing notice, further notice shall be given by the Trustee in said form by first class mail to any Bondowner whose Authority Bond has been called for redemption but who has failed to submit his Authority Bond for payment by the date which is sixty days after the redemption date, but no defect in said further notice nor any failure to give or receive all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption.

Upon the payment by the Trustee from the Revenue Fund of the redemption price of the Authority Bond being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Authority Bonds being redeemed with the proceeds of such check or other transfer.

(d) *Selection of Authority Bonds for Redemption*. For purposes of the selection by the Authority of Authority Bonds among maturities for redemption pursuant to Section 2.2(a) or

2.2(b)(1), the Authority Bonds shall be selected for redemption among maturities by the Authority (evidenced pursuant to a Certificate of the Authority delivered to the Trustee at least forty-five (45) days prior to the redemption date or such later date as shall be acceptable to the Trustee in its sole discretion specifying the Authority Bonds to be redeemed) on such basis that the remaining scheduled payments of principal and interest on the Reassessment Bonds will be sufficient on a timely basis to pay the remaining scheduled debt service on the Authority Bonds, as shall be demonstrated in a report of an Independent Financial Consultant filed with the Trustee. It is acknowledged that Section 2.03(a)(ii) of the Fiscal Agent Agreement requires that a certificate of an Independent Financial Advisor be delivered in connection with any redemption of the Reassessment Bonds, and any such certificate will satisfy the foregoing requirement in connection with the related redemption of Authority Bonds pursuant to Section 2.2(b)(1) hereof. The Trustee may rely upon a Certificate of the Authority (which, in turn, relies upon the report of the Independent Financial Consultant) required by this Section 2.2(d), and the Trustee is not responsible for reviewing any report of the Independent Financial Consultant.

Unless otherwise provided hereunder, whenever provision is made in this Indenture for the redemption of less than all of the Authority Bonds of a maturity, the Trustee shall select the Authority Bonds to be redeemed from all Authority Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Authority Bonds shall be deemed to be comprised of separate $5,000 authorized denominations, and such separate authorized denominations shall be treated as separate Authority Bonds which may be separately redeemed.

(e) *Partial Redemption of Authority Bonds*. In the event only a portion of any Bond is called for redemption, then upon surrender of such Authority Bond the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Authority Bond or Authority Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Authority Bond to be redeemed.

(f) *Effect of Redemption*. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Authority Bonds so called for redemption shall have been duly provided, such Authority Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Authority Bonds redeemed pursuant to this Section 2.2 shall be canceled and destroyed.

(g) *Purchase of Authority Bonds*. In lieu of redemption of Authority Bonds as provided in this Section 2.2, amounts held by the Trustee for such redemption shall, at the written request of the Authority received by the Trustee prior to the selection of Authority Bonds for redemption, be applied by the Trustee to the purchase of Authority Bonds at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the Authority may in its discretion direct, but not to exceed the redemption price which would be payable if such Authority Bonds were redeemed. The aggregate principal amount of Authority Bonds of the same maturity purchased in lieu of redemption pursuant to this Section 2.2(g) shall not exceed the aggregate principal amount of Authority Bonds of such maturity which would otherwise be subject to such redemption. Any Authority Bonds so purchased in lieu of redemption shall be treated as if such Authority Bonds were redeemed, for all purposes of this Indenture.

Section 2.3 Form of Authority Bonds. The Authority Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially

in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.4 Execution of Authority Bonds. The Authority Bonds shall be signed in the name and on behalf of the Authority with the manual or facsimile signatures of its Chair or Vice Chair and attested with the manual or facsimile signature of its secretary or any assistant secretary duly appointed by the Board, and shall be delivered to the Trustee for authentication by it upon Request of the Authority. In case any officer of the Authority who shall have signed any of the Authority Bonds shall cease to be such officer before the Authority Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the Authority, such Authority Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though the individual who signed the same had continued to be such officer of the Authority. Also, any Authority Bond may be signed on behalf of the Authority by any individual who on the actual date of the execution of such Authority Bond shall be the proper officer although on the nominal date of such Authority Bond such individual shall not have been such officer.

Only such of the Authority Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Authority Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.5 Transfer of Authority Bonds. Any Authority Bond may in accordance with its terms, be transferred, upon the Bond Register, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Authority Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Authority Bond shall be surrendered for transfer, the Authority shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Authority Bond or Authority Bonds of like tenor, maturity and aggregate principal amount. No Authority Bonds selected for redemption shall be subject to transfer pursuant to this Section nor shall any Authority Bond be subject to transfer during the fifteen days prior to the selection of Authority Bonds for redemption.

The cost of printing any Authority Bonds and any services rendered or any expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Authority. However, the Owners of the Authority Bonds shall be required to pay any tax or other governmental charge required to be paid for any exchange or registration of transfer and the Owners of the Authority Bonds shall be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the replacement of any mutilated, lost or stolen Authority Bonds.

Section 2.6 Exchange of Authority Bonds. Authority Bonds may be exchanged at the Trust Office for Authority Bonds of the same tenor and maturity and of other authorized denominations. No Authority Bonds selected for redemption shall be subject to exchange pursuant to this Section, nor shall any Authority Bond be subject to exchange during the fifteen days prior to the selection of Authority Bonds for redemption.

Section 2.7 Temporary Authority Bonds. The Authority Bonds may be issued initially in temporary form exchangeable for definitive Authority Bonds when ready for delivery. The temporary Authority Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Authority Bond shall be executed by the Authority and be registered and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Authority Bonds. If the Authority issues temporary Authority Bonds, it will execute and furnish definitive Authority Bonds without delay, and thereupon the temporary Authority Bonds may be surrendered for cancellation, in exchange therefor at the Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Authority Bonds an equal aggregate principal amount of definitive Authority Bonds of authorized denominations. Until so exchanged, the temporary Authority Bonds shall be entitled to the same benefits under this Indenture as definitive Authority Bonds authenticated and delivered hereunder.

Section 2.8 Bond Register. The Trustee will keep or cause to be kept at the Trust Office sufficient records for the registration and transfer of the Authority Bonds, which shall be the Bond Register and shall at all times during regular business hours be open to inspection by the Authority and the Town upon reasonable notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Authority Bonds as hereinbefore provided.

Section 2.9 Authority Bonds Mutilated, Lost, Destroyed or Stolen. If any Authority Bond shall become mutilated, the Authority, at the expense of the Owner of said Authority Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Authority Bond of like tenor and authorized denomination in exchange and substitution for the Authority Bond so mutilated, but only upon surrender to the Trustee of the Authority Bond so mutilated. Every mutilated Authority Bond so surrendered to the Trustee shall be canceled by it and destroyed in accordance with the retention policy of the Trustee then in effect. If any Authority Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity for the Authority and the Trustee satisfactory to the Trustee shall be given, at the expense of the Authority Bond Owner, the Authority shall execute, and the Trustee shall thereupon authenticate and deliver, a new Authority Bond of like series and tenor in lieu of and in substitution for the Authority Bond so lost, destroyed or stolen (or if any such Authority Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Authority Bond the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee). The Trustee may require payment of a reasonable fee for each new Authority Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Authority Bond issued under the provisions of this Section in lieu of any Authority Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Authority Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Authority Bonds secured by this Indenture.

Section 2.10 CUSIP Numbers. The Trustee and the Authority shall not be liable for any defect or inaccuracy in the CUSIP number that appears on any Authority Bond, check, advise of payment or redemption notice and any such document may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Authority nor the Trustee shall be liable for any inaccuracy in such numbers.

Section 2.11 Book-Entry Only System. It is intended that the Authority Bonds, be registered so as to participate in a securities depository system with DTC (the "DTC System"), as

set forth herein. The Authority Bonds shall be initially issued in the form of a separate single fully registered Authority Bond for each of the maturities of the Authority Bonds in the name of Cede & Co., as nominee of DTC. The Authority and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including a representation letter in the form required by DTC (the "Representation Letter"). In the event of any conflict between the terms of any such letter or agreement, including the Representation Letter, and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an Authority Bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to the Authority Bonds registered in the books of the Trustee in the name of Cede & Co., as nominee of DTC, the Authority and the Trustee, shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Authority Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Authority Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, Authority and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Authority Bonds, (b) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an Authority Bondholder, as shown in the Bond Register, of any notice with respect to the Authority Bonds, including any notice of redemption, (c) the payment to any DTC Participant or Indirect Participant or any other Person, other than an Authority Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Authority Bonds, or (d) any consent given by DTC as registered owner. So long as certificates for the Authority Bonds are not issued pursuant to this Section 2.11 and the Authority Bonds are registered to DTC, the Authority, and the Trustee shall treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Authority Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Authority Bonds, (ii) giving notice of redemption and other matters with respect to the Authority Bonds, (iii) registering transfers with respect to the Authority Bonds and (iv) the selection of Authority Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive an Authority Bond certificate with respect to any Authority Bond. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Authority Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Authority Bonds and all notices with respect to such Authority Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks being mailed to the registered owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 2.12 Successor Securities Depository; Transfers Outside Book Entry-Only System. DTC may determine to discontinue providing its services with respect to the Authority Bonds at any time by giving written notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. The Authority, without the consent of any other person, but following written notice to the Trustee, may terminate the services of DTC with respect to the Authority Bonds. Upon the discontinuance or termination of the services of DTC with respect to the Authority Bonds pursuant to the foregoing provisions, unless a substitute

securities depository is appointed to undertake the functions of DTC hereunder, the Authority, at the expense of the Authority, is obligated to deliver Authority Bond certificates to the beneficial owners of the Authority Bonds, as described in this Indenture, and the Authority Bonds shall no longer be restricted to being registered in the books of the Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or name Bondowner transferring or exchanging Authority Bonds shall designate to the Trustee in writing, in accordance with the provisions of this Indenture. The Authority may determine that the Authority Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, as may be acceptable to the Authority, or such depository's agent or designee.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS

Section 3.1 Issuance of Authority Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute and deliver the Authority Bonds in the principal amount set forth in Section 2.1 hereof to the Trustee for authentication and delivery to the Original Purchaser thereof upon the Request of the Authority.

Section 3.2 Application of Proceeds of Authority Bonds and Funds Received from the Reassessment District. Upon the receipt of payment for the Authority Bonds on the Closing Date ($_____), the Trustee shall apply such amount as follows:

(a) The Trustee shall deposit $_____ in the Costs of Issuance Fund.

(b) The Trustee shall deposit $_____ in the Reserve Fund (being an amount equal to the Initial Reserve Fund Deposit).

(c) The Trustee shall deposit the remainder of such proceeds, $_____, into the Purchase Fund to be immediately applied by the Trustee to the acquisition of the Reassessment Bonds as provided in Section 3.5 hereof.

Section 3.3 Revenue Fund. The Trustee shall establish and maintain a separate fund to be known as the "Revenue Fund" and a separate Interest Account and Principal Account therein. Except as otherwise provided herein, the Trustee shall deposit all Revenues received after the Closing Date to the Revenue Fund and shall apply amounts in the Revenue Fund as described in Section 4.2 below.

Section 3.4 Costs of Issuance Fund. The Trustee shall establish and maintain a fund known as the "Costs of Issuance Fund" into which shall be deposited the amounts set forth in Section 3.2(a) above. The moneys in the Costs of Issuance Fund shall be used to pay Costs of Issuance from time to time upon receipt by the Trustee of a Request of the Authority. On the date which is one hundred eighty (180) days following the Closing Date, or upon the earlier receipt by the Trustee of a Request of the Authority stating that all Costs of Issuance have been paid, the Trustee shall transfer all remaining amounts in the Costs of Issuance Fund to the Revenue Fund. Upon such transfer, the Costs of Issuance Fund shall be closed and the Trustee shall no longer be obligated to make payments for Costs of Issuance.

Section 3.5 Purchase Fund. The Trustee shall establish and maintain a separate fund to be known as the "Purchase Fund" into which shall be deposited a portion of the proceeds of sale of the Authority Bonds pursuant to Section 3.2(c) hereof. The Trustee shall use the proceeds of the Authority Bonds to purchase the Reassessment Bonds on the Closing Date; *provided, however*, that the Reassessment Bonds may be purchased only if the Trustee has received a certificate of the Original Purchaser of the Authority Bonds or an Independent Financial Consultant stating that the Revenues to be available to the Trustee, assuming timely payment of the Reassessment Bonds, will be sufficient to permit the timely payment of the principal of and interest on all Outstanding Authority Bonds. When no amounts remain on deposit in the Purchase Fund, the Purchase Fund shall be closed.

Section 3.6 Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the "Surplus Fund" which shall be administered as described in Section 4.4 hereof.

Section 3.7 Reserve Fund. The Trustee shall establish and maintain a separate fund to be known as the "Reserve Fund" which shall be administered as provided in Section 4.3 hereof.

Section 3.8 Validity of Authority Bonds. The validity of the authorization and issuance of the Authority Bonds shall not be affected in any way by any proceedings taken by the Authority, the Town or the Reassessment District with respect to the application of the proceeds of the Authority Bonds, and the recital contained in the Authority Bonds that the same are issued pursuant to the Bond Law shall be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE IV

REVENUES; FLOW OF FUNDS

Section 4.1 Pledge of Revenues; Assignment of Rights. Subject to the provisions of Sections 6.3 and 9.3 hereof, the Authority Bonds shall be secured by a first lien on and pledge (which shall be effected in the manner and to the extent hereinafter provided) of all of the Revenues. The Authority Bonds shall be equally secured by a pledge, charge and lien upon the Revenues without priority for any Authority Bond over any other Authority Bond; and the payment of the interest on and principal of the Authority Bonds and any premiums upon the redemption of any Authority Bonds shall be and are secured by an exclusive pledge, charge and lien upon the Revenues. So long as any of the Authority Bonds are Outstanding, the Revenues shall not be used for any purpose except as is expressly permitted by this Indenture.

The Authority hereby transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the Owners from time to time of the Authority Bonds, all of the Revenues and all of the right, title and interest of the Authority in the Reassessment Bonds, subject to the terms of this Indenture. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. Subject to the provisions of Section 8.2, the Trustee also shall be entitled to and shall take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the Town under the Reassessment Bonds.

Upon the deposit with the Trustee of moneys sufficient to pay all principal of, premium, if any, and interest on the Authority Bonds, and upon satisfaction of all claims against the Authority hereunder with respect to the Authority Bonds including all fees, charges and expenses of the Trustee and the Authority which are properly payable hereunder, or upon the making of adequate provisions for the payment of such amounts as permitted hereby, all moneys remaining in all funds and accounts pertaining to the Authority Bonds (except any amounts on deposit in the Rebate Fund and except moneys necessary to pay principal of, premium, if any, and interest on the Authority Bonds, which moneys shall be held by the Trustee pursuant to Section 9.3), shall be paid to the Town free of the lien of this Indenture.

Section 4.2 Receipt, Deposit and Application of Revenues; Revenue Fund.

(a) All Revenues described in clause (a) of the definition thereof in Section 1.1 shall be promptly deposited by the Trustee upon receipt thereof in the Revenue Fund. Any Revenues which represent the payment of delinquent principal of or interest on the Reassessment Bonds, as identified by the Town in writing to the Trustee, shall immediately be deposited to the Reserve Fund to the extent necessary to replenish the amount therein to the amount of the Initial Reserve Fund Deposit, with any amount in excess of that needed to replenish the Reserve Fund to the amount of the Initial Reserve Fund Deposit to be transferred to the Surplus Fund.

On each Interest Payment Date and date for redemption of the Authority Bonds, the Trustee shall transfer from the Revenue Fund and deposit into the following respective accounts, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On each Interest Payment Date and redemption date, the Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on such Interest Payment Date on all Outstanding Authority Bonds or to be paid on the Authority Bonds being redeemed on such date. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest becoming due and payable upon all Outstanding Authority Bonds on the next succeeding Interest Payment Date or redemption date, as applicable. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Authority Bonds as it shall become due and payable (including accrued interest on any Authority Bonds redeemed prior to maturity). In the event that the amounts on deposit in the Interest Account on any Interest Payment Date or redemption date, after any transfers from the Reserve Fund pursuant to Section 4.3 hereof, are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the Outstanding Authority Bonds, the Trustee shall apply such amounts to the payment of interest on each of the Outstanding Authority Bonds on a pro rata basis.

(2) Principal Account. On each Interest Payment Date and redemption date on which the principal of the Authority Bonds shall be payable, the Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of, and premium (if any) on, the Authority Bonds coming due and payable on such Interest Payment Date, or required to be redeemed on such date pursuant to Section 2.2(a) or (b) hereof. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of (i) paying the principal of the Authority Bonds at the maturity thereof or (ii) paying the principal of and premium (if any) on any Authority Bonds upon the redemption thereof pursuant to Section 2.2(a) or (b) hereof.

(3) Reserve Fund. On each Interest Payment Date on which the balance in the Reserve Fund is less than the then Reserve Requirement, after making deposits required under (1) and (2) above, the Trustee shall transfer from the Revenue Fund an amount sufficient to increase the balance in the Reserve Fund to the amount of the then Reserve Requirement by depositing the amount necessary to make the amount therein equal the then Reserve Requirement. It is hereby acknowledged that it is expected that investment earnings on amounts in the Reserve Fund will remain on deposit therein so as to increase the amount on deposit therein up to the maximum Reserve Requirement, but that transfers from the Revenue Fund to the Reserve Fund will only be made if there has been a draw on amounts in the Reserve Fund to make payments on the Authority Bonds.

(b) If on any Interest Payment Date or date for redemption the amount on deposit in the Revenue Fund is inadequate to make the transfers described in subsection (a) above as a result of a payment default on the Reassessment Bonds, the Trustee shall immediately notify the Town of the amount needed to make the required deposits under subsection (a) above. In the event that following such notice the Trustee receives additional payments from the Town to cure such shortfall, the Trustee shall deposit such amounts to the account designated in writing by the Town.

(c) On September 3 of each year, after making the deposits required under subsections (a) and (b) above on the preceding September 2, the Trustee shall transfer all amounts remaining on deposit in the Revenue Fund to the Surplus Fund.

Section 4.3 Reserve Fund.

(a) Pursuant to Section 3.2(b), there shall be deposited to the Reserve Fund on the Closing Date an amount equal to the Initial Reserve Fund Deposit. Moneys in the Reserve Fund shall be used solely for the purposes set forth in this Section 4.3.

(b) If the amounts in the Interest Account or the Principal Account are insufficient to pay the principal of or interest on the Authority Bonds when due, the Trustee shall, subject to the provisions of the last paragraph of Section 4.4, withdraw from the Reserve Fund for deposit in order of priority in the Interest Account and the Principal Account, as applicable, moneys necessary for such purposes.

(c) Pursuant to Section 4.5 hereof, interest earned on the investment of moneys on deposit in the Reserve Fund shall be disposed of as follows: (i) the first $_____ of such earnings shall be transferred to the Surplus Fund to be used for purposes of the Surplus Fund, and (ii) any additional earnings (A) shall be retained in the Reserve Fund until the amount on deposit therein equals the Maximum Reserve Amount, and (B) which would cause the amount therein to exceed the Maximum Reserve Amount shall be transferred to the Surplus Fund on each September 3.

(d) On the date on which there are no longer any Authority Bonds Outstanding under this Indenture, all amounts in the Reserve Fund shall be transferred to the Surplus Fund.

Section 4.4 Surplus Fund. Any amounts transferred to the Surplus Fund pursuant to subsection 4.2 hereof shall no longer be considered Revenues and are not pledged to repay the Authority Bonds. From and after the date on which the Outstanding principal amount of the Authority Bonds is equal to or less than the Outstanding principal amount of the Reassessment Bonds, any amounts in the Surplus Fund in excess of $_____ may be used by the Authority for any lawful purpose, including, but not limited to, (i) the payment of expenses of the Town and the Authority relating to the Authority Bonds, the Reassessment Bonds or the Reassessment District, (ii) transfer to the Town to be deposited into the Redemption Fund for the Reassessment Bonds and applied to reduce debt service payments on Reassessment Bonds or credited pursuant to the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code), or (iii) accumulation in and expenditure from the Surplus Fund for any lawful purpose of the Authority; all as directed from time to time by the Authority to the Trustee in writing. Only amounts in excess of $_____ in the Surplus Fund may be used for the foregoing purposes, with amounts in the Surplus Fund up to such $_____ to be available for the purposes of the next sentence.

In addition to the foregoing, any amounts on deposit in the Surplus Fund shall be used by the Trustee to pay the principal of and interest due on the Authority Bonds on any Interest Payment Date, prior to the use of moneys in the Reserve Fund for such purpose. In addition, on any date, upon the Request of the Authority, any amounts on deposit in the Surplus Fund in excess of $_____ and identified in such request shall be remitted by the Trustee to the Town (or transferred to the Revenue Fund by the Trustee), to be applied by the Town to pay (or to be credited to) the principal of and interest on any of the Reassessment Bonds.

Section 4.5 Investments. All moneys in any of the funds or accounts established with the Trustee pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the Request of the Authority filed with the Trustee at least two (2) Business Days in advance of the making of such investments. The Trustee shall be entitled to conclusively rely on any such Request of the Authority and shall be fully protected in relying thereon. In the absence of any such Request of the Authority the Trustee shall invest any such moneys in Permitted Investments described in clause (p) of the definition thereof. Permitted

Investments purchased as an investment of moneys in any fund or account established pursuant to this Indenture shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made; *provided, however*, that all interest or gain derived from the investment of amounts in the Reserve Fund shall be disposed of as follows: (i) the first $_____ of such earnings shall be transferred to the Surplus Fund to be used for purposes of the Surplus Fund, and (ii) any additional earnings shall be retained in the Reserve Fund until the amount on deposit in the Reserve Fund is equal to the maximum Reserve Requirement as set forth in the definition "Reserve Requirement" in Section 1.1 hereof, and, as provided in Section 4.3(c), any amount in the Reserve Fund in excess of the then maximum Reserve Requirement shall be withdrawn by the Trustee on each September 3 and deposited to the Surplus Fund, to be applied for the purposes of the Surplus Fund.

For purposes of acquiring any investments hereunder, the Trustee may commingle moneys held by it in any of the funds and accounts held by it hereunder. The Trustee and its affiliates may act as advisor, sponsor, principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee and its affiliates may make any and all investments permitted herein through its own investment department. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 4.5.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

Section 4.6 Valuation and Disposition of Investments. The Authority covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Authority Bonds (within the meaning of section 148 of the Code), shall be acquired and disposed of and valued at Fair Market Value; *provided, however,* that investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code), shall be valued at their present value (within the meaning of section 148 of the Code).

For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value determined by the Trustee based on accepted industry standards and from accepted industry providers (accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, Merrill Lynch, or Citigroup Global Markets Inc.).

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.1 Punctual Payment. The Authority shall punctually pay or cause to be paid the principal and interest and premium (if any) to become due in respect of all the Authority Bonds, in strict conformity with the terms of the Authority Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Revenues and other assets pledged for such payment as provided in this Indenture.

Section 5.2 Extension of Payment of Authority Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Authority Bonds or the time of payment of any claims for interest by the purchase of such Authority Bonds or by any other arrangement, and in case the maturity of any of the Authority Bonds or the time of payment of any such claims for interest shall be extended, such Authority Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Authority Bonds then Outstanding and of all claims for interest thereon which shall have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Authority Bonds for the purpose of refunding any Outstanding Authority Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Authority Bonds.

Section 5.3 Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Authority Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the Bond Law, and reserves the right to issue other obligations for such purposes.

Section 5.4 Power to Issue Authority Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Authority Bonds and to enter into this Indenture and to pledge and assign the Revenues, the Reassessment Bonds and other assets purported to be pledged and assigned, respectively, under this Indenture. The Authority Bonds and the provisions of this Indenture are and will be the legal, valid and binding limited, special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VI hereof and to the extent permitted by law, defend, preserve and protect said pledge and assignment of the Revenues, the Reassessment Bonds and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

Section 5.5 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards in which complete and accurate entries shall be made of transactions made by it relating to the proceeds of Authority Bonds, the Revenues, the Reassessment Bonds and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority and the Town upon reasonable prior notice during regular business hours and under reasonable circumstances, in each case as agreed to by the Trustee.

Section 5.6 Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Authority Bonds will not be adversely affected for federal income tax purposes, the Authority covenants to

comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) *Private Use and Loan*. The Authority shall assure that the proceeds of the Authority Bonds are not used in a manner which would cause the Authority Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The Authority shall not take any action or permit or suffer any action to be taken by the Trustee or otherwise if the result of the same would be to cause any of the Authority Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(c) *No Arbitrage*. The Authority shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Authority Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Authority Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) *Maintenance of Tax-Exemption*. The Authority shall take all actions necessary to assure the exclusion of interest on the Authority Bonds from the gross income of the owners thereof to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

(e) *Rebate of Excess Investment Earnings to United States*. The Authority shall calculate or cause to be calculated excess investment earnings with respect to the Authority Bonds which are required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required pursuant to the Code. Such payments shall be made by the Authority from any source of legally available funds of the Authority, including amounts paid by the Town from the Redemption Fund under the Fiscal Agent Agreement. In order to provide for the administration of this Section 5.6(e), the Treasurer of the Authority may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Treasurer of the Authority may deem appropriate. The Trustee shall have no responsibility to make any calculations of rebate or to independently review or verify such calculations.

Section 5.7 No Parity Debt. Except for the Authority Bonds, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues or assets pledged under this Indenture as security for the Authority Bonds.

Section 5.8 Reassessment Bonds. Subject to the provisions of this Indenture (including Article VI), the Trustee shall use reasonable efforts to collect all amounts due from the Town pursuant to the Reassessment Bonds and shall diligently enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of the rights of the Authority thereunder and for the enforcement of all of the obligations and covenants of the Town thereunder. The Authority shall instruct the Town to authenticate and deliver to the Trustee the Reassessment Bonds registered in the name of the Trustee.

The Authority, the Trustee and the Town may at any time consent to, amend or modify the Reassessment Bonds pursuant to the terms thereof, (a) with the prior consent of the Owners

of a majority in aggregate principal amount of the Authority Bonds then Outstanding, or (b) without the consent of any of the Owners, if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Town contained in the Reassessment Bonds, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power therein reserved to or conferred upon the Reassessment District or the Town, as applicable; or

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Reassessment Bonds, or in any other respect whatsoever as the Town may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Authority Bonds in the opinion of Bond Counsel filed with the Trustee; or

(iii) to amend any provision thereof to the extent necessary to comply with the Code in the opinion of Bond Counsel filed with the Trustee.

Section 5.9 Sale of Reassessment Bonds. Notwithstanding anything in this Indenture to the contrary, the Authority may cause the Trustee to sell, from time to time, all or a portion of the Reassessment Bonds, provided that the Authority shall deliver to the Trustee:

(a) a certificate of an Independent Accountant certifying that, following the sale of the Reassessment Bonds, the Revenues to be paid to the Authority (assuming the timely payment of amounts due thereon with respect to the Reassessment Bonds not then in default), together with interest and principal due on any non-callable Federal Securities pledged to the repayment of the Authority Bonds and the Revenues then on deposit in the funds and accounts established hereunder (valuing any Permitted Investments held hereunder at the then fair market value thereof), will be sufficient to pay the principal of and interest on the Authority Bonds when due; and

(b) an opinion of Bond Counsel that such sale of Reassessment Bonds is authorized under the provisions of this Indenture and will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation.

Upon compliance with the foregoing conditions by the Authority, the Trustee shall transfer the Reassessment Bonds in accordance with the Request of the Authority and disburse the proceeds of the sale of the Reassessment Bonds to the Authority or upon the receipt of a Request of the Authority shall deposit such proceeds in the Revenue Fund.

Section 5.10 Continuing Disclosure.

(a) The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of the Participating Underwriter or the owners of at least 25% aggregate principal amount of Outstanding Authority Bonds, and upon receipt of indemnification satisfactory to it shall) or any Bondholder may, take such actions as may be necessary and appropriate to compel performance by the Authority of its obligations under the Continuing Disclosure Agreement, including seeking mandate or specific performance by court order.

(b) Not later than October 30 of each year, commencing October 30, 2016, and until the October 30 following the final maturity of the Authority Bonds, the Treasurer of the Authority shall supply the following information to the California Debt and Investment Advisory Commission ("CDIAC") by mail, postage prepaid, or by such other means as is acceptable to CDIAC, but only to the extent required to be so supplied by CDIAC: (i) the principal amounts of the Authority Bonds and the principal amount of the Reassessment Bonds then outstanding, (ii) that there is no separate reserve fund for the Reassessment Bonds, and the balance in the Reserve Fund, (iii) the costs of issuance, including any ongoing fees, (iv) the total amount of administrative fees collected, (v) the amount of administrative fees charged to the Reassessment Bonds, (vi) the interest earnings and terms of all guaranteed investment contracts, (vii) commissions and fees paid on guaranteed investment contracts, (viii) delinquency rates on the Reassessment Bonds, and (ix) the amount of any balance in the Interest Account representing capitalized interest.

(c) Until the final maturity of the Authority Bonds, the Treasurer of the Authority shall notify CDIAC by mail, postage prepaid, to the extent required by CDIAC, within 10 days of (i) any failure to pay principal and interest due on the Reassessment Bonds, or (ii) any withdrawal of funds from the Reserve Fund.

(d) The failure by the Authority to comply with the provisions of Section 5.10(a), (b) or (c) shall not be an Event of Default hereunder. The provisions of Section 5.10(b) and (c) shall be amended to reflect any applicable change in Section 6599.1(b) or (c) of the California Government Code, without any action by the Authority or the Trustee.

Section 5.11 Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Authority Bonds the rights and benefits provided in this Indenture.

[Section 5.12 Small Issuer Exemption from Bank Nondeductibility Restriction. The Authority hereby designates the Authority Bonds for purposes of paragraph (3) of section 265(b) of the Code and represents that not more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except qualified 501(c)(3) bonds as defined in section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Authority Bonds, has been or will be issued by the Authority, including all subordinate entities of the Authority (which include the Town), during the calendar year 2016.**]**

ARTICLE VI

THE TRUSTEE

Section 6.1 Appointment of Trustee. U.S. Bank National Association, with a corporate trust office presently located in San Francisco, California, is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority agrees that it will maintain a Trustee which is a corporation, trust company or bank of good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers, with a combined capital and surplus of (or in the case of a corporation, bank or trust company included in a bank holding system, the related bank holding company shall have) at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority, so long as any Authority Bonds are Outstanding. If such corporation, bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section 6.1, the combined capital and surplus shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to pay the principal of and interest and redemption premium (if any) on the Authority Bonds when duly presented for payment at maturity, or on redemption or purchase prior to maturity, to make regularly scheduled interest payments, and to cancel any Authority Bond upon payment thereof.

Section 6.2 Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, obligations or duties shall be read into this Indenture against the Trustee. In case an Event of Default hereunder has occurred (which has not been cured or waived), the Trustee may exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill and diligence in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, but shall not be responsible for the acts of any agents, attorneys or receivers appointed by it with due care. The Trustee may consult with and act upon the advice of counsel (which may be counsel to the Authority) concerning all matters of trust and its duty hereunder and shall be wholly protected in reliance upon the advice or opinion of such counsel in respect of any action taken or omitted by it in good faith and in accordance herewith.

(c) The Trustee shall not be responsible for any recital herein, or in the Tax Certificate or the Authority Bonds, or for any of the supplements thereto or instruments of further assurance, or for the validity, effectiveness or the sufficiency of the security for the Authority Bonds issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Authority hereunder or under the Tax Certificate. The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement, or recital in any offering memorandum, official statement, or other disclosure material prepared or distributed with respect to the issuance of the Authority Bonds.

In addition , the Trustee shall not be responsible for (i) the validity, priority, recording, re-recording, filing or re-filing of this Indenture or any Supplemental Indenture, (ii) any instrument or document of further assurance or collateral assignment, (iii) the preparation, filing or re-filing of any financing statements, amendments thereto or continuation statements, (iv) the validity of the execution by the Authority of this Indenture, any Supplemental Indenture or instruments or documents of further assurance, (v) the sufficiency of the security for the Authority Bonds issued hereunder or intended to be secured hereby, (vi) the maintenance of the security hereof, or (vii) the use of any funds disbursed by the Trustee in accordance with the terms of this Indenture. The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the Authority under the Tax Certificate or other agreement, instrument or document related to this Indenture (the "Related Documents") except as set forth herein; but the Trustee may require of the Authority full information and advice as to the observance or performance of those covenants, agreements and obligations. Except as otherwise provided in this Indenture, the Trustee shall have no obligation to observe or perform any of the duties of the Authority under the Related Documents.

(d) Except as provided in Section 3.2 hereof, the Trustee shall not be accountable for the use of any proceeds of sale of the Authority Bonds delivered hereunder. The Trustee may become the Owner of Authority Bonds secured hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidences of indebtedness of the Authority with the same rights it would have if it were not the Trustee; and may act as a depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Authority Bonds, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Authority Bonds then Outstanding.

(e) The Trustee shall be protected and shall incur no liability in acting, or refraining from acting in good faith and without negligence, in reliance upon any notice, request, consent, certificate, order, affidavit, letter, telegram, facsimile or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee unless the Trustee was negligent in ascertaining the pertinent facts. Any action taken or omitted to be taken by the Trustee in good faith and without negligence pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Authority Bond, shall be conclusive and binding upon all future Owners of the same Authority Bond and upon Authority Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Authority Bond or to take any action at such person's request unless the ownership of such Authority Bond by such person shall be reflected on the Bond Register.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to request and rely upon a Certificate of the Authority as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.2(h) hereof, shall also be at liberty to accept a Certificate of the Authority to the effect that any particular dealing, transaction or action is necessary or expedient, and shall be fully protected in relying thereon, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and notwithstanding any other provision of this Indenture, the Trustee shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except where a Responsible Officer has actual knowledge of such Event of Default and except for a default under Sections 8.1(a) or (b) hereof, unless a Responsible Officer shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Authority Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to a Responsible Officer at the Trust Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder except as aforesaid. Delivery of a notice to the officer and address for the Trustee set forth in Section 9.12 hereof, as updated by the Trustee from time to time, shall be deemed notice to a Responsible Officer.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Authority pertaining to the Authority Bonds, and to make copies of any of such books, papers and records such as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the performance of its duties hereunder.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Authority Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable by the Trustee in its sole discretion for the purpose of establishing the right of the Authority to the execution of any Authority Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Sections 6.5 or 8.2, or in this Article, the Trustee may require that an indemnity bond satisfactory to it be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds.

(n) The Trustee shall not be liable for interest on any cash held by it except as the Trustee may agree with the Authority or as required to be invested pursuant to the terms of this Indenture.

(o) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(p) The Trustee may, but shall be under no duty to, require of the Authority full information and advice as to the performance of the covenants, conditions and agreements of the Authority in this Indenture or the Related Documents. The Trustee shall have no obligation to perform any of the duties of the Authority under the Indenture or the Related Documents.

(q) The Trustee makes no representation as to the validity or adequacy of this Indenture or the Authority Bonds, it shall not be accountable for the use of the proceeds from the Authority Bonds paid either to the Authority and it shall not be responsible for any statements of the Authority in this Indenture or the Related Documents. The Trustee shall not be responsible for the validity of the execution by the Authority of this Indenture, any Supplemental Indenture, the Related Documents or of any instruments of further assurance, or for the sufficiency of the security for this Indenture issued hereunder or intended to be secured hereby.

(r) The Trustee may rely upon a facsimile transmission with regard to any requisition or instruction for any transfer, disbursement or investment of funds held by the Trustee. The Authority shall confirm such transmission promptly in writing by mail.

Section 6.3 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement by the Authority for reasonable fees for its services rendered hereunder and all advances (including any interest on advances), counsel fees and expenses (including fees and expenses of outside counsel and the allocated costs of internal attorneys) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Upon the occurrence of an Event of Default hereunder, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment of any Authority Bond upon the amounts held in funds and accounts hereunder for the foregoing fees, charges and expenses incurred by it respectively. The Trustee's right to payment of its fees and expenses shall survive the discharge and payment or defeasance of the Authority Bonds and termination of this Indenture, and the resignation or removal of the Trustee.

Section 6.4 Notice to Bond Owners of Default. If an Event of Default hereunder occurs with respect to any Authority Bonds of which the Trustee has been given, or is deemed to have notice, as provided in Section 6.2(h) hereof, then the Trustee shall promptly give written notice thereof by first-class mail to the Owner of each such Authority Bond, unless such Event of Default shall have been cured before the giving of such notice.

Section 6.5 Intervention by Trustee. In any judicial proceeding to which the Authority is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Authority Bonds, the Trustee may intervene on behalf of such Bond Owners, and subject to Section 6.2(1) hereof, shall do so if requested in writing by the Owners of at least twenty-five percent (25%) in aggregate principal amount of such Authority Bonds then Outstanding.

Section 6.6 Removal of Trustee. The Owners of a majority in aggregate principal amount of the Outstanding Authority Bonds may, and the Authority may, upon 30 days' prior written notice to the Trustee and the Town, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee. Upon any such removal, the Authority shall appoint a successor or successors thereto; provided that any such successor shall be a corporation, bank or trust company meeting the requirements set forth in Section 6.1 hereof.

Section 6.7 Resignation by Trustee. The Trustee and any successor Trustee may at any time give prior written notice of its intention to resign as Trustee hereunder, such notice to be given to the Authority and the Town by registered or certified mail. Upon receiving such notice

of resignation, the Authority shall promptly appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. Upon such acceptance, the new Trustee shall cause notice thereof to be given by first class mail, postage prepaid, to the Bond Owners at their respective addresses set forth on the Bond Register.

Section 6.8 Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 6.6 or 6.7, respectively, the Authority shall promptly appoint a successor Trustee. In the event the Authority shall for any reason whatsoever fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee of the instrument described in Section 6.6 or within thirty (30) days following the receipt of notice by the Authority and the Town pursuant to Section 6.7, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.1 hereof.

Section 6.9 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.1 hereof, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.10 Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Request of the Authority, or of the Trustee's successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Section 6.11 Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as a trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.11 are adopted to these ends.

In the event that the Trustee or the Authority appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of the Trustee or separate or co-Trustee.

Should any instrument in writing from the Authority be required by the separate trustee or co-trustee so appointed by the Trustee or the Authority for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.12 Indemnification; Limited Liability of Trustee. The Authority further covenants and agrees to indemnify and save the Trustee and its officers, officials, directors, agents and employees, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including attorney fees and the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of a majority (or any lesser amount that may direct the Trustee in accordance with the provisions of the Indenture) of the Owners of the principal amount of Authority Bonds Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture. The rights of the Trustee and the obligations of the Authority under Section 6.3 and this Section 6.12 shall survive termination of this Indenture, discharge of the Authority Bonds and resignation or removal of the Trustee.

ARTICLE VII

MODIFICATION AND AMENDMENT OF THE INDENTURE

Section 7.1 Amendment Hereof. This Indenture and the rights and obligations of the Authority and of the Owners of the Authority Bonds may be modified or amended at any time by a Supplemental Indenture which shall become binding when the prior written consent of the Owners of a majority in aggregate principal amount of the Authority Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Authority Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Authority Bond without the express written consent of the Owner of such Authority Bond, (b) reduce the percentage of Authority Bonds required for the written consent to any such amendment or modification, or (c) without written consent of the Trustee, modify any of the rights or obligations of the Trustee.

This Indenture and the rights and obligations of the Authority and of the Owners of the Authority Bonds may also be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without consent of any Bond Owners, to the extent permitted by law but only for any one or more of the following purposes-

(a) to add to the covenants and agreements of the Authority contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Authority so long as such addition, limitation or surrender of such rights or powers shall not materially adversely affect the Owners of the Authority Bonds; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Authority may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Authority Bonds; or

(c) to amend any provision hereof relating to the Code as may be necessary or appropriate to assure compliance with the Code and the exclusion from gross income of interest on the Authority Bonds; or

(d) to amend the provisions of clauses (i), (ii) or (iii) of the first paragraph of Section 4.4 hereof.

The Trustee may, as it deems appropriate in its sole discretion, obtain an opinion of Bond Counsel that any such Supplemental Indenture entered into by the Authority and the Trustee complies with the provisions of this Article 7 and the Trustee may conclusively rely upon such opinion and shall be fully protected in relying thereon.

Section 7.2 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article 7, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Outstanding Authority Bonds, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of this Indenture for any and all purposes.

Section 7.3 Endorsement or Replacement of Authority Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that any affected Authority Bonds shall bear a notation, by endorsement in form approved by the Authority, as to such action, and in that case upon demand of the Owner of any Authority Bond Outstanding at such effective date and presentation of its Authority Bond for that purpose at the Trust Office of the Trustee, a suitable notation as to such action shall be made on such Authority Bond. If the Authority shall so determine, new Authority Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such Bond Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Authority Bond Outstanding at such effective date such new Authority Bonds shall be exchanged at the Trust Office of the Trustee, without cost to each Authority Bond Owner, for Authority Bonds then Outstanding, upon surrender of such Outstanding Authority Bonds.

Section 7.4 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Authority Bond Owner from accepting any amendment as to the particular Authority Bond held by such Owner, provided that due notation thereof is made on such Authority Bond.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default. The following events shall be Events of Default hereunder.

(a) Default in the due and punctual payment of the principal of any Authority Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) Default in the due and punctual payment of any installment of interest on any Authority Bond when and as such interest installment shall become due and payable;

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Authority Bonds contained, if such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee, or to the Authority and the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Authority Bonds at the time Outstanding; provided that such default (other than a default arising from nonpayment of the Trustee's fees and expenses, which must be cured within such 60-day period unless waived by the Trustee) shall not constitute a Event of Default hereunder if the Authority shall commence to cure such default within said sixty (60) day period and thereafter diligently and in good faith shall cure such default within a reasonable period of time; or

(d) The filing by the Authority of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Authority, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property.

Section 8.2 Remedies; Rights of Bond Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Authority Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture. In the event of an Event of Default arising out of a nonpayment of Trustee's fees and expenses, the Trustee may sue the Authority to seek recovery of its fees and expenses; *provided, however*, that such recovery may be made only from funds of the Authority and not from Revenues.

If an Event of Default shall have occurred and be continuing, if requested to do so by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Authority Bonds, and, in each case, if indemnified as provided in Section 6.2(1), the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII and, as applicable, under the Reassessment Bonds, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Authority Bond Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Authority Bond Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Authority Bond Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

Section 8.3 Application of Revenues and Other Funds After Event of Default. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee, and any funds then held by the Trustee, under the provisions of this Indenture shall be applied by the Trustee in the following order upon presentation of the several Authority Bonds, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, to the payment of the costs and expenses of the Trustee in declaring such Event of Default and in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel (including outside counsel and the allocated costs of internal attorneys), and to the payment of all other outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount of interest on and principal of the Authority Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Authority Bonds; *provided, however*, that in the event such amounts shall be insufficient to pay in full the full amount of such interest and principal, then such amounts shall be applied in the following order of priority.

(a) first to the payment of all installments of interest on the Authority Bonds then due and unpaid,

(b) second, to the payment of all installments of principal of the Authority Bonds then due and unpaid, and

(c) third, to the payment of interest on overdue installments of principal and interest on Authority Bonds.

Section 8.4 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of a Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Authority Bonds then Outstanding, it may, exercise its discretion for the best interests of the Owners of the Authority Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Authority Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation and provided further that the Trustee shall have the right to decline to comply with such written request unless indemnification satisfactory to it has been provided. Any suit, action or proceeding which any Owner of Authority Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Authority Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Authority Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in

fact of the respective Owners of the Authority Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Authority Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

Section 8.5 Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bond Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.6 Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Authority Bonds, shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of the Authority Bonds to the respective Owners of the Authority Bonds at the respective dates of maturity, as herein provided, out of the Revenues and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Bond Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Authority Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or Bond Owners by the Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Bond Owners, as the case may be.

Section 8.7 Rights and Remedies of Bond Owners. No Owner of any Authority Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Authority Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Authority Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Authority Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Authority Bonds.

The right of any Owner of any Authority Bond to receive payment of the principal of and interest and premium (if any) on such Authority Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written

consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.8 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Authority, the Trustee and the Bond Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Limited Liability of Authority. Notwithstanding anything in this Indenture contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues for the payment of the principal of or interest on the Authority Bonds, or any premiums upon the redemption thereof, or for the performance of any covenants herein contained (except to the extent any such covenants are expressly payable hereunder) from the Revenues. The Authority may in its sole and absolute discretion, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring indebtedness.

The Authority Bonds shall be revenue bonds, payable exclusively from the Revenues and other funds as in this Indenture provided. The general fund of the Authority is not liable, and the credit of the Authority is not pledged, for the payment of the interest and premium (if any) on or principal of the Authority Bonds. The Owners of the Authority Bonds shall never have the right to compel the forfeiture of any property of the Authority. The principal of and interest on the Authority Bonds and any premiums upon the redemption of any thereof, shall not be a legal or equitable pledge, charge, lien or encumbrance upon any property of the Authority or upon any of its income, receipts or revenues except the Revenues and other funds pledged to the payment thereof as in this Indenture provided.

Section 9.2 Benefits of Indenture Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Authority, the Trustee and the Owners of the Authority Bonds, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Trustee and the Owners of the Authority Bonds.

Section 9.3 Discharge of Indenture. If the Authority shall pay and discharge any or all of the Outstanding Authority Bonds in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Authority Bonds, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established with the Trustee pursuant to this Indenture and available for such purpose, is fully sufficient to pay such Authority Bonds, including all principal, interest and redemption premiums; or

(c) by irrevocably depositing with the Trustee or any other fiduciary, in trust, the securities set forth in the final paragraph of this Section in such amount as Bond Counsel or an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established with the Trustee pursuant to this Indenture and available for such purpose, be fully sufficient to pay and discharge the indebtedness on such Authority Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Authority Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been mailed pursuant to Section 2.2(c) hereof or provision satisfactory to

the Trustee shall have been made for the mailing of such notice, then, at the Request of the Authority, and notwithstanding that any of such Authority Bonds shall not have been surrendered for payment, the pledge of the Revenues and other funds provided for in this Indenture with respect to such Authority Bonds, and all other pecuniary obligations of the Authority under this Indenture with respect to such Authority Bonds, shall cease and terminate, except only the obligation of the Authority to comply with the covenants contained in Sections 5.6 and 6.12 hereof, to pay or cause to be paid to the Owners of such Authority Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose as aforesaid, and to pay all expenses and costs of the Trustee. Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the Authority.

Section 9.4 Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Authority is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions, with respect to the management, administration and control of the affairs of the Authority, that are presently vested in the Authority, and all the covenants, agreements and provisions contained in this Indenture by or on behalf of the Authority shall bind and inure to the benefit of its successors whether so expressed or not.

Section 9.5 Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

Section 9.6 Execution of Documents by Bond Owners. Any request, consent or other instrument required by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section 9.6.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

The ownership of Authority Bonds shall be conclusively proved by the Bond Register. Any request, consent or vote of the Owner of any Authority Bond shall bind every future Owner of the same Authority Bond and the Owner of any Authority Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in pursuance of such request, consent or vote. In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bond Owners upon such notice and in accordance with such rules and obligation as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

Section 9.7 Disqualified Authority Bonds. In determining whether the Owners of the requisite aggregate principal amount of Authority Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Authority Bonds which are owned or held by

or for the account of the Authority or the Town (but excluding Authority Bonds held in any employees' or retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, *provided, however*, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Authority Bonds which the Trustee knows to be so owned or held shall be disregarded. Upon request, the Authority shall specify to the Trustee those Authority Bonds disqualified pursuant to this Section 9.7.

Section 9.8 Waiver of Personal Liability. No Boardmember, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the Authority Bonds; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

Section 9.9 Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Indenture on the part of the Authority (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Indenture or of the Authority Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under the Bond Law or any other applicable provisions of law. The Authority hereby declares that it would have entered into this Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Authority Bonds pursuant hereto irrespective of the fact that any or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 9.10 Destruction of Canceled Authority Bonds. Whenever in this Indenture provision is made for the surrender to the Authority or the Trustee of any Authority Bonds which have been paid or canceled pursuant to the provisions of this Indenture, the Trustee shall destroy such Authority Bonds in accordance with the retention policy of the Trustee then in effect.

Section 9.11 Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Authority or the Trustee may be established and maintained in the accounting records of the Authority or the Trustee, as the case may be, either as a fund or an account, and may, for the purpose of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account. All such records with respect to all such funds and accounts held by the Authority shall at all times be maintained in accordance with generally accepted accounting principles and all such records with respect to all such funds and accounts held by the Trustee shall be at all times maintained in accordance with industry practices; in each case with due regard for the protection of the security of the Authority Bonds and the rights of every Owner thereof.

Section 9.12 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Authority:	Tiburon Public Financing Authority 1505 Tiburon Boulevard Tiburon, CA 94920 Attention: Treasurer
If to the Town:	Town of Tiburon, California 1505 Tiburon Boulevard Tiburon, CA 94920 Attention: Director of Administrative Services
If to the Trustee:	U.S. Bank National Association 1 California Street, 10th Floor San Francisco, CA 94111 Attention: Corporate Trust Department

The Authority, the Town and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.13 Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of interest, principal or premium on any of the Authority Bonds which remain unclaimed for two (2) years after the date when such interest, principal or premium has become due and payable, either at its stated due date, maturity date or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee after said date when such Authority Bonds become due and payable, shall be repaid by the Trustee to the Authority, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Authority for the payment of such Authority Bonds; *provided, however*, that before being required to make such payment to the Authority, the Trustee may, at the expense of Authority, cause to be mailed to the Owners of all such Authority Bonds, at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the Authority.

Section 9.14 Payment Due on Other than a Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Indenture, is not a Business Day, such payment, with no interest accruing for the period after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 9.15. Governing Laws. This Indenture shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 9.16. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the TIBURON PUBLIC FINANCING AUTHORITY has caused this Indenture to be signed by its Executive Director, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

TIBURON PUBLIC FINANCING AUTHORITY

By _____
Greg Chanis,
Executive Director

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Officer

20034.01:J14109

EXHIBIT A

FORM OF BOND

TIBURON PUBLIC FINANCING AUTHORITY
2016 REVENUE BOND
(CONSOLIDATED REASSESSMENT DISTRICT)

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
_____%	September 2, ____	August 25, 2016	_____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The TIBURON PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the United States of America (the "Authority"), for value received, hereby promises to pay (but only out of the Revenues and other funds hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Authority Bond (unless this Authority Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, in which event it shall bear interest from such Interest Payment Date, or unless this Authority Bond is authenticated on or prior to February 15, 2017, in which event it shall bear interest from the Dated Date identified above; *provided, however*, that if, at the time of authentication of this Authority Bond, interest is in default on this Authority Bond, this Authority Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on March 2 and September 2 in each year, commencing March 2, 2017 (each, an "Interest Payment Date"), until the Maturity Date stated above or date of redemption of this Authority Bond.

The Principal Amount hereof is payable upon presentation and surrender hereof at the Trust Office (as defined in the Indenture) of U.S. Bank National Association (the "Trustee"). Interest hereon is payable by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the registration books of the Trustee as of the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs; *provided, however*, that payment of interest may be made by wire transfer to an account in the continental United States of America to any registered owner of Authority Bonds in the aggregate principal amount of $1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose as of the close of business on the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs.

This Authority Bond is a limited obligation of the Authority, payable solely from the Revenues and funds pledged under the Indenture (as defined herein). This Authority Bond is not a debt of the Town of Tiburon, California or the State of California or any of its political subdivisions (except the Authority and only to the extent set forth in the Indenture), and none of said Town, said State or any of its political subdivisions is liable hereon. The Authority has no taxing power.

This Authority Bond is one of a duly authorized series of bonds of the Authority designated the "Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)" (the "Authority Bonds"), limited in principal amount to _____ million _____ hundred _____ thousand dollars ($_____), secured by an Indenture of Trust dated as of August 1, 2016 (the "Indenture"), by and between the Authority and the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the owners of the Authority Bonds, of the nature and extent of the Revenues (as that term is defined in the Indenture), of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder; and all of the terms of the Indenture are hereby incorporated herein and constitute a contract between the Authority and the Registered Owner hereof, and to all of the provisions of which Indenture the Registered Owner hereof, by acceptance hereof, assents and agrees.

The Authority Bonds are authorized to be issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985, as amended, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act"). The Authority Bonds are limited obligations of the Authority and, as and to the extent set forth in the Indenture, are payable solely from and secured by a first lien on and pledge of the Revenues and certain other funds held by the Trustee as provided in the Indenture. The Revenues and such other funds constitute a trust fund for the security and payment of the principal of and interest on the Authority Bonds, except to the extent otherwise provided in the Indenture. The full faith and credit of the Authority is not pledged to the payment of the principal of or interest or redemption premiums (if any) on the Authority Bonds. The Authority Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Revenues and such other funds as provided in the Indenture.

The Authority Bonds have been issued to provide funds to purchase certain reassessment bonds of the Town (the "Reassessment Bonds"), to fund a reserve fund and to pay costs of issuance of the Authority Bonds and the Reassessment Bonds. The Town will use the proceeds that it receives from the sale of the Reassessment Bonds to the Authority to refund certain outstanding bonds of the Town. The obligations of the Town to make payments of principal and interest on the Reassessment Bonds are limited obligations secured only as set forth therein.

The Authority Bonds maturing on or after September 2, ____, are subject to optional redemption prior to maturity on any Interest Payment Date on or after September 2, ____, as a whole, or in part from maturities as are selected by the Authority in accordance with the Indenture, and by lot within a maturity, from any source of funds made available to the Authority, at the option of the Authority, on any date at the following respective redemption prices (expressed as percentages of the principal amount of the Authority Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
_____, _____ and _____, _____	%
_____, _____ and _____, _____	
_____2, _____ and thereafter	

The Authority Bonds are also subject to special redemption on any Interest Payment Date on or after March 2, 2017, from proceeds of early redemption of the Reassessment Bonds from prepayments of Reassessments (as such term is defined in the Indenture), in whole or in part, among maturities as selected by the Authority in accordance with the Indenture, at the principal amount thereof, plus accrued interest to the date of redemption thereof, without premium.

The Authority Bonds maturing on September 2, ____, are subject to mandatory sinking payment redemption in part on September 2, ____, and on each September 2 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date (September 2)	Mandatory Sinking Payments

The Trustee on behalf and at the expense of the Authority shall mail by first class mail, postage prepaid, notice of any redemption to the respective owners of any Authority Bonds designated for redemption, at their respective addresses appearing on the registration books maintained by the Trustee and to the Securities Depositories and to the Information Services (as such terms are defined in the Indenture), at least thirty (30) but not more than sixty (60) days prior to the redemption date; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Authority Bonds or the cessation of the accrual of interest thereon. Notices of redemption may be conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds on the anticipated redemption date, and if the Trustee does not receive sufficient funds by the scheduled redemption date the redemption shall not occur and the Bonds for which notice of redemption was given shall remain outstanding for all purposes of the Indenture.

If this Authority Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Authority Bonds are issuable as fully registered bonds without coupons in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Authority Bonds may be exchanged at the Trust Office of the Trustee for a like aggregate principal amount and maturity of fully registered Authority Bonds of other authorized denominations.

This Authority Bond is transferable by the Registered Owner hereof, in person or by its attorney duly authorized in writing, at the Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Authority Bond. Upon such transfer a new fully registered Authority Bond or Authority Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Trustee shall not be required to register the transfer or exchange of any Authority Bond (i) during 15 days prior to selection of Authority Bonds for redemption, or (ii) selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary. The Indenture and the rights and obligations of the Authority and of the owners of the Authority Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Authority Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Authority Bond without the express written consent of the owner of such Authority Bond, (b) reduce the percentage of Authority Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee, all as more fully set forth in the Indenture.

It is hereby certified by the Authority that all things, conditions and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Authority Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and by the Act, and that the amount of this Authority Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or statutes of the State of California or by the Act.

Unless this Authority Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Authority Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

This Authority Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the Trustee's Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Authority Bond to be executed in its name and on its behalf by the facsimile signatures of its Chair and Secretary and its seal to be reproduced hereon all as of the Dated Date identified above.

TIBURON PUBLIC FINANCING AUTHORITY

By _____
Chair

[S E A L]

ATTEST:

_____
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Authority Bonds described in the within-mentioned Indenture.

Date: _____

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature:

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor.

BOND PURCHASE AGREEMENT

$_____
TIBURON PUBLIC FINANCING AUTHORITY
2016 REFUNDING REVENUE BONDS
(CONSOLIDATED REASSESSMENT DISTRICT)

August __, 2016

Tiburon Public Financing Authority
1505 Tiburon Blvd
Tiburon, California 94920

Ladies and Gentlemen:

The undersigned (the "Underwriter") offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Tiburon Public Financing Authority (the "Authority") which will be binding upon the Authority and the Underwriter upon the acceptance hereof by the Authority. This offer is made subject to its acceptance by the Authority by execution of this Purchase Agreement and its delivery to the Underwriter on or before 5:00 p.m., California time, on the date hereof. All capitalized terms used and not otherwise defined herein have the respective meanings given to such terms in the Indenture of Trust (the "Indenture"), dated as of August 1, 2016, by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee").

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District) (the "Bonds"). The purchase price for the Bonds shall be $_____ (being the $_____ aggregate initial principal amount of the Bonds, plus a net original issue premium of $_____, and less an underwriter's discount of $_____).

The Authority acknowledges and agrees that: (a) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Authority and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Authority, (b) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Authority or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter have provided other services or is currently providing other services to the Authority on other matters), (c) the only obligations the Underwriter has to the Authority with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (d) the Authority has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The Authority acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

Section 2. Description of the Bonds. The Bonds shall be issued pursuant to the Indenture, Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), and a resolution of the Board of Directors of the Authority adopted on July 20, 2016 (the "Bond Resolution"). The Bonds shall be as described in the Indenture and the official statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement").

The proceeds of the Bonds shall be applied by the Authority to finance the purchase of the $_____ Town of Tiburon Limited Obligation Refunding Bonds 2016 Consolidated Reassessment District (the "Reassessment Bonds"), being issued by the Town of Tiburon, California (the "Town") pursuant to a Fiscal Agent Agreement, dated as of August 1, 2016 (the "Fiscal Agent Agreement"), by and between the Town and U.S. Bank National Association, as fiscal agent, to refund the Prior Bonds (as defined in the Fiscal Agent Agreement). The Reassessment Bonds will be purchased by the Authority in accordance with a Bond Purchase Contract dated the date hereof (the "Reassessment Bonds Bond Purchase Contract"), by and between the Authority and the Town.

The Bonds are payable from (a) "Revenues" received by the Trustee under the Indenture, which are generally defined in the Indenture as all payments on the Reassessment Bonds, as well as (b) amounts in the Reserve Fund held by the Trustee under the Indenture.

Section 3. Terms of the Bonds; Public Offering. The Bonds will mature on the dates and in the principal amounts, and will bear interest at the rates, as set forth in Exhibit A hereto. The Underwriter agrees to make a bona fide public offering of all the Bonds initially at the public offering prices (or yields) set forth on the inside cover of the Official Statement. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

Section 4. Delivery of Official Statement. The Authority has delivered or caused to be delivered to the Underwriter prior to the execution of this Purchase Agreement, copies of a preliminary official statement relating to the Bonds (the "Preliminary Official Statement"). The Preliminary Official Statement is the official statement deemed final by the Authority for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") and approved for distribution by resolution of the Authority. The Authority shall have executed and delivered to the Underwriter a certification to such effect in the form attached hereto as Appendix B.

Within seven (7) business days from the date hereof, the Authority shall deliver to the Underwriter a final Official Statement, executed on behalf of the Authority by an authorized representative of the Authority and dated the date hereof, which shall include information permitted to be omitted by paragraph (b)(l) of the Rule and with such other amendments or supplements as shall have been approved by the Authority and the Underwriter.

The Authority will undertake, pursuant to the Indenture, the Rule and a continuing disclosure agreement, dated as of August 1, 2016 (the "Continuing Disclosure Agreement"), between the Authority and NBS Government Finance Group, as dissemination agent, to provide certain annual financial information and notices of the occurrence of certain events, if material. A copy of the Continuing Disclosure Agreement is included as Appendix C to the Preliminary Official Statement and will also be included as Appendix C to the final Official Statement.

Section 5. The Closing. At 8:00 a.m., California time, on August 25, 2016, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority, the Town and the Underwriter, the Authority will deliver (a) the Bonds in definitive form to the Underwriter at The Depository Trust Company in New York, New York, or such other location as may be specified by the Underwriter, with CUSIP identification numbers printed thereon, in fully registered form and registered in the name of Cede & Co., and (b) the closing documents hereinafter mentioned at the offices of Quint & Thimmig LLP, Larkspur, California ("Bond Counsel"), or another place to be mutually agreed upon by the Authority, the Town and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by federal funds wire payable to the order of the Trustee on behalf of the Authority. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing." The Bonds will initially be delivered in the form of one Bond for each maturity thereof.

Section 6. Representations. Warranties and Covenants. The Authority represents and warrants to, and covenants with, the Underwriter as follows:

(a) *Due Organization*. Existence and Authority. The Authority is a joint powers authority duly organized and existing under the laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Agreement, the Indenture, the Reassessment Bonds Bond Purchase Contract and the Continuing Disclosure Agreement (together, the "Authority Documents") and to carry out and consummate the transactions on its part contemplated by the Authority Documents and the Official Statement.

(b) *Due Authorization and Approval*. By all necessary official action of the Authority, the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the Authority and the other parties thereto, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(c) *Official Statement Accurate and Complete*. The Preliminary Official Statement was as of its date, and the final Official Statement is, and at all times subsequent to the date of the final Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the final Official Statement contain, and up to and including the Closing will contain, no misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

(d) *Underwriter's Consent to Amendments and Supplements to Official Statement*. The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the

institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) *No Breach or Default*. As of the time of acceptance hereof and as of the time of the Closing, except as otherwise disclosed in the Official Statement, the Authority is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State, or any applicable judgment or decree or any indenture, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default adversely affects the ability of the Authority to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default under any such instrument; and, as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery by the Authority of the Authority Documents and compliance by the Authority with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State, or any applicable judgment, decree, license, permit, indenture, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Documents.

(f) *No Litigation*. As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government authority, public board or body, pending with respect to which the Authority has been served with process or known by the Authority to be threatened (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of the Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from the gross incomes of the owners of the Bonds for purposes of federal income taxation, or contesting the powers of the Authority and its authority to pledge the revenues securing the Bonds; (iii) which may result in any material adverse change relating to the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the final Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the final Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no known basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

(g) *Certificates of the Authority*. Any certificate signed by an official of the Authority authorized to execute such certificate and delivered to the Underwriter in connection with the transactions contemplated by the Authority Documents shall be

deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein contained.

(h) *Security for Bonds*. The Indenture creates a valid pledge of, and first lien upon, Revenues deposited thereunder and the moneys in certain funds and accounts established under the Indenture, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(i) *Blue Sky*. The Authority will cooperate with the Underwriter (at the cost of the Underwriter), in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Authority shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction.

(j) *Continuing Disclosure*. The Authority has never failed to comply with any obligation to provide continuing disclosure pursuant to the Rule.

Section 7. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement to purchase and pay for the Bonds shall be subject to the following additional conditions:

(a) *Bring-Down Representation*. The representations, warranties and covenants of the Authority contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) *Executed Agreements and Performance Thereunder*. At the time of the Closing (i) the Authority Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the consent of the Underwriter, such consent not to be unreasonably withheld, and (ii) there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by this Purchase Agreement, the Official Statement and the Authority Documents.

(c) *Issuance and Purchase of Reassessment Bonds*. Concurrent with the issuance of the Bonds and the purchase thereof by the Underwriter in accordance with this Purchase Agreement, the Town shall have issued the Reassessment Bonds and delivered the Reassessment Bonds to the Trustee under and in accordance with the Reassessment Bonds Bond Purchase Contract, and all conditions set forth in the Reassessment Bonds Bond Purchase Contract to the issuance and delivery of the Reassessment Bonds shall have been satisfied.

(d) *Closing Documents*. At or prior to the Closing, the Underwriter shall receive each of the documents identified in Section 8.

Section 8. Closing Documents. In addition to the other conditions to the Underwriter's obligations under this Purchase Agreement to purchase and pay for the Bonds, at or before the Closing the Underwriter shall receive each of the following documents, provided that the actual payment for the Bonds by the Underwriter and the acceptance of delivery thereof shall be conclusive evidence that the requirements of this Section 8 shall have been satisfied or waived by the Underwriter.

(a) *Bond Opinion*. An approving opinion of Bond Counsel, dated the date of the Closing and substantially in the form included as Appendix D to the Official Statement, together with a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Authority may be relied upon by the Underwriter to the same extent as if such opinion was addressed to the Underwriter.

(b) *Supplemental Opinion*. A supplemental opinion of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter and dated the date of the Closing, substantially to the following effect:

(i) This Purchase Agreement, the Reassessment Bonds Purchase Contract and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the Authority and, assuming the due authorization and execution by the other respective parties thereto, constitute the valid, legal and binding agreements of the Authority, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally.

(ii) The statements contained in the Official Statement under the headings "THE AUTHORITY BONDS," "SECURITY FOR THE AUTHORITY BONDS," "SECURITY FOR THE REASSESSMENT BONDS" and "CERTAIN LEGAL MATTERS" and in Appendix A and Appendix D to the Official Statement, are accurate, insofar as such statements purport to summarize certain provisions of the Bonds, the Reassessment Bonds, the Indenture, or Bond Counsel's opinion with respect to federal tax law.

(iii) The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(c) *Defeasance Opinion*. A defeasance opinion of Bond Counsel, dated the Closing Date and addressed to the Authority, the Underwriter and the Town, relating to the legal defeasance of the Prior Bonds.

(d) *Letter of Disclosure Counsel*. A letter of Quint & Thimmig LLP, in its capacity as disclosure counsel to the Authority ("Disclosure Counsel"), addressed to the Authority and the Underwriter, to the effect that without passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and making no representation that they have independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to them in the course of their participation in the preparation of the Official Statement, nothing has come to such counsel's attention which would lead them to believe that the Official Statement, as of its date or as of the Closing Date, including the cover page (in each case except for financial statements, the information set forth in the Appendices to the Official Statement, any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information about book-entry, tax-exemption, or The Depository Trust Company included or referred to therein, which disclosure counsel expressly excludes from the scope of such letter and as to which disclosure counsel need express no opinion or view)

contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *Authority Counsel Opinion*. An opinion of Burke, Williams & Sorenson, LLP, in their capacity as legal counsel to the Authority, dated the date of the Closing and addressed to the Underwriter, substantially to the following effect:

(i) The Authority is a joint powers authority duly organized and validly existing under the laws of the United States of America.

(ii) The Bond Resolution has been duly adopted, is in full force and effect and has not been modified, amended or rescinded.

(iii) Without conducting an independent investigation, except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending with respect to which the Authority has been served with process or known to be threatened against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Authority Documents or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents, or under which a determination adverse to the Authority would have a material adverse effect upon the financial condition or the revenues of the Authority, or which, in any manner, questions the right of the Authority to pledge the Revenues to the payment of the Bonds.

(f) *Trustee Counsel Opinion*. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Authority and the Underwriter, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Indenture.

(ii) The Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legal, valid and binding obligations of the Trustee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(g) *Authority Certificate*. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by the Executive Director or other duly authorized officer of the Authority to the effect that:

(i) The representations, warranties and covenants of the Authority contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to the date of the Closing.

(ii) No event affecting the Authority has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iii) Except as otherwise disclosed in the Official Statement and to the best knowledge of such signing officer without conducting an independent investigation, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending with respect to which the Authority has been served with process or known to be threatened against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Authority Documents or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents, or under which a determination adverse to the Authority would have a material adverse effect upon the financial condition or the revenues of the Authority, or which, in any manner, questions the right of the Authority to pledge the Revenues to the payment of the Bonds.

(h) *Trustee's Certificate*. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) The Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Indenture.

(ii) The Trustee is duly authorized to enter into the Indenture.

(iii) To its best knowledge after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental district, public board or body pending against the Trustee or threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Indenture or contesting the powers of the Trustee or its authority to enter into and perform its obligation under the Indenture.

(i) *Original Executed Documents*. An original executed copy of each of the Authority Documents and the Official Statement.

(j) *Reassessment Documents*. A copy of each of the documents listed in Section 12(e) of the Reassessment Bonds Bond Purchase Contract.

(k) *Bond Resolution*. A certified copy of the Bond Resolution.

(l) *Arbitrage Certificate*. A non-arbitrage certificate executed by the Authority and the Town in form and substance satisfactory to Bond Counsel.

(m) *Certificate of Reassessment Engineer*. A certificate, dated the Closing Date, of NBS Government Finance Group (the "Reassessment Engineer") addressed to Authority

and the Underwriter to the effect that (i) the Reassessment Report of the Reassessment Engineer with respect to the Reassessment District complies with the requirements of California Streets and Highways Code Section 9523 and, in the opinion of the Reassessment Engineer, the Reassessments, as set forth in the Reassessment Report, comply with Streets and Highways Code Section 9525(a) and (ii) the statements and information contained in the Official Statement under the headings "SECURITY FOR THE REASSESSMENT BONDS" and "THE REASSESSMENT DISTRICT," and in the tables under such headings, insofar as such statements and information were provided by the Reassessment Engineer or otherwise purport to summarize certain provisions of the Reassessment Report, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have come to the attention of the Reassessment Engineer that would substantially change such information set forth in the Official Statement.

(n) *Letter of Verification* Agent. A letter addressed to the Authority, the Town, the Underwriter, and Bond Counsel, dated the Closing Date, from Grant Thornton LLP, verifying the accuracy of the mathematical computations concerning the adequacy of moneys to be deposited with the Escrow Bank (as defined in the Fiscal Agent Agreement) to legally defease the Prior Bonds.

(o) *Additional Documents*. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Authority with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Authority herein contained, and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority under this Purchase Agreement.

If the Authority shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Authority shall be under further obligation hereunder, except as further set forth in Section 10.

Section 9. Termination Events. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by written notification to the Authority if at any time between the date hereof and prior to the Closing:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(b) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on

Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Authority, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental district having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to trade the Bonds; or

(f) a general banking moratorium shall have been established by federal or State authorities; or

(g) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, or there has occurred any escalation of existing hostilities, calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United States being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds; or

(h) the commencement of any action, suit or proceeding described in Section 6(f) with respect to the Authority which, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(i) there shall be in force a general suspension of trading on the New York Stock Exchange.

Section 10. Expenses. The Underwriter shall be under no obligation to pay and the Authority shall pay or cause to be paid the expenses incident to the performance of the obligations of the Authority hereunder including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the Authority Documents and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any attorney, Reassessment Engineer, accountant, verification agent or other experts or consultants retained by the Authority or the Town; (c) the fees and disbursements of Bond Counsel and Disclosure Counsel; and (d) the cost of and preparation and printing the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter.

The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with its public offering and distribution of the Bonds.

Section 11. Notices. Any notice or other communication to be given to the Authority under this Purchase Agreement may be given by delivering the same in writing to such entity at the address set forth above. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to: Wulff, Hansen & Co, 351 California Street, Suite 1000, San Francisco, CA 94104, Attention: Mark Pressman.

Section 12. Entire Agreement. This Purchase Agreement, when accepted by the Authority, shall constitute the entire agreement between the Authority and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Authority and the Underwriter (including the successors or assigns of any Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All the Authority's representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter.

Section 13. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 14. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 15. Governing Law. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

Section 16. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter or the Authority without the prior written consent of the other party hereto.

WULFF, HANSEN & CO.,
as Underwriter

By: _____
Mark Pressman,
Principal

Accepted as of the date first stated above:

TIBURON PUBLIC FINANCING
AUTHORITY

By: _____
Greg Chanis,
Executive Director

Time of Execution: _____

20034.01:J14149

APPENDIX A

MATURITY SCHEDULE FOR THE BONDS

Principal Payment Date (September 2)	Principal Amount	Interest Rate	Price	Yield

APPENDIX B

CERTIFICATE REGARDING PRELIMINARY OFFICIAL STATEMENT

$_____*
Tiburon Public Financing Authority
2016 Refunding Revenue Bonds
(Consolidated Reassessment District)

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting Executive Director of the Tiburon Public Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of the Authority;

(ii) that there has been delivered to Wulff, Hansen & Co., as underwriter (the "Underwriter") of the captioned bonds, a Preliminary Official Statement, dated July __, 2016 (including the cover page and all appendices thereto, the "Preliminary Official Statement"), which the Authority deems nearly final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12; and

(iii) that the Authority has approved the use and distribution of the Preliminary Official Statement by the Underwriter.

Dated: July __, 2016

TIBURON PUBLIC FINANCING AUTHORITY

By: _____
Greg Chanis,
Executive Director

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

PRELIMINARY OFFICIAL STATEMENT DATED JULY __, 2016

NEW ISSUE **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject, however, to certain qualifications described herein, under existing law, the interest on the Authority Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. In the further opinion of Bond Counsel, such interest is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$10,360,000*
TIBURON PUBLIC FINANCING AUTHORITY
2016 REFUNDING REVENUE BONDS
(CONSOLIDATED REASSESSMENT DISTRICT)

Dated: Date of Delivery **Due: September 2, as shown on inside cover**

The above-captioned bonds (the "Authority Bonds") are being issued by the Tiburon Public Financing Authority (the "Authority") pursuant to an Indenture of Trust, dated as of August 1, 2016 (the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). The Authority Bonds are being issued to provide funds to the Authority to fund a reserve fund for the Authority Bonds, pay costs of issuance of the Authority Bonds, and to enable the Authority to purchase the Town of Tiburon Limited Obligation Refunding Bonds, 2016 Consolidated Reassessment District (the "Reassessment Bonds"), the proceeds of which will, in turn, be used to refund seven series of assessment bonds previously issued by the Town of Tiburon, California (the "Town") relating to six different assessment districts formed by the Town. See "THE FINANCING PLAN."

The Authority Bonds will be issued in denominations of $5,000 or any integral multiple thereof. Interest on the Authority Bonds is payable semiannually on each March 2 and September 2, commencing March 2, 2017. The Authority Bonds will be initially issued only in book-entry form and registered to Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository of the Authority Bonds. Principal and interest (and premium, if any) on the Authority Bonds is payable by the Trustee to DTC, which remits such payments to its Participants for subsequent distribution to the registered owners of the Authority Bonds as shown on the Trustee's books as of the fifteenth day of the month preceding the month in which such interest payment date occurs. See "THE AUTHORITY BONDS—General Provisions" herein.

The Authority Bonds will mature on September 2 in the years and in the principal amounts shown on the Maturity Schedule set forth on the inside cover page of this Official Statement. The Authority Bonds are subject to redemption prior to maturity as described herein.

The Authority Bonds are limited obligations of the Authority payable solely from Revenues (as defined in the Indenture), consisting primarily of scheduled payments of principal of and interest on the Reassessment Bonds received by the Authority, which payments are secured by liens of unpaid reassessments on properties within the Town's 2016 Consolidated Reassessment District. Scheduled payments of principal of and interest on the Reassessment Bonds are calculated to be sufficient to permit the Authority to timely pay the scheduled principal of and interest on the Authority Bonds.

THE AUTHORITY BONDS ARE NOT A DEBT OF THE TOWN, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE AUTHORITY, AND SHALL BE PAY ABLE SOLELY FROM THE REVENUES AND FUNDS PLEDGED TO THE PAYMENT THEREOF UNDER THE INDENTURE. NEITHER THE FAITH AND THE CREDIT NOR THE TAXING POWER OF THE TOWN, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE AUTHORITY BONDS. THE ISSUANCE OF THE AUTHORITY BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATSOEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER. POTENTIAL INVESTORS ARE ADVISED TO READ CAREFULLY THE SECTION IN THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS."

THE REASSESSMENT BONDS ARE NOT GENERAL OBLIGATIONS OF THE TOWN, BUT ARE LIMITED OBLIGATIONS, PAYABLE SOLELY FROM REASSESSMENTS AND THE FUNDS PLEDGED UNDER THE FISCAL AGENT AGREEMENT PURSUANT TO WHICH THE REASSESSMENT BONDS ARE BEING ISSUED. NEITHER THE FAITH AND CREDIT OF THE TOWN NOR THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE REASSESSMENT BONDS.

MATURITY SCHEDULE

(see inside cover)

The Authority Bonds are offered when, as and if issued and accepted by the Underwriter, subject to the approval as to their legality by Quint & Thimmig LLP, Larkspur, California, Bond Counsel. Certain legal matters will be passed upon for the Town and the Authority by Burke, Williams & Sorenson, LLP, San Rafael, California, in its capacity as general counsel to the Authority and as Town Attorneys, and for the Authority by Quint & Thimmig LLP in its capacity as Disclosure Counsel to the Authority. It is expected that the Authority Bonds will be available for delivery through DTC in New York, New York on or about August 25, 2016.

WULFF, HANSEN & CO.

Dated: August __, 2016

* Preliminary, subject to change.

$10,360,000*
TIBURON PUBLIC FINANCING AUTHORITY
2016 REFUNDING REVENUE BONDS
(CONSOLIDATED REASSESSMENT DISTRICT)

MATURITY SCHEDULE*
$_____ Serial Bonds

Maturity Date (September 2)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ ____% Term Bonds due September 2, 2040; Yield ____%; Price ____; CUSIP ____

† CUSIP is a registered trademark of the American Banker's Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ.
* Preliminary, subject to change.

No dealer, broker, salesperson or other person has been authorized by the Underwriter, the Authority or the Town to give any information or to make any representations with respect to the Authority Bonds other than those contained in this Official Statement and if given or made, such other information or representation must not be relied upon as having been authorized by the Authority, the Town or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there by any sale of the Authority Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is submitted in connection with the sale of the Authority Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed to be a contract with the purchasers of the Authority Bonds.

Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The information set forth herein has been furnished by the Authority, the Town and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Authority, the Town or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the Town since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

The Underwriter may overallot or take other steps that stabilize or maintain the market price of the Authority Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Authority Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

The issuance and sale of the Authority Bonds have not been registered under the Securities Act of 1933 (the "Securities Act"), as amended, or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act and Section 3(a)(12) of the Exchange Act.

Certain statements included or incorporated in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as plan, expect, estimate, budget, or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

The Town maintains an Internet website, but the information on the website is not incorporated in this Official Statement.

TIBURON PUBLIC FINANCING AUTHORITY BOARD OF DIRECTORS
and
TOWN OF TIBURON TOWN COUNCIL

Erin Tollini
Chair/Mayor

Jim Fraser
Vice Chair/Vice Mayor

Alice Fredericks
Board Member/Council Member

Frank Doyle
Board Member/Council Member

Emmett O'Donnell
Board Member/Council Member

AUTHORITY OFFICERS
and
TOWN ADMINISTRATION

Greg Chanis
Executive Director/Town Manager

Heidi Bigall
Treasurer/Town Director of Administrative Services

Patrick Barnes
Town Engineer and Director of Public Works

Diane Crane-Iacopi
Board Secretary/Town Clerk

PROFESSIONAL SERVICES

AUTHORITY GENERAL COUNSEL/TOWN ATTORNEYS
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San Rafael, California

BOND COUNSEL and DISCLOSURE COUNSEL
Quint & Thimmig LLP
Larkspur, California

TRUSTEE and FISCAL AGENT
U.S. Bank National Association
San Francisco, California

REASSESSMENT ENGINEER
NBS Government Finance Group
Temecula, California

ESCROW BANK
The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

VERIFICATION AGENT
Grant Thornton, LLP
Minneapolis, Minnesota

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GENERAL LOCATION MAP

OFFICIAL STATEMENT

$10,360,000*
TIBURON PUBLIC FINANCING AUTHORITY
2016 REFUNDING REVENUE BONDS
(CONSOLIDATED REASSESSMENT DISTRICT)

The purpose of this Official Statement is to provide certain information concerning the sale and issuance of the $10,360,000* Tiburon Public Financing Authority, 2016 Refunding Revenue Bonds (Consolidated Reassessment District) (the "Authority Bonds").

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Authority Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not defined herein have the meanings given to them in the Indenture or the Fiscal Agent Agreement, as applicable (each as hereinafter defined). Also, see "APPENDIX A—Summary of Principal Legal Documents."

The Authority

The Tiburon Public Financing Authority (the "Authority") was established pursuant to a Joint Exercise of Powers Agreement, dated June 1, 2016 (the "Joint Powers Agreement"), by and between the Town of Tiburon, California (the "Town") and the Tiburon Parking Authority (the "Parking Authority"), and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title I of the Government Code of the State of California (the "Act"). The Authority is authorized pursuant to Article 4 of the Act to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing or refinancing for public capital improvements of local agencies within the State of California.

The Town

Located in southern Marin County approximately seven miles north of the Golden Gate Bridge, the Town is located on the Tiburon Peninsula, which runs in a northwest-southeast direction. It is a ridge extending into San Francisco Bay. To the west, it is bordered by U.S. 101, to the south by Richardson Bay, and to the east and north by San Francisco Bay. Given its central position in the San Francisco Bay Area and its hilly terrain, this area offers spectacular views of the San Francisco Bay area. The Town, which is virtually built-out with mostly single family residential housing, is one of the most desirable residential areas in the region, due to the close proximity to downtown San Francisco. See APPENDIX B—Information Regarding the Town of Tiburon and the County of Marin.

The Reassessment District

The Town's 2016 Consolidated Reassessment District (the "Reassessment District") was established by the Town pursuant to proceedings taken under the Refunding Act of 1984 for 1915

* Preliminary, subject to change.

Improvement Act Bonds, constituting Division 10 of the California Streets and Highways Code (the "Refunding Act") and Resolution No. _____ adopted by the Town Council on July 20, 2016 (the "Resolution of Intention"). The Reassessment District includes 460 separate reassessed parcels located in six former assessment districts (collectively, the "Prior Districts"), which were formed by the Town under the provisions of the Municipal Improvement Act of 1913, constituting Division 12 of the California Streets and Highways Code. The Prior Districts include:

(i) the Town of Tiburon, Lyford Cove Utility Undergrounding Assessment District formed pursuant to Resolution No. 15-2003 adopted by the Town Council on May 21, 2003, which included 203 Marin County Assessor's parcels as of the formation of the Reassessment District;

(ii) the Town of Tiburon, Lyford Cove Utility Undergrounding Supplemental Assessment District formed pursuant to Resolution No. 03-2006 adopted by the Town Council on January 4, 2006, which included 205 Marin County Assessor's parcels as of the formation of the Reassessment District (195 of which are also in the Prior District referenced in (i) above);

(iii) the Town of Tiburon, Stewart Drive Undergrounding Assessment District formed pursuant to Resolution No. 14-2001 adopted by the Town Council on March 21, 2001, which included 83 Marin County Assessor's parcels as of the formation of the Reassessment District;

(iv) the Town of Tiburon, Main Street Assessment District formed pursuant to Resolution No. 3326 adopted by the Town Council on April 7, 1999, which included 15 Marin County Assessor's parcels as of the formation of the Reassessment District;

(v) the Town of Tiburon, Del Mar Valley Utility Undergrounding Assessment District formed pursuant to Resolution No. 19-2003 adopted by the Town Council on June 4, 2003, which included 145 Marin County Assessor's parcels as of the formation of the Reassessment District; and

(vi) the Town of Tiburon, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District formed pursuant to Resolution No. 30-2010 adopted by the Town Council on June 2, 2010, which included 135 Marin County Assessor's parcels as of the formation of the Reassessment District (131 of which are also in the Prior District referenced in (v) above).

See pages 2-7 of the Reassessment Diagram for the Reassessment District in Appendix F for the boundaries of the Reassessment District, including the locations within the Town of the six Prior Districts.

Purpose of the Authority Bonds

The proceeds of the Authority Bonds will be used to (i) acquire the Town of Tiburon Limited Obligation Refunding Bonds, 2016 Consolidated Reassessment District (the "Reassessment Bonds"), (ii) fund a reserve fund to be held by the Trustee under the Indenture, and (iii) pay the costs of issuance of the Authority Bonds. The Reassessment Bonds are being issued to refund seven series of outstanding Town assessment bonds (collectively, the "Prior Bonds") issued for the respective Prior Districts, including:

(i) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District issued on March 15, 2005 in the initial principal amount of $3,800,000, of which $2,945,000 was outstanding as of the date of issuance of the Reassessment Bonds;

(ii) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Assessment District, Series 2005-2 issued on October 11, 2005 in the initial principal amount of $173,415, of which $173,415 was outstanding as of the date of issuance of the Reassessment Bonds;

(iii) the Town of Tiburon Limited Obligation Improvement Bonds, Lyford Cove Utility Undergrounding Supplemental Assessment District issued on May 10, 2006 in the initial principal amount of $2,002,561, of which $1,992,561 was outstanding as of the date of issuance of the Reassessment Bonds;

(iv) the Town of Tiburon Limited Obligation Improvement Bonds, Stewart Drive Undergrounding Assessment District issued on July 30, 2001 in the initial principal amount of $1,465,500, of which $920,000 was outstanding as of the date of issuance of the Reassessment Bonds;

(v) the Town of Tiburon Limited Obligation Improvement Bonds, Main Street Assessment District issued on December 21, 1999 in the initial principal amount of $408,513, of which $153,000 was outstanding as of the date of issuance of the Reassessment Bonds;

(vi) the Town of Tiburon Limited Obligation Improvement Bonds, Del Mar Valley Utility Undergrounding Assessment District issued on August 24, 2005 in the initial principal amount of $4,184,700, of which $2,505,000 was outstanding as of the date of issuance of the Reassessment Bonds; and

(vii) the Town of Tiburon Subordinate Lien Limited Obligation Improvement Bonds, Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District issued on September 9, 2010 in the initial principal amount of $1,962,000, of which $1,885,000 was outstanding as of the date of issuance of the Reassessment Bonds.

All of the outstanding Prior Bonds will be legally defeased on the date of issuance of the Authority Bonds, and will be redeemed on September 2, 2016. See "THE FINANCING PLAN—Refunding of Prior Bonds."

Sources of Payment for the Authority Bonds

The Authority Bonds are being issued by the Authority pursuant to an Indenture of Trust, dated as of August 1, 2016 (the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee").

The Authority Bonds are secured by a lien on and security interest in all of the Revenues and amounts in the Revenue Fund (including the Interest Account and the Principal Account therein) and the Reserve Fund established under the Indenture. "Revenues" include (a) all payments on the Reassessment Bonds received by the Trustee; (b) any proceeds of the Authority Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established under the Indenture with respect to the Bonds (other than the Rebate Fund, the Surplus Fund and the Purchase Fund); and (c) investment income with respect to any moneys held by the Trustee in the funds and accounts

established under the Indenture with respect to the Authority Bonds (other than investment income on moneys held in the Rebate Fund and the Reserve Fund). Pursuant to the provisions of the Indenture, the Authority will transfer in trust and assign to the Trustee, for the benefit of the Owners of the Authority Bonds, all of the Revenues and all of the right, title and interest, if any, of the Authority in the Reassessment Bonds. See "SECURITY FOR THE AUTHORITY BONDS—Revenues."

Ownership of the Authority Bonds is subject to a significant degree of risk. In addition, the Authority Bonds are not rated by any national rating agency. Accordingly, there may be a limited secondary market for the Authority Bonds. Potential investors in the Authority Bonds are advised to read carefully the section of this Official Statement entitled "SPECIAL RISK FACTORS."

The Authority Bonds are not a debt of the Town, the State of California or any political subdivision thereof other than the Authority, and then only to the limited extent described herein, and are payable solely from the funds provided therefor in the Indenture. Neither the faith and the credit nor the taxing power of the Town, the State of California or any political subdivision thereof is pledged to the payment of the principal of, redemption premium, if any, or interest on the Authority Bonds. The issuance of the Authority Bonds does not directly, indirectly or contingently obligate the Town, the State of California or any political subdivision thereof to levy or pledge any form of taxation whatsoever therefor or to make any appropriation for their payment. The Authority has no taxing power.

Authority for Issuance

The Authority Bonds. The Authority Bonds are being issued pursuant to Article 4 of the Marks-Roos Local Bond Pooling Act of 1985, as amended (the "Bond Law"), and pursuant to the Indenture. Issuance of the Authority Bonds was approved by the Authority pursuant to Resolution No. _____ adopted by the Board of Directors of the Authority on July 20, 2016.

The Reassessment Bonds. The Reassessment Bonds are being issued pursuant to the Refunding Act, and pursuant to a Fiscal Agent Agreement, dated as of August 1, 2016 ("Fiscal Agent Agreement"), by and between the Town and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). Issuance of the Reassessment Bonds was approved by the Town Council pursuant to Resolution No. _____ adopted by the Town Council on July 20, 2016.

Security for the Repayment of the Authority Bonds and the Reassessment Bonds

The Authority Bonds. The Authority Bonds are equally secured by a pledge, charge and lien upon the Revenues without priority for any Authority Bond over any other Authority Bond; and the payment of the interest on and principal of the Authority Bonds and any premiums upon the redemption of any Authority Bonds are secured by an exclusive pledge, charge and lien upon the Revenues. So long as any of the Authority Bonds are Outstanding, the Revenues shall not be used for any purpose except as is expressly permitted by the Indenture. The Authority Bonds are further secured by a pledge of and lien on amounts in the Revenue Fund and the Reserve Fund, subject to the provisions of the Indenture. See "SECURITY FOR THE AUTHORITY BONDS" herein.

The Reassessment Bonds. The Reassessment Bonds are limited obligation refunding improvement bonds issued by the Town with respect to the Reassessment District. The Reassessment Bonds are payable from and secured by a pledge of certain unpaid reassessments (the "Reassessments") levied by the Town on parcels (the "Assessment Parcels") in the Reassessment District. The unpaid Reassessments together with the interest thereon constitute a

trust fund for the redemption and payment of the principal of and the interest on the Reassessment Bonds. See "SECURITY FOR THE REASSESSMENT BONDS" herein.

Description of the Authority Bonds

Payments. Interest on the Authority Bonds is payable semiannually on each March 2 and September 2, commencing March 2, 2017.

Denominations; Book-Entry-Only System. The Authority Bonds will be issued in denominations of $5,000 each or integral multiples thereof. The Authority Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Authority Bonds (the "Beneficial Owners") in the denominations described above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants, as described in this Official Statement. Beneficial Owners will not be entitled to receive physical delivery of the Authority Bonds. See "THE AUTHORITY BONDS—General Provisions" and APPENDIX E — DTC and the Book-Entry-Only System.

Redemption. The Authority Bonds are subject to optional redemption and mandatory redemption prior to maturity as described herein. See "THE AUTHORITY BONDS—Redemption" herein.

Tax Matters

In the opinion of Quint & Thimmig LLP, Bond Counsel, under existing law and assuming compliance with certain covenants, the interest on the Authority Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. The interest on the Authority Bonds, in the further opinion of Bond Counsel, is exempt from personal income taxation imposed by the State of California. Bond Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Authority Bonds. See "TAX MATTERS" herein.

Professionals Involved in the Offering

The proceedings in connection with the issuance of the Authority Bonds and the Reassessment Bonds are subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel. Quint & Thimmig LLP is also acting as Disclosure Counsel to the Authority with respect to the Authority Bonds. U.S. Bank National Association, San Francisco, California will act as Trustee for the Authority Bonds and as Fiscal Agent for the Reassessment Bonds. The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, will act as escrow bank with respect to the Prior Bonds. NBS Government Finance Group, Temecula, California, is providing certain information relating to the Reassessment District and is acting as Reassessment Engineer. Grant Thornton LLP, Minneapolis, Minnesota, is acting as verification agent. Burke, Williams & Sorenson, LLP, San Rafael, California, is the general counsel to the Authority and Town Attorneys for the Town. Payment of compensation to Quint & Thimmig LLP and U.S. Bank National Association is contingent upon the sale and delivery of the Authority Bonds.

Continuing Disclosure

The Authority has covenanted for the benefit of holders and beneficial owners of the Authority Bonds to provide certain financial information and operating data relating to the Authority and the Town by not later than March 31 following the end of each respective fiscal year, commencing on March 31, 2017, with the report for the 2015-2016 Fiscal Year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, if material. See "CONTINUING DISCLOSURE" herein.

The Annual Report and any notices of material events will be filed by the Authority with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX C—Form of Continuing Disclosure Agreement. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change without notice. Copies of documents referred to herein are available from the Authority upon written request to Authority addressed as follows: Tiburon Public Financing Authority c/o Town of Tiburon, 1505 Tiburon Boulevard, Tiburon, California 94920, Attention: Director of Administrative Services. The Authority may impose a charge for copying, mailing and handling expenses related to any request for documents.

THE FINANCING PLAN

Establishment of Reassessment District

The Town has established the Reassessment District under the provisions of the Refunding Act and the Resolution of Intention. Pursuant to the Refunding Act, the Reassessments will supplant the unpaid assessments previously levied by the Town on parcels in the Prior Districts, except for any delinquent assessments which will remain liens on parcels in the applicable Prior Districts. Under the Refunding Act, the lien of the Reassessments on the parcels on which they are levied will be given superiority and priority as of the date that the original assessments levied in the respective Prior Districts became liens on the properties so assessed, and will have priority over any private mortgage or other nongovernmental liens on the properties subject to the Reassessments. The lien of any delinquent assessments not supplanted by the Reassessments and the lien of the Reassessments on the related parcels are equal in priority. See "SECURITY FOR THE REASSESSMENT BONDS."

Refunding of Prior Bonds

The net proceeds of the Authority Bonds will be used to acquire the Reassessment Bonds. Concurrent with the execution and delivery of the Authority Bonds and the purchase by the Authority from the Town of the Reassessment Bonds, the Town will enter into an escrow agreement (the "Escrow Agreement") with The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank") with respect to the Prior Bonds pursuant to which the proceeds derived from the sale of the Reassessment Bonds, along with amounts held in the reserve funds and the redemption funds for the Prior Bonds, will be deposited in an escrow fund (the "Escrow Fund"). Amounts deposited in the Escrow Fund will be held by the Escrow Bank in cash, and such deposit will be verified by Grant Thornton LLP (the "Verification Agent") to be sufficient to pay the principal of and interest and premiums on the Prior Bonds upon their redemption on September 2, 2016. As a result of the deposit and application of funds

as provided for in the Escrow Agreement, assuming the accuracy of the computations verified by the Verification Agent, the obligation to make payments of the principal of and interest on the Prior Bonds will be legally defeased on the date of issuance of the Authority Bonds and the Reassessment Bonds.

Moneys held by the Escrow Bank in the Escrow Fund are pledged to the payment of the Prior Bonds, and will not be available for the payment of the Authority Bonds or the Reassessment Bonds.

Estimated Sources and Uses of Funds

The Authority Bonds. The anticipated sources and uses of funds relating to the Authority Bonds are as follows:

Sources of Funds:	
Par Amount of Authority Bonds	$
Plus: Original Issue Premium	
Less: Underwriter's Discount	
Total Sources	$
Uses of Funds:	
Purchase Fund (purchase of Reassessment Bonds)(1)	$
Reserve Fund(2)	
Costs of Issuance Fund(3)	
Total Uses	$

(1) To be used to acquire the Reassessment Bonds on the date of issuance of the Authority Bonds. See "PLAN OF FINANCING—Refunding of Prior Bonds.

(2) Equal to the Initial Reserve Fund Deposit. See APPENDIX A—Summary of Principal Legal Documents for additional information relating to the amount required to be held in the Reserve Fund, both on the date of issuance of the Authority Bonds and thereafter. See also "SECURITY FOR THE AUTHORITY BONDS—Reserve Fund" herein.

(3) Includes Trustee, Fiscal Agent and Escrow Bank fees and expenses, Bond Counsel and Disclosure Counsel fees and expenses, printing costs, and other costs related to the issuance of the Authority Bonds and the Reassessment Bonds.

The Reassessment Bonds. The anticipated sources and uses of funds relating to the Reassessment Bonds are as follows:

Sources of Funds:	
Par Amount of Reassessment Bonds	$
Less Purchaser's Discount	
Plus Prior Reserve Funds	
Plus Prior Redemption Funds	
Total Sources	$
Uses of Funds:	
Deposit to Escrow Fund(1)	$
Total Uses	$

(1) To be used to redeem the Prior Bonds on September 2, 2016. See "PLAN OF FINANCING—Refunding of Prior Bonds.

DEBT SERVICE SCHEDULES

Interest Rate Differential Between the Authority Bonds and the Reassessment Bonds

Debt service on the Authority Bonds is generally less than the amount of scheduled debt service coming due and payable on the Reassessment Bonds in each Bond Year. The amount of debt service paid on the Reassessment Bonds which is in excess of the amount required to pay debt service on the Authority Bonds will be received by the Trustee as Revenues. The Indenture provides that Revenues, after setting aside amounts in the Interest Account, the Principal Account and the Reserve Fund in accordance with the Indenture, will be deposited in the Surplus Fund. The Authority anticipates that amounts in the Surplus Fund will be available (i) to make up any shortfalls in revenues from the Reassessment Bonds needed to pay scheduled debt service on the Authority Bonds, (ii) to pay certain administrative costs of the Authority and the Town related to the Authority Bonds and the Reassessment Bonds, (iii) for transfer to the Town to be deposited into the Redemption Fund for the Reassessment Bonds and applied to reduce debt service payments on Reassessment Bonds or credited against the Reassessments pursuant to the Formation Act, or (iv) for accumulation in and expenditure from the Surplus Fund for any lawful purpose of the Authority; all as directed from time to time by the Authority to the Trustee in writing.

Debt Service on the Authority Bonds and the Reassessment Bonds

The following table sets forth the amount of scheduled debt service on the Reassessment Bonds in each Bond Year and the amount of scheduled debt service on the Authority Bonds in each Bond Year. Debt service on the Reassessment Bonds and the Authority Bonds is shown without regard to any possible optional redemption or mandatory redemption by reason of prepayments of Reassessments of the Reassessment Bonds or the Authority Bonds.

Schedule Debt Service on the Reassessment Bonds and the Authority Bonds

Year Ending Sept 2	Reassessment Bonds			Authority Bonds			Available Revenues[1]	Cumulative
	Principal	Interest	Total	Principal	Interest	Total		
2017								
2018								
2019								
2020								
2021								
2022								
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								
2031								
2032								
2033								
2034								
2035								
2036								
2037								
2038								
2039								
2040								
Totals[2]:								

(1) Any shortfall in scheduled debt service on the Reassessment Bonds needed to pay the scheduled debt service on the Authority Bonds is anticipated to be funded from prior surplus amounts held in the Surplus Fund. See "APPENDIX A—Summary of Principal Legal Documents – The Surplus Fund."

(2) Some figures may not total due to rounding.

THE AUTHORITY BONDS

General Provisions

The Authority Bonds will be issued in the denomination of $5,000 or any integral multiple thereof, will be dated their delivery date, and will bear interest at the rates per annum set forth on the cover page hereof. Principal of the Authority Bonds is payable annually on September 2 of each year commencing September 2, 2017, subject to the redemption provisions set forth in the Indenture. Interest on the Authority Bonds will be payable semiannually on each March 2 and September 2, commencing March 2, 2017 (each, an "Interest Payment Date").

The Authority Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Authority Bonds (the "Beneficial Owners") in the denominations described above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants. Beneficial Owners will not be entitled to receive physical delivery of the Authority Bonds. In the event that the book-entry-only system is no longer used with respect to the Authority Bonds, the Authority Bonds will be registered and transferred in accordance with the Indenture. See APPENDIX E—DTC and the Book-Entry-Only System.

Interest on the Authority Bonds will be payable on each Interest Payment Date to the person whose name appears on the Bond Register as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date. Interest will be paid by check of the

Trustee mailed by first-class mail, postage prepaid, to the Owner at the address of such Owner as it appears on the Bond Register, or by wire transfer upon instructions of any Owner of $1,000,000 or more in aggregate principal amount of Authority Bonds. "Record Date" is defined in the Indenture to mean, with respect to any Interest Payment Date, the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, whether or not such day is a Business Day. Principal of and premium (if any) on any Bond will be paid upon presentation and surrender of the Bond, at maturity or the prior redemption, at the corporate trust office of the Trustee in San Francisco, California (the "Trust Office"). The principal of and interest and premium (if any) on the Authority Bonds is be payable in lawful money of the United States of America.

So long as the Authority Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Authority Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants. See APPENDIX E—DTC and the Book-Entry-Only System.

Each Authority Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it will bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2017, in which event it will bear interest from the date of issuance of the Authority Bonds; provided, however, that if, as of the date of authentication of any Authority Bond, interest thereon is in default, such Authority Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from the date of issuance of the Authority Bonds if no interest has been paid or made available for payment.

For a more complete description of the provisions of the Indenture with respect to the Authority Bonds, see APPENDIX A—Summary of Principal Legal Documents.

Redemption

Optional Redemption. The Authority Bonds maturing on or after September 2, ____, may be redeemed at the option of the Authority, from any source of available funds, on any Interest Payment Date on or after September 2, ____, as a whole, or in part such that the principal and interest on the Authority Bonds to remain Outstanding due on any Interest Payment Date following such redemption are not in excess of the remaining principal and interest payable on or before such Interest Payment Date on the Reassessment Bonds to remain outstanding following the payment of any Reassessment Bonds being redeemed, if any redemption of Reassessment Bonds is being accomplished in conjunction with such optional redemption, and otherwise from such maturities as are selected by the Authority, and by lot within a maturity, at the following redemption prices (expressed as a percentage of the principal amount of the Authority Bonds to be redeemed), together with accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 2, ____ and March 2, ____	%
September 2, ____ and March 2, ____	
September 2, ____ and thereafter	

Prior to consenting to any refunding of any Reassessment Bonds, the Authority must deliver to the Trustee a certificate of an Independent Financial Consultant verifying that, following such refunding of the Reassessment Bonds and redemption of Authority Bonds, the principal and interest generated from the remaining Reassessment Bonds is adequate to make the timely payment of principal and interest due on the Authority Bonds that will remain Outstanding following such optional redemption.

Mandatory Redemption from Prepayments of Reassessments. The Bonds are subject to mandatory redemption, in whole or in part, on any Interest Payment Date from amounts received by the Trustee representing a redemption of the Reassessment Bonds resulting from the prepayment of Reassessments by property owners, in whole, or in part among maturities as selected by the Authority, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Sinking Payment Redemption. The Authority Bonds maturing on September 2, ____, are subject to mandatory sinking payment redemption in part on September 2, ____, and on each September 2 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date (September 2)	Mandatory Sinking Payments

The amounts in the foregoing table shall be reduced, as a result of any prior partial redemption of the Authority Bonds maturing on September 2, ____, pursuant to the optional or mandatory redemption from prepayments of Reassessments described above, as specified by the Authority to the Trustee, such that the remaining scheduled payments of principal and interest on the Reassessment Bonds will be sufficient on a timely basis to pay debt service on the Authority Bonds. The Trustee shall be entitled to rely upon a Certificate of the Authority as proof of such sufficiency.

Notice of Redemption. When redemption is authorized or required pursuant to the Indenture, the Trustee shall on behalf of and at the expense of the Authority give official notice the redemption of the Authority Bonds by mailing a copy thereof by first class mail, or by such other means as is acceptable to the recipient thereof, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owners of the Authority Bonds to be redeemed at the addresses shown on the registration books kept by the Trustee, and to the Town, the securities depositories and information services specified in the Indenture. Such official notice shall specify: (i) the redemption date, (ii) the redemption price and place of redemption, (iii) the CUSIP numbers, the Bond numbers (in the event of a partial redemption) and the maturity or maturities (in the event of redemption of all Authority Bonds of such maturity or maturities in whole) and (iv) that interest on such Authority Bonds shall cease to accrue from and after such redemption date. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the sufficiency of the proceedings for the redemption of the Authority Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

Selection of Authority Bonds for Redemption. Authority Bonds shall be selected for redemption among maturities by the Authority on such basis that the remaining scheduled payments of principal and interest on the Reassessment Bonds will be sufficient on a timely basis to pay the remaining scheduled debt service on the Authority Bonds, as shall be demonstrated in a report of an Independent Financial Consultant filed with the Trustee.

Whenever less than all of the Authority Bonds of the same maturity are to be redeemed, the Trustee will select the Authority Bonds to be redeemed from all Authority Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion deems appropriate and fair. For purposes of such selection, all Authority Bonds shall be deemed to be comprised of separate $5,000 authorized denominations, and such separate authorized denominations shall be treated as separate Authority Bonds which may be separately redeemed.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Authority Bonds so called for redemption shall have been duly provided, such Authority Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Purchase of Authority Bonds. In lieu of redemption of Authority Bonds as provided in the Indenture, amounts held by the Trustee for such redemption shall, at the written request of the Authority received by the Trustee prior to the selection of Authority Bonds for redemption, be applied by the Trustee to the purchase of Authority Bonds at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the Authority may in its discretion direct, but not to exceed the redemption price which would be payable if such Authority Bonds were redeemed. The aggregate principal amount of Authority Bonds of the same maturity purchased in lieu of redemption shall not exceed the aggregate principal amount of Authority Bonds of such maturity which would otherwise be subject to such redemption. Any Authority Bonds so purchased in lieu of redemption shall be treated as if such Authority Bonds were redeemed, for all purposes of the Indenture.

SECURITY FOR THE AUTHORITY BONDS

Revenues

The Authority Bonds are secured by a first lien on and pledge of the Revenues. In addition, the Authority has assigned to the Trustee, pursuant to the Indenture, for the benefit of Bondowners, all of the Revenues and all of the Authority's right, title and interest in the Reassessment Bonds, subject to the terms of the Indenture. Payment of the principal of, premium, if any, and interest on the Authority Bonds is expected to be made from the Revenues. "Revenues" consist of:

(a) all payments on the Reassessment Bonds received by the Trustee;

(b) any proceeds of the Authority Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established under the Indenture with respect to the Authority Bonds (other than the Rebate Fund, the Surplus Fund and the Purchase Fund); and

(c) investment income with respect to any moneys held by the Trustee in the funds and accounts established under the Indenture with respect to the Authority Bonds

(other than investment income on moneys held in the Rebate Fund and the Reserve Fund).

All Reassessment Bond debt service payments received by the Trustee will be promptly deposited by the Trustee into a Revenue Fund held by the Trustee pursuant to the Indenture. Any Revenues which represent the payment of delinquent principal of or interest on the Reassessment Bonds will immediately be deposited to the Reserve Fund to the extent necessary to replenish the amount in such account to the amount required under the Indenture, with any amount in excess of that needed to replenish the Reserve Fund to the amount of the Initial Reserve Fund Deposit to be transferred to the Surplus Fund.

On each Interest Payment Date and date for redemption of the Authority Bonds, the Trustee will apply moneys in the Revenue Fund to pay interest on the Authority Bonds, pay principal on the Authority Bonds, and to make deposits to the Reserve Fund to increase the balance in the Reserve Fund to the amount of the then Reserve Requirement (if necessary), in that order of priority. Any moneys remaining in the Revenue Fund on September 3 of each year will be deposited into the Surplus Fund and will no longer be considered Revenues or be pledged to repay the Authority Bonds. See APPENDIX A—Summary of Principal Legal Documents herein.

THE AUTHORITY BONDS ARE NOT A DEBT OF THE TOWN OR THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS (EXCEPT THE AUTHORITY), AND NONE OF THE TOWN, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS (EXCEPT THE AUTHORITY) IS LIABLE THEREFOR, NOR IN ANY EVENT WILL THE AUTHORITY BONDS BE PAYABLE OUT OF ANY FUNDS OTHER THAN THOSE OF THE AUTHORITY SPECIFICALLY PLEDGED THEREFOR UNDER THE INDENTURE. THE AUTHORITY BONDS DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

Reserve Fund

Pursuant to the Indenture, the Trustee will establish and maintain the Reserve Fund under the Indenture. An amount equal to the Initial Reserve Fund Deposit of $_____ will be funded with proceeds of the Authority Bonds and will be deposited to the Reserve Fund on the date of issuance of the Authority Bonds. See "THE FINANCING PLAN—Estimated Sources and Uses of Funds." Investment earnings on amounts in the Reserve Fund, other than the first $_____ of such earnings which will be transferred to the Surplus Fund, will remain on deposit in the Reserve Fund until the amount in the Reserve Fund equals the Maximum Reserve Amount. The "Reserve Requirement" is defined in the Indenture as an amount equal the Initial Reserve Fund Deposit plus any investment earnings on amounts in the Reserve Fund, other than the first $_____ of such earnings which will be transferred to the Surplus Fund, not to exceed, in any event, the Maximum Reserve Amount. The Maximum Reserve Amount means, as of any date of calculation, an amount equal to the least of (i) 10% of the initial principal amount of the Authority Bonds, (ii) Maximum Annual Debt Service on the Outstanding Authority Bonds, or (iii) 125% of average Annual Debt Service on the Outstanding Authority Bonds.

If the amounts in the Interest Account or the Principal Account of the Revenue Fund are insufficient to pay the principal of or interest on the Authority Bonds when due, the Trustee will withdraw from the Reserve Fund for deposit in the Interest Account and the Principal Account, as applicable, moneys necessary for such purposes.

Under the Indenture, any interest earned on the investment of moneys on deposit in the Reserve Fund, other than the first $_____ of such earnings which will be transferred to the Surplus Fund, (i) shall be retained in the Reserve Fund until the amount on deposit therein equals the Maximum Reserve Amount, and (ii) which would cause the amount therein to exceed the Maximum Reserve Amount shall be transferred to the Surplus Fund on each September 3. On the date on which there are no longer any Authority Bonds Outstanding under the Indenture, all amounts in the Reserve Fund will be transferred to the Surplus Fund.

Non-Asset Bonds

While scheduled debt service (principal and interest payments) on the Reassessment Bonds generally exceeds scheduled debt service on the Authority Bonds, the initial principal amount of the Reassessment Bonds is less than the initial principal amount of the Authority Bonds. See "DEBT SERVICE SCHEDULES." The initial aggregate principal amount of the Authority Bonds will be $_____. The principal amount of the Reassessment Bonds, at the time of issuance, will be $_____. The difference between the principal amount of the Authority Bonds and the principal amount of the Reassessment Bonds, less any amount then on deposit in the Reserve Fund, is a potential shortfall (the "Non-asset Shortfall") in moneys available to pay the Authority Bonds should all of the Reassessment Bonds be redeemed from property owners' prepayments of Reassessments. See "THE AUTHORITY BONDS—Redemption – Mandatory Redemption from Prepayments of Reassessments." After taking into account amounts in the Reserve Fund and other moneys, the initial Non-asset Shortfall position will be approximately $_____. If all Reassessments were prepaid on September 2, 2017, this would be the Non-asset Shortfall. The Non-asset Shortfall is projected to decrease to zero by September 2, ____, assuming no draws on the Reserve Fund prior to such date and the Reassessment Bonds are timely paid in accordance with their terms, and no prepayments of Reassessments occur. The likelihood of property owner Reassessment prepayments cannot be predicted with certainty.

Investment of Bond Proceeds

Money held by the Trustee in any fund or account established under the Indenture will be invested by the Trustee in Permitted Investments (see the definition of Permitted Investments in APPENDIX A—Summary of Principal Legal Documents). For further details regarding the investment of Authority Bond proceeds and other moneys in the funds and accounts established under the Indenture, see APPENDIX A—Summary of Principal Legal Documents. All interest or gain derived from the investment of amounts in any of the funds or accounts established under the Indenture will be deposited in the fund or account from which such investment was made; provided, however, that interest or gain derived from the investment of amounts in the Reserve Fund that is in excess of the first $_____ of such earnings (which $_____ will be transferred to the Surplus Fund) shall, to the extent the balance thereof exceeds, on September 3 of each year, the Maximum Reserve Amount, the excess amount will be withdrawn by the Trustee on such September 3 and deposited to the Surplus Fund.

SECURITY FOR THE REASSESSMENT BONDS

Reassessments

The Reassessment Bonds are being issued pursuant to the Refunding Act and the Fiscal Agent Agreement upon and secured by a first pledge of all of the Reassessments and all moneys deposited in the Redemption Fund. The Reassessments and all moneys deposited into the Redemption Fund (except as otherwise provided in the Fiscal Agent Agreement) are dedicated

to the payment of the principal of, and interest and any premium on, the Reassessment Bonds as provided in the Fiscal Agent Agreement and in the Refunding Act until all of the Reassessment Bonds has been paid in full.

Although the unpaid Reassessments constitute fixed liens on the Assessment Parcels, they do not constitute personal indebtedness of the owners of the Assessment Parcels. Furthermore, there can be no assurance as to the ability of the owners to pay the unpaid Reassessments. See "SPECIAL RISK FACTORS."

The unpaid Reassessments levied on the Assessment Parcels will be collected in annual installments, together with interest on the declining balances, on the tax roll of the County on which ad valorem property taxes on real property are collected. The annual Reassessment installments, together with interest thereon are payable and become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do ad valorem property taxes, and the Assessment Parcels are subject to the same provisions for sale and redemption as are properties for nonpayment of ad valorem property taxes, subject to the foreclosure covenant in the Fiscal Agent Agreement described below. These annual Reassessment installments will be deposited into the Redemption Fund established under the Fiscal Agent Agreement, and will be used to pay the principal of and interest on the Reassessment Bonds as they become due.

The Reassessment Bonds are not secured by the general taxing power of the Town, the County, the State of California or any political subdivision thereof, and neither the faith and credit nor the taxing power of the Town, the County, the State of California or any political subdivision thereof is pledged to the payment of the Reassessment Bonds. The Reassessment Bonds are limited obligation bonds, and the Town is not contingently liable to pay any of the Reassessment Bonds from its own funds.

Legal Authority

The Reassessment Bonds are issued pursuant to particular provisions of the Refunding Act which permit their authorization, issuance and sale without public hearing if three conditions are satisfied. The three conditions are summarized as follows:

(a) Each estimated annual installment of principal and interest on the Reassessments is less than the corresponding annual installment of principal and interest on the portion of the assessment being superseded and supplanted by the same percentage for all Assessment Parcels.

(b) The number of years to maturity of the Reassessment Bonds is not more than the number of years to the last maturity of the Prior Bonds.

(c) The principal amount of the Reassessment on each Assessment Parcel is Jess than the unpaid principal amount of the portion of the original assessment being superseded and supplanted by the same percentage for each Assessment Parcel.

The Town Council, as part of the refunding proceedings, has made a finding that the three conditions are satisfied as to the Reassessment Bonds.

Covenant to Commence Foreclosure Proceedings

The Municipal Improvement Act of 1913, Division 12 of the Streets and Highways Code (the "Assessment Law") provides that in the event any Reassessment or installment thereof or

any interest thereon is not paid when due, the Town may order the institution of a court action to foreclose the lien of the unpaid Reassessment. In such an action, the real property subject to the unpaid Reassessment may be sold at judicial foreclosure sale. This foreclosure sale procedure is not mandatory. However, in the Fiscal Agent Agreement the Town has covenanted that it will order, and cause to be commenced, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Reassessment or installment thereof not paid when due as described below.

On or about February 15 and June 15 of each Fiscal Year, the Finance Director of the Town is obligated to compare the amount of Reassessments due and payable to the amount of Reassessment Payments theretofore received by the Town, and:

(a) If the Finance Director determines that any single parcel subject to a Reassessment is delinquent in the payment of three or more installments of the Reassessments, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the Town within 90 days of such determination; and

(b) If the Finance Director determines that the total amount of delinquent Reassessments for the prior Fiscal Year for the entire Reassessment District (including the total of delinquencies under subsection (a) above), exceeds 4% of the total Reassessment levied for the prior Fiscal Year, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Reassessments and demand immediate payment of the delinquency within 45 days of such determination, and the Town shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in the Reassessment District with a Reassessments delinquency.

Notwithstanding the foregoing, the Town may elect to defer foreclosure proceedings with respect to any delinquent parcel if the Town has received funds equal to the delinquent Reassessments from any source, and those funds are available to contribute toward the payment of the principal of (including sinking fund payments) and interest on the Reassessment Bonds when due (including without limitation funds received under the Teeter Plan and funds from the sale of the receivables associated with delinquent Reassessments).

In the event court foreclosure proceedings are necessary, there may be a delay in payments due with respect to the Reassessment Bonds, and a corresponding delay in the payment of Revenues and the debt service on the Authority Bonds, pending prosecution of the foreclosure proceedings and receipt by the Town of the proceeds of the foreclosure sale. Foreclosure actions can take several years and it is also possible that no bid for the purchase of the applicable property would be received at the foreclosure sale. See also the section herein entitled "SPECIAL RISK FACTORS."

Sales of Tax-Defaulted Property Generally

Property securing delinquent Reassessment installments which is not sold pursuant to the judicial foreclosure proceedings described above may be sold, subject to redemption by the property owner, in the same manner and to the same extent as real property sold for nonpayment of ad valorem County property taxes. On or before June 30 of the year in which such delinquency occurs, the property becomes tax-defaulted. This initiates a five-year period

during which the property owner may redeem the property. At the end of the five-year period, the property becomes subject to sale by the County Treasurer and Tax Collector. Except in certain circumstances, as provided in the Assessment Law, the purchaser at any such sale takes such property subject to all unpaid Reassessments, interest and penalties, costs, fees and other charges which are not satisfied by application of the sales proceeds and subject to all public improvement assessments which may have priority.

Tax Loss Reserve Fund - "Teeter Plan"

Some California counties and the other political subdivisions within their boundaries operate under the provisions of Sections 4701 through 4717, inclusive, of the California Revenue and Taxation Code, commonly referred to as the "Teeter Plan," with respect to property tax collection and disbursement procedures. These sections provide an alternative method of apportioning secured taxes whereby agencies levying taxes or assessments through county tax billings may receive from the county 100% of their taxes or assessments at the time they are levied. The county treasury's cash position (from taxes) is insured by a special tax loss reserve fund accumulated from delinquent penalties.

The Reassessments are expected to be collected under the County's Teeter Plan. Thus, so long as the County maintains its policy of collecting taxes and assessments pursuant to above-described procedures and the Town meets the Teeter Plan requirements, the Town will receive 100% of the annual Reassessments levied on parcels in the Reassessment District without regard to actual collections.

There is no assurance, however, that the County Board of Supervisors will maintain its policy of apportioning the Reassessments pursuant to the aforementioned procedures. The Board of Supervisors of the County may discontinue the procedures under the Teeter Plan altogether, or with respect to any tax or assessment levying agency in the County if the rate of secured tax and assessment delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the County secured rolls for that agency.

Prior Assessment Delinquencies

The following table sets forth the amount of the assessments levied on properties in the Prior Districts for the last six fiscal years, and the delinquencies in payment of the assessments so levied.

Table 1
Town of Tiburon
2016 Consolidated Reassessment District
Delinquency Summary
as of June 23, 2016

Fiscal Year	Total Parcels Levied	Parcels Remaining Delinquent	Total Amount Levied	Total Amount Delinquent	Percentage of Amount Levied Which is Delinquent
2010/11[(1)]	247	0	$483,924.74	$0.00	0.00%
2011/12[(2)]	266	0	498,655.74	0.00	0.00
2012/13	460	1	786,933.44	801.61	0.10
2013/14	460	2	854,133.12	4,009.24	0.47
2014/15[(3)]	311	2	528,730.08	3,835.48	0.73
2015/16[(3)]	311	7	524,121.88	9,443.63	1.80
Totals			$3,676,499.00	$18,089.96	0.49%

(1) 214 parcels within Lyford Cove/Lyford Cove Supplemental were not levied because they received assessment levy credits from surplus improvement funds. See "THE REASSESSMENT DISTRICT—Surplus Funds Credits."
(2) 195 parcels within Lyford Cove/Lyford Cove Supplemental were not levied because they received assessment levy credits from surplus improvement funds. See "THE REASSESSMENT DISTRICT—Surplus Funds Credits."
(3) 149 parcels within Del Mar Valley/Del Mar Valley Supplemental were not levied because they received assessment levy credits from surplus improvement funds. Surplus funds are expected to be exhausted in FY 2017/18. See "THE REASSESSMENT DISTRICT—Surplus Funds Credits."
Source: Marin County as compiled by NBS Government Finance Group.

No assurance can be given regarding possible future delinquencies in payment of Reassessments levied on properties in the Reassessment District.

Priority of Lien

Each Reassessment and each installment thereof, and any interest and penalties thereon, constitutes a lien against the parcel of land on which it was imposed until the same is paid. The lien is subordinate to all fixed special assessment liens imposed upon the same property prior to the date that the assessments supplanted by the reassessments became a lien on the property assessed, but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. The lien is co-equal to and independent of the lien for ad valorem property taxes and any community facilities (Mello-Roos) district special taxes, including ad valorem property taxes and community facilities district special taxes levied or imposed subsequent to the date the assessments supplanted by the reassessment liens securing the Reassessment Bonds were imposed on land in the District.

THE REASSESSMENT DISTRICT

The Reassessment District includes 460 distinct County Assessor's parcels consolidated from the six Prior Districts. See "INTRODUCTION—The Reassessment District." The Prior Districts, and hence the Reassessment District, are all located within the Town. See APPENDIX F—Reassessment Diagram for the locations of the Prior Districts, and thereby of the parcels included in the Reassessment District.

All of the Prior Districts, except for the former Main Street Assessment District, were formed to finance costs of the undergrounding of overhead power and utility lines. The former Main Street Assessment District was formed to finance the improvement of Main Street in the Town to comply with Americans With Disabilities Act requirements. All of the undergrounding and street work financed by the Prior Districts has been completed. The

properties in the Reassessment District, other than those in the former Main Street Assessment District, consist primarily of parcels improved with single family residences. The parcels in the former Main Street Assessment District include parcels improved with various commercial structures.

Method of Spreading Reassessment

Each Reassessment has been computed as a proration of the existing individual assessments to the total existing assessments. Delinquent assessment installments securing the payment of the Prior Bonds were not included in the Reassessments, and represent liens on the applicable parcels that are on a parity with the Reassessment liens.

Annual Administrative Assessment

The Town Council intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the Reassessment District to pay various costs and expenses incurred from time to time by the Town and not otherwise reimbursed to the Town which result from the administration and collection of Reassessment installments or from the administration or registration of the Reassessment Bonds and the various funds and accounts pertaining thereto. This annual administrative assessment levy is anticipated to be approximately $_____ per parcel, and the proceeds of such levy are not pledged to the payment of the Reassessment Bonds. In addition, the County Auditor is expected to add an additional assessment of $16.00 per parcel per year for collection of Reassessments. These levys will be collected as part of the annual Reassessment levy to pay debt service on the Reassessment Bonds.

Surplus Funds Credits

Upon completion of the improvements to be financed by the prior Lyford Cove Utility Undergrounding Assessment District and the prior Lyford Cove Utility Undergrounding Supplemental Assessment District (together, the "Prior Lyford Districts"), and completion of the improvements to be financed by the prior Del Mar Valley Utility Undergrounding Assessment District and the prior Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District (together, the "Prior Del Mar Districts"), it was determined that there were surplus funds in the improvement funds established for the Prior Lyford Districts and the Prior Del Mar Districts. The Town, after discussions with property owners in the Prior Lyford Districts and the Prior Del Mar Districts, determined to use the surplus funds as credits to the assessments levied to pay the Prior Bonds issued for the Prior Lyford Districts and the Prior Del Mar Districts, respectively, as is permitted by Section 10427.1 of the California Streets and Highways Code.

The surplus funds attributable to the Prior Lyford Districts have been fully expended as credits against the assessments levied in such Prior Districts. However, there are still $_____ in funds available to credit Reassessments to be levied on properties in the Reassessment District that were located in the Prior Del Mar Districts (the "Del Mar Parcels"). The Fiscal Agent Agreement provides for the Finance Director to establish a Credit Account, and to use the funds described in the preceding sentence as credits against Reassessments to be levied in the next Fiscal Year or two on the Del Mar Parcels.

Land Uses and Top Property Owners

The following table sets forth the distribution of land uses in the Reassessment District, the total direct and overlapping tax and assessment debt with respect to those land uses, and their respective 2015-16 County assessed value.

Table 2
Town of Tiburon
2016 Consolidated Reassessment District
Ownership/Land Use Distribution

Land Use Category	Number of Parcels	Total Direct and Overlapping Tax and Assessment Debt	% of Total	2015/16 Assessed Value	% Total Assessed Value
Single Family Residential	376	$15,011,881.46	80.76%	$456,857,151.00	80.50%
Multi-Family Residential	65	2,890,206.68	15.55	80,657,841.00	14.21
Commercial	13	511,591.26	2.75	27,469,578.00	4.84
Vacant Single Family Residential	3	93,707.99	0.50	1,876,256.00	0.33
Vacant Multi-Family Residential	3	80,482.15	0.43	636,383.00	0.11
Totals	460	$18,587,869.54	100.00%	$567,497,209.00	100.00%

Source: NBS Government Finance Group.

It should be noted that the Reassessments supplanted the assessments that were authorized to be levied in the Prior Districts. The period in which those assessments were authorized to be levied varied among the Prior Districts; and, hence, the term of the Reassessments also vary by reference to the Prior Districts in which the respective Assessment Parcels are located. The final year of the Reassessment Levy for Assessment Parcels in the Prior Districts are as follows: (i) the former Main Street Assessment District, September 2, 2020, (ii) the former Stewart Drive Undergrounding Assessment District, September 2, 2028, (iii) the former Lyford Cove Utility Undergrounding Assessment District, September 2, 2035, (iv) the former Del Mar Valley Utility Undergrounding Assessment District, September 2, 2035, (v) the former Lyford Cove Utility Undergrounding Supplemental Assessment District, September 2, 2039, and (vi) the former Del Mar Valley 2010 Supplemental Utility Undergrounding Assessment District, September 2, 2040.

The following table sets forth the owners of parcels in the Reassessment District with the largest Reassessment liens and direct and overlapping tax and assessment debt on their properties in the Reassessment District, and the County assessed values of their parcels.

Table 3
Town of Tiburon
2016 Consolidated Reassessment District
2015-16 Top Property Owners[1]

Property Owner	Land Use	Number of Parcels	Total Direct and Overlapping Tax and Assessment Debt	% of Total	2015/16 Assessed Value	Value-to-Lien
ZELINSKY PROPERTIES LLC	Commercial	4	$148,260.54	0.80%	$8,084,617	54.53 :1
ACV ARGO TIBURON LP	Commercial	3	136,007.29	0.73	7,213,253	53.04 :1
LIZZ,A TIBERIO P	Multi-Family Residential	3	117,453.61	0.63	1,543,093	13.14 :1
27 MAIN STREET LLC	Commercial	1	116,622.01	0.63	7,781,800	66.73 :1
LEVINSON FRANK H TR	Multi-Family Residential	1	94,294.33	0.51	4,818,549	51.10 :1
LYNCH EDWARD L	Single Family & Multi-Family Residential	2	88,591.06	0.48	2,591,400	29.25 :1
HAGEL JOHN TRUST	Multi-Family Residential	1	87,672.11	0.47	4,333,916	49.43 :1
WELSH GARY T REVOC TRUST	Single Family Residential	1	80,444.65	0.43	3,261,896	40.55 :1
MUSSEY JOHN MTR	Single Family & Vacant Single Family Residential	2	78,944.17	0.42	1,869,396	23.68 :1
LATOUR PIERRE-OLIVIER	Single Family Residential	1	78,141.09	0.42	4,327,775	55.38 :1
All Others	Various	441	17,561,438.68	94.48	521,671,514	29.71 :1
Totals		460	$18,587,869.54	100.00%	$567,497,209	30.53 :1

(1) Top property owners are ranked based on total direct and overlapping tax and assessment debt.
Source: NBS Government Finance Group.

Estimated Reassessment Levies

The following table sets for the highest and lowest Reassessment lien on the respective parcels by reference to the Prior District in which the parcels were located, and the annual highest and lowest expected annual Reassessments on the parcels.

Table 4
Town of Tiburon
2016 Consolidated Reassessment District
Prior Districts Range of Reassessments and Estimated Reassessment Levies

Prior District	Number of Parcels[1]	Highest Reassessment Lien	Lowest Reassessment Lien	Highest Estimated Reassessment Levy for FY 2016/17[2]	Lowest Estimated Reassessment Levy for FY 2016/17[2]
Main Street	15	$26,445.62	$1,059.01	$7,913.28	$316.89
Stewart Drive	83	11,315.09	7,912.08	1,310.51	916.37
Lyford Cove	203	27,658.88	3,918.36	2,302.87	326.24
Def Mar Valley[3]	145	19,875.67	5,385.34	1,607.61	435.58
Lyford Cove Supplemental	205	18,513.28	2,622.72	814.84	115.44
Def Mar Valley Supplemental[3]	135	13,922.30	4,640.74	732.96	244.32

(1) 195 parcels are in both Lyford Cove and Lyford Cove Supplemental; 131 parcels are in both Del Mar Valley and Del Mar Valley Supplemental.
(2) Includes principal and interest, plus seven percent (7%) of principal and interest for administration.
(3) Estimated reassessment levy for FY 2016/17 does not reflect levy credits from surplus improvement funds.
Source: NBS Government Finance Group.

VALUATION OF PROPERTY WITHIN THE REASSESSMENT DISTRICT

Assessed Valuation

The Reassessment District includes 460 separate County Assessor's parcels subject to Reassessment liens the aggregate assessed value of which, as reflected on the 2015/16 County property tax roll, is $567,497,209.

The County Assessor assesses all real property within the County at 100% of "full cash value." Article XIIIA of the California Constitution defines such "full cash value" as the value as of March 1, 1975, plus adjustments not to exceed 2% per year to reflect inflation, and requires reassessment of "full cash value" upon change of ownership or new construction. Accordingly, the gross assessed valuation presented may not necessarily be representative of the actual market value of the property in the Reassessment District. Assessed values determined by the County Assessor are often more or less than actual market values, and often may not reflect the amount that would be bid for a property at a foreclosure sale. Also, assessed values of parcels in the Reassessment District vary widely among the parcels.

The Town has no control over the amount of additional indebtedness that may be issued in the future by other public entities, the payment of which, through the levy of a tax or special tax could be on a parity with the assessments levied against the Assessment Parcels. While certain mortgage liens may encumber the Assessment Parcels, the value has not been reduced by the amount of these liens for purposes of the valuation, and calculation of the value to lien ratios specified below. All private liens are subordinate to the lien of the unpaid Reassessments.

Value to Lien Ratios

The value to assessment lien ratios shown below are derived by dividing the total assessed value by the total direct and overlapping indebtedness, including the Reassessments. For example, a 3:1 lien ratio means that the assessed value is three times greater than the total direct and overlapping indebtedness, including the Reassessments. The following table summarizes the value to lien ratios for the 406 Assessment Parcels.

Table 5
Town of Tiburon
2016 Consolidated Reassessment District
Value-to-Lien Categories

Value to Lien Category	Number of Parcels	Total Direct and Overlapping Tax and Assessment Debt	% of Total	2015/16 Assessed Value	% Total Assessed Value	Average Value-to-Lien
Greater than 20:1	325	$14,473,814.40	77.87%	$524,850,167.00	92.49%	36.26:1
15:1 to 19.9:1	24	732,235.32	3.94	12,707,019.00	2.24	17.35:1
10:1 to 14.9:1	39	1,122,322.22	6.04	14,294,989.00	2.52	12.74:1
5:1 to 9.9:1	60	1,855,918.25	9.98	13,786,507.00	2.43	7.43:1
3:1 to 4.9:1	12	403,579.36	2.17	1,858,527.00	0.33	4.61:1
Less than 3:1	-	-	0.00	-	0.00	n/a
Totals	460	$18,587,869.54	100.00%	$567,497,209.00	100.00%	30.53:1

Source: NBS Government Finance Group.

The following tables set forth the distribution of the estimated value-to-lien ratios of the parcels within the Reassessment District by reference to the respective Prior District in which the parcels were located.

Table 6
Town of Tiburon
2016 Consolidated Reassessment District
Prior Districts Assessed Value-to-Lien Ratios

Prior District	Number of Parcels[1]	Reassessment Lien	% of Total Reassessment Lien	2015-16 Total Assessed Value[1]	Overall Value-to-Lien[2]	Year of Maturity
Main Street	15	$89,662.02	0.91%	$ 29,643,613.00	330.62:1	2020
Stewart Drive	83	714,878.01	7.23	90,789,685.00	127.00:1	2028
Lyford Cove	203	2,951,374.63	29.84	268,907,936.00	91.11:1	2035
Del Mar Valley	145	2,337,864.49	23.64	166,380,332.00	71.17:1	2040
Lyford Cove Supplemental	205	1,950,837.44	19.73	268,077,516.00	137.42:1	2039
Del Mar Valley Supplemental	135	1,844,704.70	18.65	160,684,774.00	87.11:1	2040
Totals	460	$9,889,321.29	100.00%	$567,497,209.00	57.38:1	

(1) 195 parcels, accounting for $260,492,900 in total assessed value, are in both Lyford Cove and Lyford Cove Supplemental; 131 parcels, accounting for $156,493,747 in total assessed value, are in both Del Mar Valley and Del Mar Valley Supplemental. Therefore, the totals for Number of Parcels and 2015-16 Total Assessed Value do not add up to the sum of such values shown for each of the Prior Districts.
(2) Does not include total direct and overlapping tax and assessment debt.
Source: NBS Government Finance Group.

ESTIMATED DIRECT AND OVERLAPPING INDEBTEDNESS

The following table illustrates the estimated direct and overlapping bonded debt of the property within the Reassessment District as of _____, 2016. The table include only such information as has been reported to California Municipal Statistics, Inc. by the issuers of the debt described therein and by others. The table is included for general informational purposes only. Neither the Authority nor the Town makes any representation as to its completeness or accuracy.

The first column in the table names the public agencies which have outstanding debt as of the date of _____, 2016 and whose territories overlap. The second column shows assessed valuation as a percentage of the total assessed value of each overlapping agency identified in column 1. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in column 3, which is the apportionment of each overlapping agency's outstanding debt on property.

Table 7
Town of Tiburon
2016 Consolidated Reassessment District
Direct and Overlapping Indebtedness

2015-16 Local Secured Assessed Valuation: $567,497,209 (Land and Improvements)

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 6/1/16
Marin Community College District	0.852%	$1,864,309
Tamalpais Union High School District	1.441	1,793,229
Reed Union School District	7.368	2,330,109
Marin Healthcare District	1.027	1,745,138
Belvedere-Tiburon Library Community Facilities District No. 95-1	9.993	93,435
Marin Emergency Radio Authority Parcel Tax Revenue Bonds	0.442	145,844
Marin County Open Space Community Facilities District Nos. 1993-1 and 1997-1	14.472	726,484
Town of Tiburon 2016 Consolidated Reassessment District(1)	100.00	9,889,321
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$18,587,870
OVERLAPPING GENERAL FUND DEBT:		
Marin County General Fund Obligations	0.850%	$782,857
Marin County Pension Obligation Bonds	0.850	847,361
Marin County Transit District Authority General Fund Obligations	0.850	1,118
Marin Municipal Water District General Fund Obligations	1.087	1,164
Marin Community College District General Fund Obligations	0.852	21,423
Town of Tiburon General Fund Obligations	11.150	22,989
Tiburon Fire Protection District General Fund Obligations	13.004	15,794
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		$1,692,706
COMBINED TOTAL DEBT		$20,280,576(2)

(1) Debt expected to be issued on August 25, 2016.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2015-16 Assessed Valuation:
Direct Debt ($9,889,321) 1.74%
Total Direct and Overlapping Tax and Assessment Debt 3.28%
Gross Combined Total Debt 3.57%

Source: NBS Government Finance Group, as reported by California Municipal Statistics, Inc.

SPECIAL RISK FACTORS

The following information should be considered by prospective investors in evaluating the credit quality of the Authority Bonds, which are not rated or insured. However, it does not purport to be an exhaustive listing of the risks and other considerations that may be relevant to an investment in the Authority Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Limited Obligations

Payment of the principal of, redemption premium, if any, and interest on the Authority Bonds is secured primarily by amounts received as payment of the scheduled debt service on the Reassessment Bonds. The Town's legal obligations with respect to any delinquent Reassessment installments that secure the Reassessment Bonds are limited to instituting judicial foreclosure proceedings in certain circumstances. The Reassessment Bonds can not be accelerated in the event of any default in payment of the Reassessment Bonds. The

Reassessment Bonds are limited obligation improvement bonds of the Town under the Refunding Law.

Failure to Pay Reassessment Installments

Under the provisions of the Act, Reassessment installments, from which Revenues are derived to make the debt service payments on the Authority Bonds, will be billed to the owners of the property on their regular property tax bills. Such Reassessment installments are due and payable at the same time and bear the same penalties and interest for non-payment as regular property tax installments. Reassessment installment payments cannot be made separately from property tax payments. In order to pay debt service on the Reassessment Bonds, it is necessary that unpaid installments of Reassessments are paid in a timely manner. Should the installments not be paid on time and thus insufficient Revenues generated, the Indenture has established a Reserve Fund for the Authority Bonds. The Reserve Fund will initially be funded from the proceeds of the Authority Bonds to help cover any shortfall in the payment of Revenues related to the Reassessment Bonds. See "SECURITY FOR THE AUTHORITY BONDS—Reserve Fund."

In all respects, the Reassessment Bonds will be governed by the provisions of the Refunding Law and the Town is not obligated to advance funds from the Town's general funds to cover any deficiency which may occur in the Redemption Fund for the Reassessment Bonds. The Town has no direct or contingent liability to transfer the amount of any delinquency out of any other available monies of the Town. The Reassessments are secured by liens on the private properties within the Reassessment District. In the event of a delinquent payment of a Reassessment installment, the Town has covenanted under certain circumstances to institute foreclosure proceedings to sell the parcel in order to obtain funds to pay the debt service on the Reassessment Bonds. No assurance can be given that, should a parcel with delinquent Reassessment payments be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received that such bid will be sufficient to pay all delinquent Reassessments. See "SECURITY FOR THE REASSESSMENT BONDS—Covenant to Commence Foreclosure Proceedings."

Unpaid Reassessments do not constitute a personal indebtedness of the current or subsequent owners of the parcels included in the Reassessment District. There is no assurance that any current or subsequent owner of a parcel of land included in the Reassessment District will be able to pay the Reassessment installments or that it will pay such installments even though financially able to do so.

Failure by current or subsequent owners of the parcels to pay installments of Reassessments when due, delay in foreclosure proceedings, or the inability of the Town to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Reassessments levied against such parcels may result in the inability of the Town to make full or punctual payments of debt service on the Reassessment Bonds and owners of the Authority Bonds would therefore be adversely affected.

Direct and Overlapping Indebtedness

The ability of an owner of land within the Reassessment District to pay the Reassessment installments could be affected by the existence of other taxes and assessments imposed upon taxable parcels. In addition, public agencies whose boundaries overlap those of the Reassessment District, without the consent of the Town, could and in certain cases without the consent of the owners of the land within the Reassessment District, impose additional taxes or assessment liens on the property within the Reassessment District in order to finance public improvements or services to be located or provided inside of or outside of such area. The lien

created on the property within the Reassessment District through the levy of such additional taxes or assessments may be on parity with the lien of the Reassessments. See "ESTIMATED DIRECT AND OVERLAPPING INDEBTEDNESS" and "SECURITY FOR THE REASSESSMENT BONDS—Priority of Lien."

The imposition of additional liens may reduce the ability or willingness of the landowners to pay the reassessment installments, and additional liens on a parity with the reassessments increases the possibility that foreclosure proceeds will not be adequate to pay delinquent reassessment installments or the principal of and interest on the Reassessment Bonds when due.

Land Values

The value of the land within the Reassessment District is a critical factor in determining the investment quality of the Authority Bonds. If a property owner is delinquent in the payment of a Reassessment installment, the Town's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Reassessment. Reductions in land values due to a downturn in the economy, physical events such as earthquakes or floods, or stricter land use regulations or other events could adversely impact the security underlying the Reassessment. Furthermore, existing assessed values may not accurately estimate existing fair market values, or values realizable on foreclosure. Prospective purchasers of the Authority Bonds should not assume that the land within the Reassessment District could be sold for the valuation amount described herein at a foreclosure sale. See "VALUATION OF PROPERTY WITHIN THE DISTRICT" and "SECURITY FOR THE REASSESSMENT BONDS" herein.

Priority of Reassessment Lien

The Reassessments and each installment thereof, and any interest and penalties thereon, constitute a lien against the parcels in the Reassessment District on which they are imposed until paid in full. the priority of the lien is established by law as the date of the initial assessment that is being supplanted by the Reassessment lien. The Reassessment lien is subordinate to all fixed special assessment liens previously imposed upon the same property, but has priority over all private liens and over all fixed special assessment liens, which may thereafter be created against such property. The reassessment lien is equal to and independent of the lien for general and special taxes including those imposed under the Mello-Roos Community Facilities Act of 1982, as amended. See also the section "SECURITY FOR THE REASSESSMENT BONDS—Priority of Lien" for a description of certain senior liens on the parcels in the Reassessment District.

Accordingly, special tax liens on the property within the Reassessment District could greatly increase, without any corresponding increase in the value of the property within the Reassessment District and thereby severely reduce the value to lien ratio that exists at the time the Authority Bonds are issued between the value of the property and the debt secured by the taxes and assessments thereon. The imposition of such additional indebtedness could also reduce the willingness and ability of the property owners within the Reassessment District to pay the Reassessments when due. See also the section "SECURITY FOR THE REASSESSMENT BONDS—Priority of Lien."

Bankruptcy and Foreclosure Delays

The payment of Reassessment installments and the ability of the Town to foreclose upon the lien of delinquent unpaid reassessment installments may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating

to judicial foreclosure. In addition, the prosecution of a foreclosure action could be delayed due to crowded local court calendars or legal delaying tactics.

The various legal opinions to be delivered concurrently with the delivery of the Authority Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the lien of the Reassessments to become extinguished, bankruptcy of a property owner or anyone else who claims an interest in the property could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Reassessment installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Reassessment Bonds, and thereby on the Authority Bonds.

The ability of the Town to collect interest and penalties specified by State law and to foreclose the lien of a delinquent unpaid Reassessment installment may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC") or the Resolution Trust Company (the "RTC") has or obtains an interest. While neither the FDIC nor the RTC has any known interest in the land within the Reassessment District at present, this could change in the future if various lending institutions make loans secured by an interest in parcels of land within the Reassessment District.

Geologic, Topographic, Climatic and Other Conditions

The market value of the parcels within the Reassessment District can be adversely affected by a variety of factors, particularly with respect to infrastructure and other public and private improvements of the parcels and the continued habitability and enjoyment of such public and private improvements. Such additional factors include, without limitation, geologic conditions (such as earthquakes), topographic conditions (such as earth movements and floods) and climatic conditions (such as droughts and fire hazard).

Hazardous Substances

While government taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may also be relevant. One of the most serious, in terms of the potential reduction in the value of a parcel, is a claim with regard to a hazardous substance. In general, the owners of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner is obligated to remedy a hazardous substance condition of a parcel whether or not the owner had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels within the Reassessment District be affected by a hazardous substance, would be to reduce the marketability and value of the property by the costs of remedying the condition.

Further, it is possible that such hazardous substance liabilities may arise in the future with respect to any of the parcels within the Reassessment District resulting from the existence of a substance presently classified as hazardous but which has not been released. It is also possible that liability may arise in the future resulting from the existence on a parcel, of a substance not presently classified as hazardous but which may in the future be so classified.

Additionally, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling such substance. All of these possibilities could significantly affect the value of a parcel.

Absence of a Secondary Market for the Authority Bonds

No application has been made for a credit rating for the Authority Bonds, and it is not known whether a credit rating, could be secured either now or in the future for the Authority Bonds. Payment of the Authority Bonds is not insured by any bond insurer. There can be no assurance that there will ever be a secondary market for purchase or sale of the Authority Bonds.

Disclosure to Future Purchasers of Property

As a part of the proceedings for the issuance of the Reassessment Bonds, the Reassessment District has recorded a notice of the reassessment lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Reassessment obligation in the purchase of a parcel of land subject to the Reassessment or the lending of money thereon. Failure to disclose the existence of the Reassessments may affect the willingness and ability of future owners of property within the Reassessment District to pay the Reassessments when due.

No Acceleration Provision

Neither the Reassessment Bonds nor the Authority Bonds contain a provision allowing for the acceleration of the Reassessment Bonds or the Authority Bonds in the event of payment default or other default under the terms of the Fiscal Agent Agreement or the Indenture.

Redemption of Bonds Prior to Maturity from Principal Prepayments

The Authority Bonds are subject to mandatory redemption prior to maturity from amounts received by the Trustee representing a redemption of the Reassessment Bonds pursuant to the Fiscal Agent Agreement and the Indenture. The redemption of a portion of the Reassessment Bonds will result from the prepayment of the Reassessment lien with respect to any property within the Reassessment District. See the section "SECURITY FOR THE AUTHORITY BONDS—Non-Asset Bonds" for a discussion of a possible shortfall in amounts available to pay the Authority Bonds, should all or substantially all for the Reassessments be prepaid.

No Liability of the Authority to the Owners

Except as expressly provided in the Indenture, the Authority will have no obligation or liability to the Owners of the Authority Bonds with respect to the payment when due of the debt service on the Reassessment Bonds by the Town, or with respect to the observance or performance by the Town of other agreements, conditions, covenants and terms required to be observed or performed by the Town under the Fiscal Agent Agreement, or with respect to the performance by the Trustee of any obligation required to be performed by it under the Indenture.

Loss of Tax Exemption

As discussed in this Official Statement under the following section "TAX MATTERS" interest on the Authority Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Authority Bonds were issued as a result of future acts or omissions of the Authority or the Town in violation of their respective covenants under the Indenture and the Fiscal Agent Agreement, respectively. Should such an event of taxability occur, the Authority Bonds are not subject to a special redemption and will remain outstanding until maturity or until redeemed under one of the other redemption provisions contained in the Indenture.

Limited Town Obligation to Pay Debt Service

THE TOWN'S OBLIGATION TO ADVANCE FUNDS TO PAY DEBT SERVICE ON THE REASSESSMENT BONDS IN THE EVENT REASSESSMENT INSTALLMENT COLLECTIONS ARE INSUFFICIENT, WILL NOT EXCEED THE AMOUNT ON DEPOSIT FROM TIME TO TIME IN THE REDEMPTION FUND CREATED UNDER THE FISCAL AGENT AGREEMENT. AMOUNTS IN A RESERVE FUND UNDER THE INDENTURE MAY BE USED TO PAY DEBT SERVICE ON THE AUTHORITY BONDS IN THE EVENT OF A FAILURE TO PAY DEBT SERVICE IN FULL ON THE REASSESSMENT BONDS DUE TO DELINQUENCIES IN REASSESSMENT INSTALLMENTS OR OTHERWISE, AND IF SO ADVANCED WILL REDUCE THE AMOUNT IN THE RESERVE FUND BY THE AMOUNT OF THE FUNDS ADVANCED.

Limitations on Remedies

Remedies available to the owners of the Authority Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Authority Bonds or to preserve the tax-exempt status of the interest on the Authority Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Authority Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the owners of the Authority Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Authority Bonds, or, if a secondary market exists, that such Authority Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase prices of the Authority Bonds.

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Authority Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities

financed with proceeds of the Prior Bonds, and certain other matters. The Authority has covenanted in the Indenture to comply with all requirements that must be satisfied in order for the interest on the Authority Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Authority Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Authority Bonds.

Subject to the Authority's compliance with the above-referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Bond Counsel, interest on the Authority Bonds (i) is excludable from the gross income of the owners thereof for federal income tax purposes, and (ii) is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but interest on the Authority Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Authority and the Town. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions for an alternative minimum tax ("AMT") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("AMTI"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would include certain tax-exempt interest, including interest on the Authority Bonds.

Ownership of the Authority Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Authority Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for each maturity of the Authority Bonds is the price at which a substantial amount of such maturity of the Authority Bonds is first sold to the public. The Issue Price of a maturity of the Authority Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page of this Official Statement.

If the Issue Price of a maturity of the Authority Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the Authority Bonds (the "OID Authority Bonds") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Authority Bond in the initial public offering at the Issue Price for such maturity and who holds such OID Authority Bond to its stated maturity, subject to the condition that the Authority comply with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Authority Bond constitutes interest which is excludable from the gross income of the owner thereof for federal

income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Authority Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of OID Authority Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Authority Bonds.

Owners of Authority Bonds who dispose of Authority Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Authority Bonds in the initial public offering, but at a price different from the Issue Price or purchase Authority Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Authority Bond is purchased at any time for a price that is less than the Authority Bond's stated redemption price at maturity or, in the case of an OID Authority Bond, its Issue Price plus accreted original issue discount reduced by payments of interest included in the computation of original issue discount and previously paid (the "Revised Issue Price"), the purchaser will be treated as having purchased a Authority Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Authority Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Authority Bond for a price that is less than its Revised Issue Price even if the purchase price exceeds par. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Authority Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Authority Bonds.

An investor may purchase a Authority Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Authority Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Authority Bond. Investors who purchase a Authority Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Authority Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Authority Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Authority Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Authority Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Authority Bonds. If an audit is commenced, under current procedures the Service may treat the Authority as a taxpayer and the holders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Authority Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Authority Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Authority Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Authority Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the Authority Bonds is exempt from California personal income taxes.

Ownership of the Authority Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Authority Bonds. Prospective purchasers of the Authority Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the final opinion that Bond Counsel expects to deliver upon issuance of the Authority Bonds is set forth in Appendix D.

CERTAIN LEGAL MATTERS

The validity of the Authority Bonds and certain other legal matters are subject to the approving opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel. A complete copy of the proposed form of Bond Counsel's opinion is set forth in APPENDIX D, which will be available at the time of delivery of the Authority Bonds. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Bond Counsel's engagement is limited to a review of the legal procedures required for the authorization of the Authority Bonds and the exclusion of interest on the Authority Bonds for purposes of Federal and State income taxation. See "TAX MATTERS." Payment of the fees and expenses of Bond Counsel is contingent on the issuance and delivery of the Authority Bonds.

VERIFICATION OF MATHEMATICAL ACCURACY

The Verification Agent, upon delivery of the Authority Bonds, will deliver a report on the mathematical accuracy of certain computations contained in schedules provided to it on behalf of the Town, relating to the sufficiency of the anticipated amount of proceeds of the Reassessment Bonds available to pay, when due, the redemption price of the Prior Bonds, and the "yield" on the amount of proceeds held and invested prior to redemption of the Prior Bonds considered by Bond Counsel in connection with the opinion rendered by such firm that the Authority Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

ABSENCE OF LITIGATION

There is no action, suit or proceeding pending with respect to which service of process has been made to the Town or the Authority, or otherwise known by the Town or the Authority to be threatened, restraining or enjoining the execution or delivery of the Authority Bonds, the Reassessment Bonds or the Indenture or the Fiscal Agent Agreement or in any way contesting or affecting the validity of the foregoing or any proceeding of the Town or the Authority taken (including the levy of the Reassessments) with respect to any of the foregoing.

NO RATING

The Authority has not made, and does not intend to make, any application to any rating agency for the assignment of a rating to the Authority Bonds.

CONTINUING DISCLOSURE

The Authority has covenanted in a Continuing Disclosure Agreement for the benefit of the owners and Beneficial Owners of the Authority Bonds to provide Annual Reports that include certain annual financial information and operating data, and to provide notices of the occurrence of certain enumerated events. The Authority has retained NBS Government Finance Group to act as the Dissemination Agent under the Continuing Disclosure Agreement. The Authority or the Dissemination Agent, on behalf of the Authority, will file the Annual Reports and notices as required by the Continuing Disclosure Agreement with the Municipal Securities Rulemaking Board. See APPENDIX C—Form of Continuing Disclosure Agreement for the complete text of the Authority's Continuing Disclosure Agreement. The covenants of the Authority in the Continuing Disclosure Agreement have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

A failure by the Authority to comply with the provisions of the Continuing Disclosure Agreement is not an event of default under the Indenture (although the owners and beneficial owners of the Authority Bonds do have certain limited remedies at law and in equity), and is not a default by the Town under the Fiscal Agent Agreement. However, a failure to comply with the provisions of the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Authority Bonds. Therefore, a failure by the Authority to comply with the provisions of the Continuing Disclosure Agreement may adversely affect the marketability of the Authority Bonds on the secondary market.

Before the date of this Official Statement, the Authority requested that _____ conduct an examination (the "Examination") of the filings during the five year period ending _____, 2016 by the Town required under its continuing disclosure undertakings with respect to the Rule in connection with various bond issues, including those related to the Prior Bonds. The Examination found that _____.

UNDERWRITING

The Authority Bonds are being purchased through negotiation by Wulff, Hansen & Co., Incorporated (the "Underwriter"). The Underwriter agreed to purchase the Authority Bonds at a price of $_____ (which is equal to the par amount of the Authority Bonds, plus a net original issue premium of $_____ less an underwriter's discount of $_____). The initial public offering prices set forth on the inside cover page of this Official Statement may be changed by the Underwriter. The Underwriter may offer and sell the Authority Bonds to certain

dealers and others at prices lower than the public offering prices set forth on the inside cover page hereof.

MISCELLANEOUS

References are made herein to certain documents and reports which are brief summaries thereof and which do not purport to be complete or definitive. Reference is made to complete copies of the documents and reports for the full and complete statements of the provisions thereof.

This Official Statement is submitted only in connection with the sale of the Authority Bonds by the Authority. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. While the information contained in this Official Statement pertaining to the Town and the Reassessment District has been provided by the Town, such information contained herein should not be construed as representing all possible conditions affecting the Authority, the Town, the Reassessment Bonds, or the Authority Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Authority.

TIBURON PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

APPENDIX A

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

INFORMATION REGARDING THE TOWN OF TIBURON AND THE COUNTY OF MARIN

The following information concerning the Town of Tiburon and the County of Marin is included only for the purpose of supplying general information regarding the community. The Authority Bonds are not a debt of the Town, the County of Marin, the State or any of its political subdivisions other than the Authority (and then only to the limited extent set forth in the Indenture), and none of the Town, the County of Marin, the State nor any of its political subdivisions (other than the Authority) is liable therefor.

Introduction

The Reassessment District is located in the Town of Tiburon (the "Town"), an incorporated city in Marin County, California ("Marin County"). It is located on the Tiburon Peninsula, which reaches south into the San Francisco Bay. The smaller city of Belvedere (formerly a separate island) occupies the south-west part of the peninsula and is contiguous with the Town. The Town is bordered by the cities of Corte Madera to the north and Mill Valley to the west, but is otherwise mostly surrounded by the San Francisco Bay. Besides Belvedere and the Town, much of the Tiburon Peninsula is unincorporated, including portions of the north side and the communities of Strawberry and Paradise Cay.

The Town's name derives from the Spanish word tiburón, which means "shark." The name was first given to the peninsula on which the Town is situated, and probably inspired by the prevalence of locally native leopard sharks in the surrounding waters. The Town was formerly the southern terminus of the Northwestern Pacific Railroad, which transported freight for transfer to barges for shipping to cities around San Francisco Bay. It is now a commuter and tourist town, linked by fast ferry services to San Francisco and with a concentration of restaurants and clothes shops. It is the nearest mainland point to Angel Island and a regular ferry service connects to the island.

The County, located in the San Francisco-Oakland metro area, is one of 58 counties in California. One of the nine Bay Area counties, the County is linked to San Francisco by the Golden Gate Bridge and to the East Bay by the Richmond-San Rafael Bridge. The is bordered on the north and northeast by Sonoma County and on the west by the Pacific Ocean. According to the U.S. Census Bureau, the County has a total area of 828 square miles (2,140 km^2), of which 520 square miles (1,300 km^2) is land and 308 square miles (800 km^2) (37.2%) is water. The County is the fourth-smallest county in California by land area.

Most of the County's population resides its the eastern side, with a string of communities running along San Francisco Bay, from Sausalito to Tiburon to Corte Madera to San Rafael. The interior of the County contains large areas of agricultural and open space. West Marin, through which State Route 1 runs alongside the California coast, contains many small unincorporated communities whose economies depend on agriculture and tourism. West Marin has beaches which are popular destinations for surfers and tourists year-round. Notable features of the County include the Sausalito shoreline, Richardson Bay, the Tiburon Peninsula, Ring Mountain, and Triangle Marsh at Corte Madera.

Population

The table below summarizes population of the Town, the County and the State of California for the last five years.

Town of Tiburon, Marin County and California
POPULATION

Year	Tiburon	Marin County	State of California
2012	9,158	255,812	37,881,357
2013	9,293	257,228	38,239,207
2014	9,416	260,294	38,657,459
2015	9,484	261,798	38,907,642
2016	9,503	262,274	39,255,883

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2011-2016, with 2010 Census Benchmark.

Employment

The following table summarizes the historical numbers of workers by industry in the County for the last five years:

San Rafael MD
(Marin County)
LABOR FORCE AND INDUSTRY EMPLOYMENT
(Annual Averages by Industry)

	2011	2012	2013	2014	2015(1)
Total, All Industries	103,100	106,200	110,000	111,300	113,300
Total Farm	400	400	400	400	300
Mining and Logging	100	100	-	-	-
Construction	4,900	5,200	5,700	6,100	6,500
Manufacturing	2,200	2,400	2,900	3,500	4,000
Wholesale Trade	2,400	2,600	2,700	2,800	3,000
Retail Trade	13,400	13,600	13,900	14,300	14,300
Transportation, Warehousing & Utilities	1,100	1,100	1,200	1,300	1,200
Information	2,600	2,800	2,800	2,600	2,600
Financial Activities	7,000	7,200	7,300	6,800	6,400
Professional & Business Services	17,800	18,600	18,700	18,200	18,700
Educational & Health Services	17,800	18,500	19,400	19,700	20,200
Leisure & Hospitality	12,700	13,200	14,400	15,100	15,400
Other Services	4,800	5,000	5,200	5,200	5,300
Government	16,000	15,500	15,400	15,400	15,700

Source: California Employment Development Department, based on March 2015 benchmark.
Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households, and persons involved in labor/management trade disputes. Employment reported by place of work. Items may not add to totals due to independent rounding.
(1) Last available full year data.

The following tables summarize historical employment and unemployment for the County, the State of California and the United States for the last five years:

Marin County, California and United States
CIVILIAN LABOR FORCE, EMPLOYMENT, AND UNEMPLOYMENT
(Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate [1]
2011	Marin County	134,600	124,800	9,800	7.3%
	California	18,419,500	16,260,100	2,159,400	11.7
	United States	153,617,000	139,869,000	13,747,000	8.9
2012	Marin County	137,100	128,500	8,600	6.3
	California	18,554,800	16,630,100	1,924,700	10.4
	United States	154,975,000	142,469,000	12,506,000	8.1
2013	Marin County	138,700	131,500	7,200	5.2
	California	18,671,600	17,002,900	1,668,700	8.9
	United States	155,389,000	143,929,000	11,460,000	7.4
2014	Marin County	139,600	133,700	5,900	4.3
	California	18,811,400	17,397,100	1,414,300	7.5
	United States	155,922,000	146,305,000	9,617,000	6.2
2015[2]	Marin County	141,100	136,100	5,000	3.5
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	146,411,000	5.3

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-2015, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data, therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Employers

The table below sets forth the ten principal employers of the County in 2015.

Marin County
MAJOR EMPLOYERS

Employer Name	Number of Employees	% of Total County Employment
County of Marin	2,125	1.55%
San Quentin State Prison	1,705	1.25
Kaiser Permanente Medical Center	1,575	1.15
Marin General Hospital	1,378	1.01
BioMarin Pharmeceutical	850	.62
Novato Unified School District	834	.61
Autodesk, Inc.	763	.56
Fireman's Fund Insurance Co.	721	.53
San Rafael City Schools	610	.45
Dominican University	422	.31
Total Top 10	10,983	8.02

Source: Marin County CAFR for the Fiscal Year Ended June 30, 2015.

Construction Activity

The following tables reflect the five-year history of building permit valuation for the Town and the County:

Town of Tiburon
BUILDING PERMITS AND VALUATION
(Dollars in Thousands)

	2011	2012	2013	2014	2015
Permit Valuation:					
New Single-family	1,500	2,316	6,912	9,143	1,855
New Multi-family	-	-	-	-	-
Res. Alterations/Additions	19,989	10,350	11,194	20,711	16,484
Total Residential	21,489	12,666	18,107	29,584	18,339
Total Nonresidential	2,825	1,772	25,107	3,074	3,390
Total All Building	24,315	14,439	43,214	32,929	21,730
New Dwelling Units:					
Single Family	1	3	6	8	3
Multiple Family	-	-	-	-	-
Total	1	3	6	8	3

Source: Construction Industry Research Board: "Building Permit Summary."
Note: Totals may not add due to independent rounding.

Marin County
BUILDING PERMITS AND VALUATION
(Dollars in Thousands)

	2011	2012	2013	2014	2015
Permit Valuation:					
New Single-family	35,394	36,152	59,423	71,460	75,834
New Multi-family	7,621	4,927	33,397	14,069	2,426
Res. Alterations/Additions	160,275	132,762	152,065	203,375	203,754
Total Residential	203,292	173,842	244,885	288,904	282,015
Total Nonresidential	82,031	118,071	378,771	186,281	550,397
Total All Building	285,323	291,914	623,657	475,186	832,412
New Dwelling Units:					
Single Family	55	67	90	112	121
Multiple Family	61	50	212	76	20
Total	116	117	302	188	141

Source: Construction Industry Research Board: "Building Permit Summary."
Note: Totals may not add due to independent rounding.

Commercial Activity

Taxable sales in the County for the last five available years are shown below. Beginning in 2009, reports summarize taxable sales and permits using the NAICS codes. As a result of the coding change industry-level data since 2009 is not comparable to that of prior years.

Marin County
TAXABLE SALES
(Dollars in Thousands)

	2009	2010	2011	2012	2013[1]
Retail and Food Services					
Motor Vehicles and Parts Dealers	434,910	485,061	523,483	610,028	660,321
Furniture and Home Furnishings Stores	106,960	109,379	117,090	118,307	121,233
Electronics and Appliance Stores	129,928	123,308	123,608	120,099	124,988
Bldg Mtrl. and Garden Equip. and Supplies	246,690	237,664	254,092	272,110	313,687
Food and Beverage Stores	246,161	259,294	266,823	277,873	287,593
Health and Personal Care Stores	109,301	114,342	121,051	122,472	127,239
Gasoline Stations	258,624	301,124	371,618	400,211	394,982
Clothing and Clothing Accessories Stores	243,655	263,834	280,098	305,000	324,851
Sporting Goods, Hobby, Book and Music Stores	128,490	131,892	138,838	137,827	143,664
General Merchandise Stores	261,529	265,063	273,199	281,325	292,739
Miscellaneous Store Retailers	157,795	175,970	182,054	184,154	209,267
Nonstore Retailers	26,001	25,596	26,884	41,692	85,735
Food Services and Drinking Places	418,831	422,951	455,433	486,787	518,808
Total Retail and Food Services	2,768,875	2,915,477	3,134,270	3,357,884	3,605,108
All Other Outlets	891,160	918,692	915,599	975,716	1,059,812
Totals All Outlets[2]	3,660,036	3,834,169	4,049,869	4,333,600	4,664,920

Source: California Board of Equalization, Taxable Sales in California (Sales & Use Tax).
(1) Last available full year data.
(2) Totals may not add up due to independent rounding.

Median Household Income

The following table summarizes the total effective buying income and median household effective buying income for the Town, the County, the State of California and the nation for the last five years.

Town of Tiburon, Marin County, California and United States
MEDIAN HOUSEHOLD EFFECTIVE BUYING INCOME

Year	Area	Total Effective Buying Income (000's Omitted)	Median Effective Buying Income
2011	Tiburon	$609,745	$94,150
	Marin County	$10,592,305	$68,667
	California	$814,578,457	$47,062
	United States	$6,438,704,663	$41,253
2012	Tiburon	$710,480	$96,250
	Marin County	$11,615,363	$69,129
	California	$864,088,827	$47,307
	United States	$6,737,867,730	$41,358
2013	Tiburon	$538,670	$81,908
	Marin County	$10,035,970	$61,675
	California	$858,676,636	$48,340
	United States	$6,982,757,379	$43,715
2014	Tiburon	$583,215	$94,822
	Marin County	$11,636,360	$74,420
	California	$901,189,699	$50,072
	United States	$7,357,153,421	$45,448
2015	Tiburon	$667,830	$115,633
	Marin County	$12,751,873	$80,192
	California	$981,231,666	$53,589
	United States	$7,757,960,399	$46,738

Source: Nielsen, Inc.

APPENDIX C

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement"), dated as of August 1, 2016, is by and between NBS GOVERNMENT FINANCE GROUP, as dissemination agent (the "Dissemination Agent"), and the TIBURON PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority").

RECITALS:

WHEREAS, the Authority has issued its Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District) (the "Bonds") in the initial principal amount of $_____; and

WHEREAS, the Bonds have been issued pursuant to an Indenture of Trust, dated as of August 1, 2016 (the "Indenture"), by and between U.S. Bank National Association, as trustee (the "Trustee"), and the Authority; and

WHEREAS, this Disclosure Agreement is being executed and delivered by the Authority and the Dissemination Agent for the benefit of the owners and beneficial owners of the Bonds and in order to assist the underwriter of the Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. In addition to the definitions of capitalized terms set forth in Section 1.1 of the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the Recitals above, the following capitalized terms have the following meanings when used in this Disclosure Agreement:

"*Annual Report*" means any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding any Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"*Disclosure Representative*" means the Town's Director of Administrative Services, or such person's designee, or such other officer or employee of the Town or the Authority as the Authority shall designate as the Disclosure Representative hereunder in writing to the Dissemination Agent from time to time.

"*Dissemination Agent*" means NBS Government Finance Group, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent

designated in writing by the Authority and which has filed with the Authority a written acceptance of such designation.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" means any of the events listed in Section 5(a) or 5(b) of this Disclosure Agreement.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the Official Statement, dated July __, 2016, relating to the Bonds.

"*Participating Underwriter*" means Wulff, Hansen & Co., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Town*" means the Town of Tiburon, California.

Section 2. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority and the Dissemination Agent for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The Authority shall, or shall cause the Dissemination Agent to, not later than the March 31 occurring after the end of each fiscal year of the Authority, commencing with the report for the 2015-16 fiscal year, which is due not later than March 31, 2017, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the Authority may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year*. If the Authority's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than six months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent*. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b) of this Section

3 for providing the Annual Report to EMMA), the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the Authority.

(d) *Report of Non-Compliance*. If the Authority is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the Authority shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the Authority is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A in a timely manner.

(e) *Annual Compliance Certification*. The Dissemination Agent shall, if the Dissemination Agent is other than the Authority, file a report with the Authority certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Agreement, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. It is acknowledged that the Closing Date for the Bonds occurred after the end of the 2015-2016 fiscal year of the Authority. In light of the foregoing, submission of the Official Statement shall satisfy the Authority's obligation to file an Annual Report for fiscal year 2015-2016.

The Annual Report for each fiscal year commencing with the Annual Report for the 2016-2017 fiscal year, shall contain or incorporate by reference the following:

(a) *Financial Statements*. Audited financial statements of the Authority (which may be in the form of consolidated financial statements of the Town) for the most recently completed fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information*. The Annual Report for each fiscal year commencing with fiscal year 2016-2017 shall also include the following information:

(i) The principal amount of Bonds Outstanding as of the September 2 next preceding the date of the Annual Report.

(ii) The balance in the Reserve Fund, and a statement of the Reserve Requirement, as of the September 2 next preceding the date of the Annual Report.

(iii) The principal amount of the outstanding of the Reassessment Bonds.

(iv) The balance in the Redemption Fund created pursuant to the Fiscal Agent Agreement relating to the Reassessment Bonds.

(v) The total assessed value of all parcels within the Reassessment District with unpaid Reassessments, as shown on the assessment roll of the County Assessor last equalized prior to the September 2 next preceding the date of the

Annual Report, and a statement of assessed value-to-lien ratios therefor, either by individual parcel or by categories, in a table similar to Table ____ in the Official Statement.

(vi) The Reassessment aggregate delinquency rate for all parcels within the Reassessment District with unpaid Reassessments, the aggregate number of parcels within the Reassessment District which are delinquent in payment of Reassessments, and the percentage of the most recent annual Reassessment levy that is delinquent, all as of the September 2 next preceding the date of the Annual Report.

(vii) The status of foreclosure proceedings for any parcels within the Reassessment District with delinquent Reassessments, and a summary or the results of any foreclosure sales or other collection efforts with respect to delinquent Reassessments, as of the September 2 next preceding the date of the Annual Report.

(viii) A copy of any information given by the Authority to the California Debt and Investment Advisory Commission pursuant to Section 5.10(b) or (c) of the Indenture.

(c) *Cross References*. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which are available to the public on EMMA. The Authority shall clearly identify each such other document so included by reference. If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information*. In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the Authority shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events*. The Authority shall, or shall cause the Dissemination Agent (if not the Authority) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties.

(3) Unscheduled draws on credit enhancements reflecting financial difficulties.

(4) Substitution of credit or liquidity providers, or their failure to perform.

(5) Defeasances.

(6) Rating changes.

(7) Tender offers.

(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events*. The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.

(2) Modifications to rights of security holders.

(3) Bond calls.

(4) The release, substitution, or sale of property securing repayment of the securities.

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose*. The Authority shall, or shall cause the Dissemination Agent (if not the Authority) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Indenture.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Authority's obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be NBS Government Finance Group.

If the Dissemination Agent is not the Authority, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Disclosure Agreement. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the Authority. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Agreement and has no liability to any person, including any Bond owner, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Authority or the Town shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the Authority.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder as agreed to between the Dissemination Agent and the Authority from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder, with payment to be made from any lawful funds of the Authority. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Authority, the owners of the Bonds, the Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any written direction from the Authority or a written opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the Authority. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Ag*ent. In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the Authority to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the Authority under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority may amend this Disclosure Agreement (and the Dissemination Agent

shall agree to any amendment so requested by the Authority that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Agreement may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion*. The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or the Beneficial Owners.

If this Disclosure Agreement is amended or any provision of this Disclosure Agreement is waived, the Authority shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or future notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Agreement, any Bond owner, any Beneficial Owner, the Trustee or the Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Agreement. The sole remedy under this Disclosure Agreement in the event of any failure of the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Trustee, the Dissemination Agent, the Participating Underwriter and the owners and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

TIBURON PUBLIC FINANCING AUTHORITY

By: _____
Greg Chanis,
Executive Director

NBS GOVERNMENT FINANCE GROUP,
as Dissemination Agent

By: _____

Its: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: Tiburon Public Financing Authority

Name of Bond Issue: $_____ Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)

Date of Issuance: August __, 2016

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Bonds as required by Section 5.10 of the Indenture of Trust, dated as of August 1, 2016, between the Obligor and U.S. Bank National Association, as trustee. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

By: NBS Government Finance Group, as Dissemination Agent

APPENDIX D

FORM OF BOND COUNSEL OPINION

August __, 2016

Tiburon Public Financing Authority
1505 Tiburon Boulevard
Tiburon, California 94920

OPINION: $_____ Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District)

Members of the Board of Directors:

We have acted as bond counsel to the Tiburon Public Financing Authority (the "Authority") in connection with the issuance by the Authority of its $_____ Tiburon Public Financing Authority 2016 Refunding Revenue Bonds (Consolidated Reassessment District) (the "Authority Bonds"), issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law"), a resolution adopted by the Board of Directors of the Authority on July 20, 2016, and an Indenture of Trust, dated as of August 1, 2016 (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee. The Authority Bonds will be payable from Revenues, as such term is defined in the Indenture, consisting primarily of payments of debt service on a series of reassessment bonds (the "Reassessment Bonds") issued by the Town of Tiburon, California (the "Town") pursuant to a Fiscal Agent Agreement, dated as of August 1, 2016 (the "Fiscal Agent Agreement"), by and between the Town and U.S. Bank National Association, as fiscal agent.

In connection with this opinion, we have examined the Bond Law, the Indenture, the Fiscal Agent Agreement and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Authority contained in the Indenture, of the Town contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The Authority is a joint exercise of powers authority duly organized and existing under the laws of the United States of America, with the power to enter into the Indenture, to perform the agreements on its part contained therein and to issue the Authority Bonds.

2. The Indenture has been duly entered into by the Authority and constitutes a valid and binding obligation of the Authority enforceable upon the Authority.

3. Pursuant to the Bond Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the Authority Bonds.

4. The Authority Bonds have been duly authorized, executed and delivered by the Authority and are valid and binding limited obligations of the Authority, payable solely from the sources provided therefor in the Indenture.

5. Subject to the Authority's compliance with certain covenants, interest on the Authority Bonds (a) is excludable from gross income of the owners thereof for federal income tax purposes, and (b) is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure by the Authority to comply with certain of such covenants could cause interest on the Authority Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Authority Bonds. **[**It is also our opinion that the Bonds are "qualified tax-exempt obligations" under section 265(b)(3) of the Code.**]**

6. The interest on the Authority Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Authority Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Authority Bonds.

The rights of the owners of the Authority Bonds and the enforceability of the Authority Bonds, the Indenture, the Reassessment Bonds and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the Authority, the Town and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX E

DTC AND THE BOOK-ENTRY-ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Authority Bonds, payment of principal, interest and other payments on the Authority Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Authority Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the Authority as issuer of the Authority Bonds (the "Issuer"), nor the trustee, fiscal agent or paying agent appointed with respect to the Authority Bonds (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Authority Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Authority Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Authority Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Authority Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed

Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

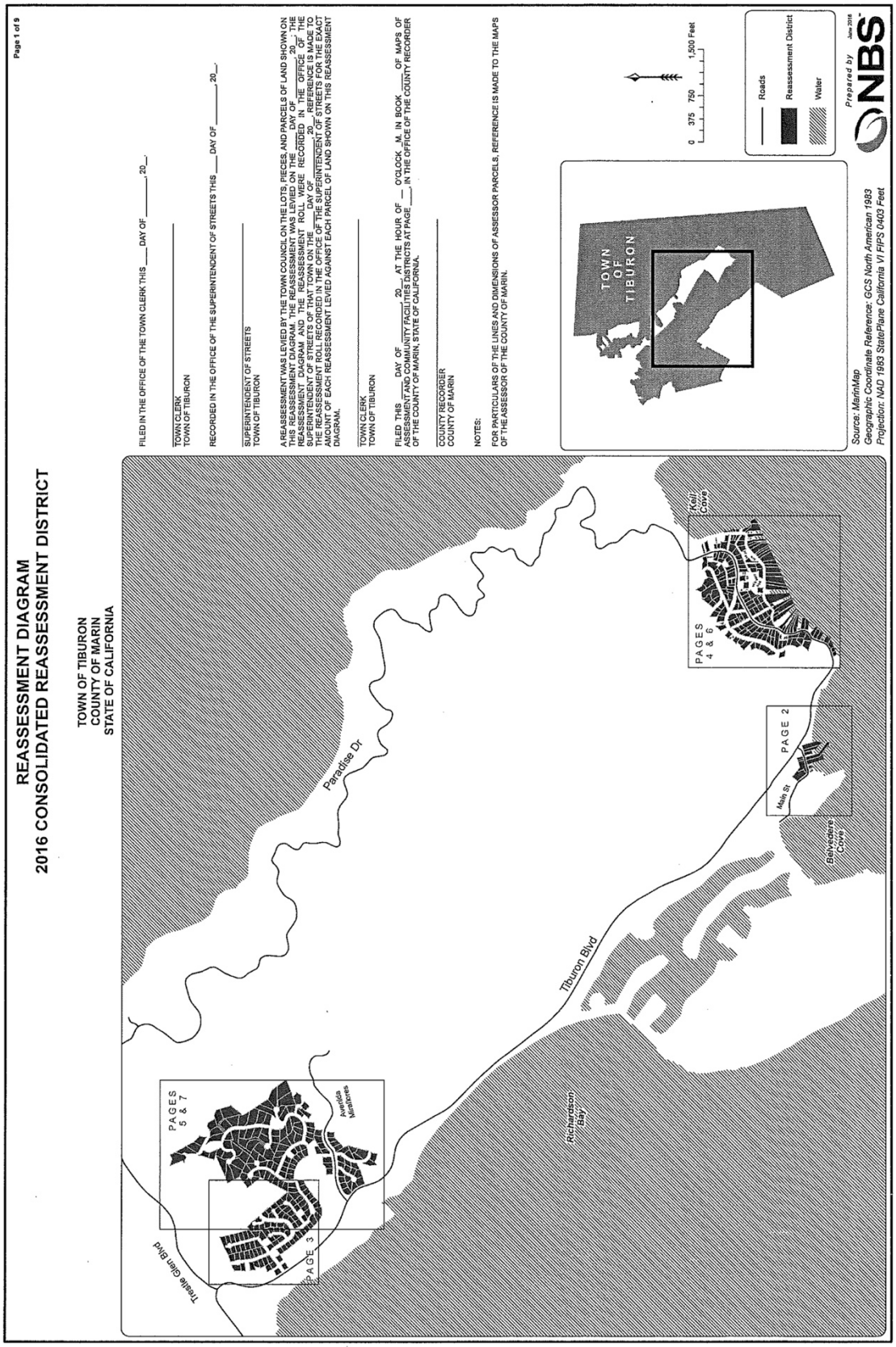
9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX F

REASSESSMENT DIAGRAM



REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA

REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA

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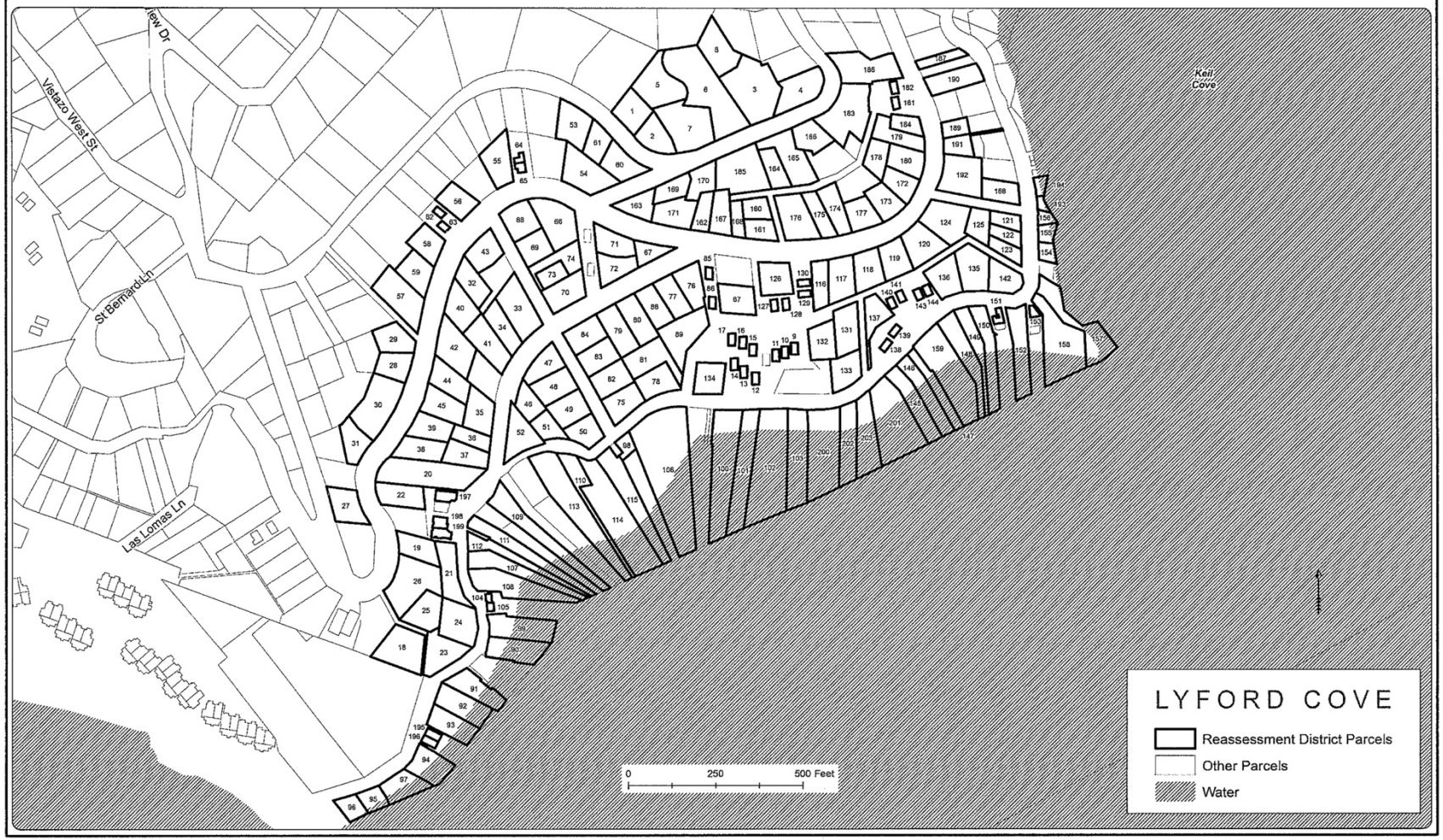
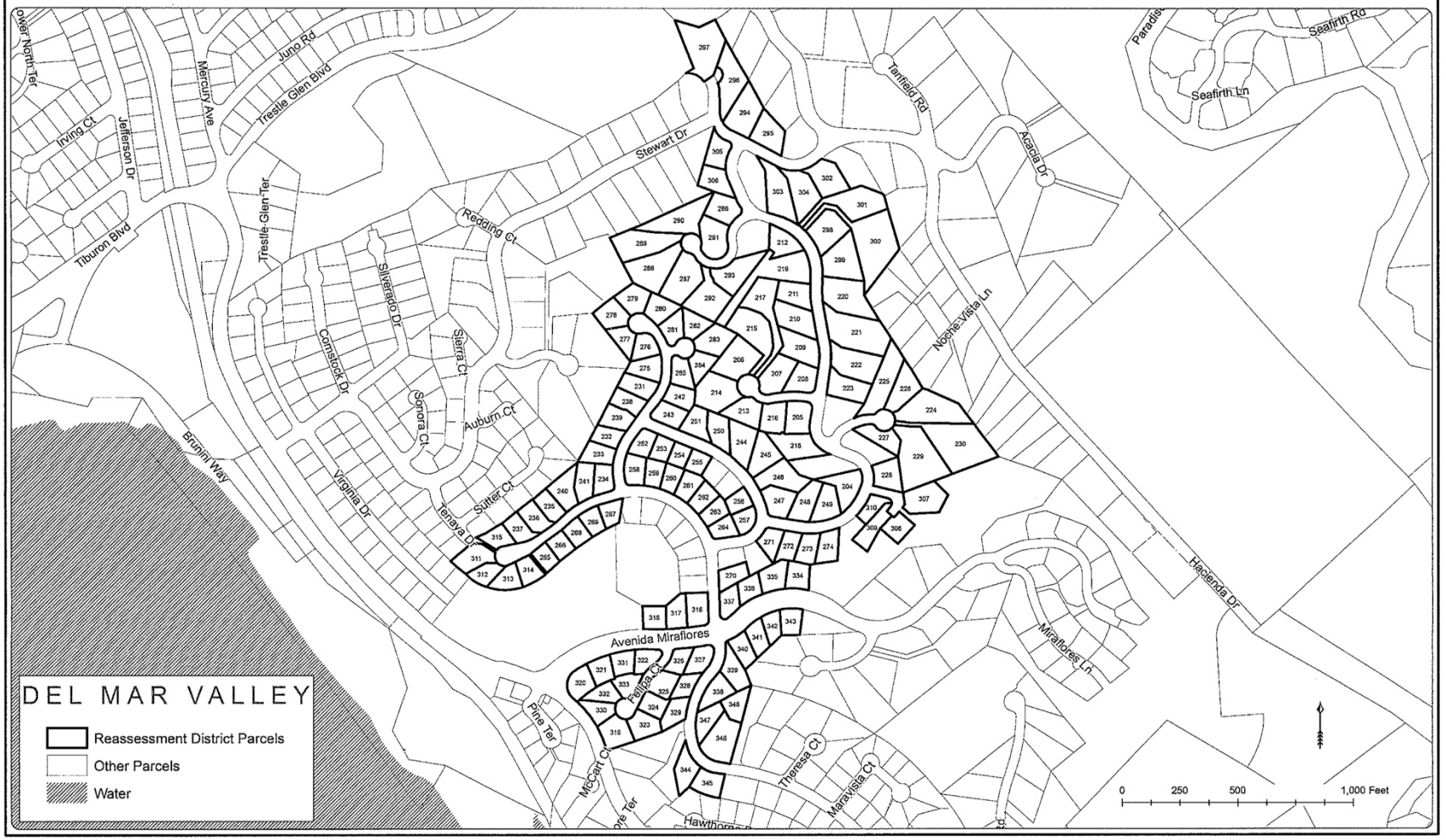
REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA



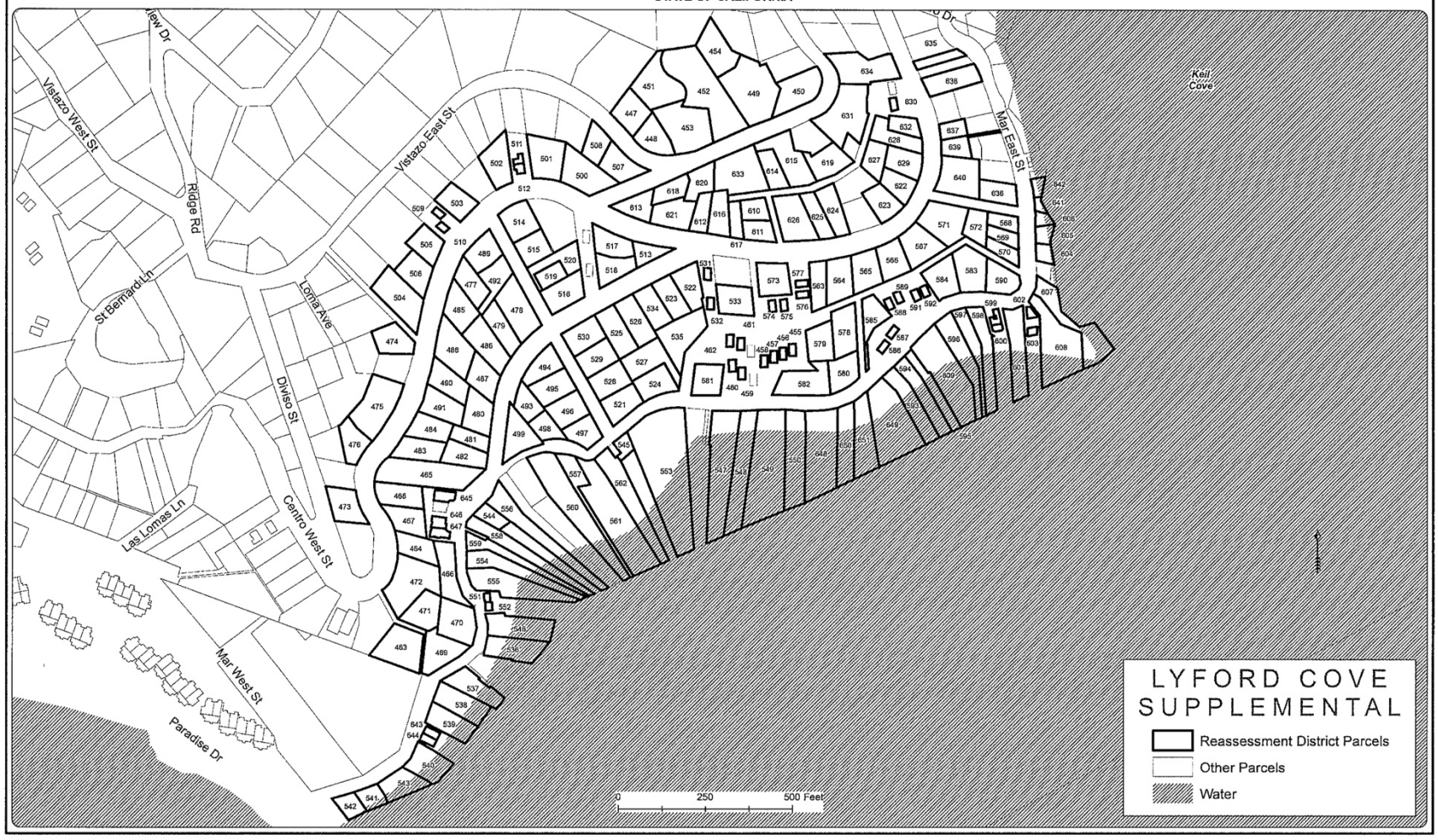
REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA



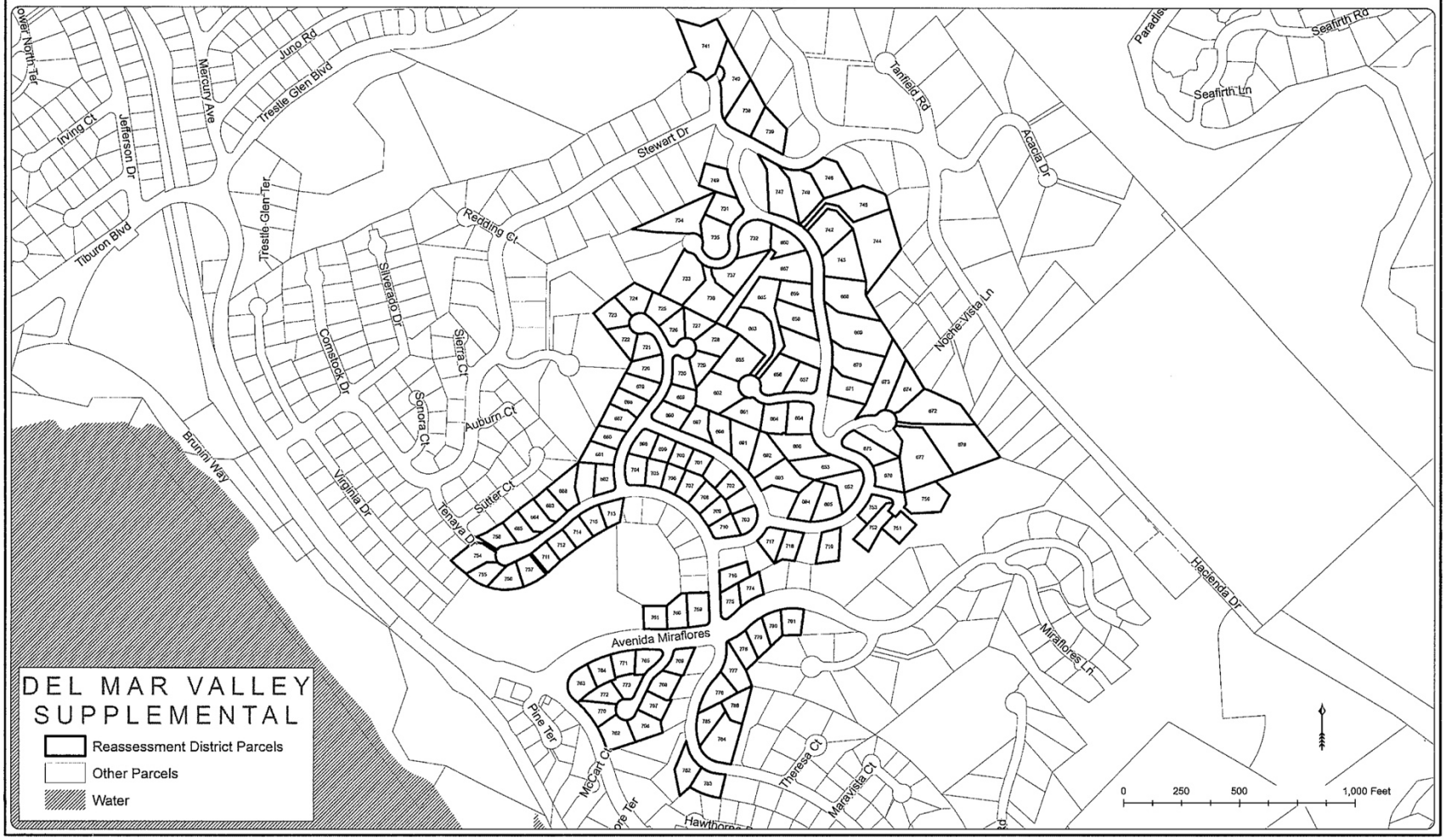
REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA



REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA



REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA

Reassessment ID	APN	Reassessment ID	APN	Reassessment ID	APN	Reassessment ID	APN	Reassessment ID	APN
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12	059-110-05	62 and 509	059-141-31	112 and 559	059-181-89	162 and 612	059-201-05	212 and 660	039-031-17
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REASSESSMENT DIAGRAM
2016 CONSOLIDATED REASSESSMENT DISTRICT

TOWN OF TIBURON
COUNTY OF MARIN
STATE OF CALIFORNIA

Reassessment ID	APN	Reassessment ID	APN	Reassessment ID	APN	Reassessment ID	APN	Reassessment ID	APN
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TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item:
AI-2

STAFF REPORT

To:	**Members of the Town Council**
From:	**Public Works Department** **Community Development Department**
Subject:	**Tiburon Bicycle and Pedestrian Master Plan Update: Review and Consider Adoption of Updated Plan; Consider Initial Study and Adoption of a Draft Negative Declaration for the Plan Update: Town File S2016-03**
Approved by:	M.C.

SUMMARY

This update of Tiburon's Bicycle and Pedestrian Master Plan (BPMP) began in 2015. It has been the topic of two workshops and two public hearings held before the Parks, Open Space & Trails Commission and the Planning Commission. Both of these bodies have recommended adoption, the later with revisions. Staff concurs with the recommendations for specific revisions by the Planning Commission, and recommends that the Town Council adopt the updated BPMP incorporating those revisions. The text incorporating the recommended revisions is included in the draft Resolution (**Exhibit 1**) adopting the Plan.

BACKGROUND

The Town of Tiburon, in coordination with other Marin municipalities and the County of Marin, is in the process of updating its Bicycle Pedestrian Master Plan (BPMP), most recently revised in 2008. The Transportation Authority of Marin (TAM) is overseeing the contract and funding this update project for the various jurisdictions, which helps to ensure the plans are somewhat integrated. TAM retained the consulting firm of Alta Planning + Design to prepare the draft updates.

A major benefit of an updated BPMP is that it enables the Town to qualify for certain grants and monies for which it would not otherwise be eligible. Scarcity of funds is the primary limiting factor in making significant improvements to bicycle and pedestrian infrastructure.

The Draft 2016 Plan (**Attachment A**) reflects the policies and format established by the 2008 BPMP. Several projects listed in the 2008 Plan are complete, while several are carried forward into the draft Plan. A limited number of new projects are proposed.

REVIEW BY PARKS, OPEN SPACE & TRAILS COMMISSION

May 19, 2015 Workshop

POST held a Bicycle and Pedestrian Master Plan Update community workshop on this date as part of the regular POST meeting. That workshop provided residents an opportunity to learn about the update process and comment on bicycle and pedestrian issues in Tiburon. Minutes from this POST workshop are attached as **Exhibit 2**. A subsequent public outreach electronic survey collected information on users' opinions, experiences and priorities for pedestrian and bicycle facilities. Forty-one surveys were filled out; seven were incomplete. Of the thirty-four remaining, sixteen came from cyclists outside of the 94920 zip code. Most of these discussed roads that are not located in Tiburon. Of the complete surveys from within the 94920 area code, three discussed Greenwood Beach Road. The remaining twelve surveys discussed general circulation issues in Tiburon and were fairly evenly split between bicycle and pedestrian issues, focusing on intersections along Tiburon Boulevard including Mar West Street, Trestle Glen Boulevard, Stewart Drive, Cecilia Way, Blackfield Drive, and Reed Ranch Road.

January 19, 2016 Workshop

POST held a second Bicycle and Pedestrian Master Plan Update community workshop on this date as part of the regular POST meeting to discuss proposed projects for inclusion in the updated BPMP. At that meeting, the POST Commission:

1. Determined which projects should be included in the BPMP update.
2. Provided a ranking of the projects, particularly the top few.
3. Selected two projects for additional study, namely:
    a. Greenwood Beach Road: Class III bike route signs should be changed to add signage to advise bicyclists they are entering a neighborhood 'slow zone'. Signs should direct faster-moving bicyclists to use Tiburon Boulevard. Explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road and alert cyclists to slow zone signs. [Note: This is project #3 in the draft Plan].
    b. Tiburon Boulevard from the western Tiburon corporate limits (near Cecilia Way) to Trestle Glen Boulevard: Convert existing striped shoulder to Class II bike lanes. [Note: This is Project #7 in the draft Plan].

The POST Commission received numerous public comments regarding bicycle use of Greenwood Beach Road. Residents of Greenwood Beach Road complained about the number and speed of cyclists using Greenwood Beach Road, objected to nearby Bay Trail signs, and wanted Greenwood Beach Road removed as a part of the Association of Bay Area Government's (ABAG) Bay Trail. That would leave Tiburon Boulevard as the only realistic alternative for bicyclists using the public street system to reach Old Rail Trail and points beyond.

The POST Commission reached consensus that slower-moving cyclists should primarily use Greenwood Beach Road. Cyclists who wanted to ride faster should use Tiburon Boulevard to reach Blackie's Pasture when travelling east. The POST Commission did not believe that slower-moving or potentially less-skilled cyclists such as schoolchildren, families and tourists should use Tiburon Boulevard between Greenwood Cove Drive and Blackie's Pasture Road for safety reasons. Therefore, POST recommended changing Greenwood Beach Road bike signage to

advise bicyclists that they are entering a neighborhood "slow zone". Further, the POST Commission stated that signs should direct faster-moving cyclists to use Tiburon Boulevard, and that the Town should explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road. The POST Commission also made converting the existing striped shoulder along Tiburon Boulevard between Trestle Glen Boulevard and the western Tiburon corporate limits to a Class II bike lane the next highest priority project after the Greenwood Beach Road signage project.

Sharing the concerns regarding speeding cyclists on Greenwood Beach Road, staff analyzed bicycle speeds on Greenwood Beach Road using STRAVA software data. About 13,000 people have timed their rides over the ½-mile long Greenwood Beach Road segment from Seadrift Landing to the eastern terminus of Greenwood Beach Road. Only six riders (0.05%) averaged over 25 mph on this segment. It is possible that over a short portion of the route, more cyclists exceeded 25 mph. For instance, the fastest woman rider recorded averaged 21.6 mph but topped out over a short segment of roadway at 28.8 mph, but even the fastest rider only exceeded the 25 mph speed limit for about 1/10 of a mile. Speed enforcement through issuance of "speeding tickets" is therefore not a viable option.

Greenwood Beach Road was formerly Tiburon Boulevard (the state highway) until construction of the current 4-lane bypass in 1966. In 1982, at the request of Greenwood Beach Road residents seeking reduced vehicular traffic and greater safety for pedestrians and bicycles, the Town Council initiated a trial closure of Greenwood Beach Road at its eastern end, severing vehicular traffic from reaching Blackie's Pasture Park. The trial closure was made permanent in 1985 and the current emergency vehicle only pass through was finalized at that time. Tiburon police Department records indicate that there have been no reported accidents involving bicycles on Greenwood Beach Road since at least 2008. However, some accidents may go unreported.

Residents of Greenwood Beach Road have also requested the removal of signs at the intersection of Tiburon Boulevard and Greenwood Cove Drive directing bicyclists down Greenwood Cove Drive toward Blackie's Pasture and Old Rail Trail. Staff notes that this intersection and the entire length of Greenwood Cove Drive to the Richardson Bay Audubon Center property are outside the Town of Tiburon and under the jurisdiction of the County of Marin. The Town has no authority to alter official traffic signs in these unincorporated areas, but could request that Caltrans and the County of Marin authorize such changes. Under current conditions, it is likely that both agencies will have safety-related reservations about directing any but the fastest-moving and most-skilled bicycle riders down Tiburon Boulevard rather than using Greenwood Cove Drive/Greenwood Beach Road to reach Blackie's Pasture and Old Rail Trail.

POST also received public comments and questions regarding the proposed trail improvements along Hacienda Drive where the Tiburon Ridge Trail "gaps" occur. Staff subsequently met with property owners who attended the meeting to explain the gap closure options and likely improvements. Minutes from the January 29, 2016 POST workshop are attached as **Exhibit 3**.

March 29, 2016 Public Hearing

The POST Commission held a public hearing on this date to consider a recommendation to the Town Council on the draft Plan update. At the outset, the Commission described the revisions made to the draft Plan aimed at addressing the concerns voiced by Greenwood Beach Road

residents at prior meetings. Several Greenwood Beach Road residents reiterated their concerns about bicycle traffic on their street, and found the revisions inadequate to address their concerns.

One Tiburon resident noted that children also use Greenwood Beach Road to reach school, and that sharrows and/or striping would help educate riders and improve safety.

Another speaker put forth a proposal for a Class IV (protected bicycle lane) from Camino Alto in Mill Valley to Blackie's Pasture in Tiburon along East Blithedale Avenue and Tiburon Boulevard. The POST Commission determined that this proposal, because of its late-breaking nature and total lack of information or analysis, be discussed separately at a future POST meeting and not be included in the updated Plan at this time. The Commission voted 5-0 to recommend the draft Plan forward for Council approval as submitted. Draft minutes from the March 29 POST public hearing are attached as **Exhibit 4**.

REVIEW BY PLANNING COMMISSION

The Planning Commission held a public hearing on the draft Bicycle Pedestrian Master Plan Update on May 25, 2016. At that hearing, the Planning Commission reviewed the Draft Plan in order to provide recommendations to the Town Council, and considered the Initial Study and Draft Negative Declaration.

Prior to the Planning Commission meeting, the concept of the Class IV bike lanes along Tiburon Boulevard was further refined by its proponents. The Class IV lane concept now involved lanes that would extend from U. S. Highway 101 to Blackie's Pasture/Trestle Glen Boulevard on both sides of Tiburon Boulevard. This would be similar to Segment 8 from the 2012 *Gap Study* on the south side of Tiburon Boulevard, but with an additional Class IV bike lane on the north side of Tiburon Boulevard as well. The proposal was also refined to call for a "feasibility study" in the Plan. The revised concept for the Class IV lanes has the advantage of not raising any CEQA issues, as it only calls for a study, rather than construction, as part of the Plan. The Town had also received additional letters in support of the Class IV bike lanes from Greenwood Beach Road residents subsequent to the POST hearing.

During the public hearing, the Planning Commission received numerous public comments regarding bicycle use of Greenwood Beach Road, reiterating comments made at POST meetings as well as supporting Class IV lane study along Tiburon Boulevard.

Wendi Kallins, Program Coordinator for Safe Routes to Schools Program, requested the creation of a "school route" on Greenwood Beach Road with appropriate signage and markings.

Maureen Gaffney, San Francisco Bay Trail Project planner, said the Bay Trail's mission is a Class I fully-separated pathway as close to the shoreline as possible, and Tiburon's Old Rail Trail is exactly what the Bay Trail Project strives for. She noted that the staff recommendation in the draft BPMP was for installation of several improvements on Greenwood Beach Road, including a pedestrian pathway and other improvements that were very expensive. She stated that while Tiburon Boulevard was not chosen as the Bay Trail route in the Bay Trail Plan, her organization is open to the construction of a Class I facility along Tiburon Boulevard as an alternative to Greenwood Beach Road. Ms. Gaffney later stated that a Class IV facility on Tiburon Boulevard would also be acceptable for Bay Trail purposes.

A few speakers supported the concept that a bridge be built over Tiburon Boulevard, perhaps in the old railroad trestle location, to connect bike trails with neighborhoods and schools.

Staff noted that, based on the estimates for Segment 8 and Segment 5 in the 2012 *Gap Study*, the proposed Class IV bike lanes would cost between $13 million and $52 million. Further, the Town had already studied Segment 8 and Segment 5 in the *Gap Study* and Town Council had not embraced Segment 8 as a cost-effective solution. Staff also noted that the majority of the length of any Class IV lanes would be located outside of the Town boundaries in unincorporated County territory. Tiburon's current (2008) Bicycle and Pedestrian Master Plan, as well as the draft Plan update, includes Class II bike lanes for installation on Tiburon Boulevard. The Class II bike lane improvement is also contained in the County's adopted Bike-Ped Plan. There is adequate paved roadway width to install a Class II bike lane, and Caltrans supports a Class II bike lane. The cost would be approximately $90,000 to install the Class II bike lanes within the Town's portion. The more lengthy County section would cost more and require additional funding. The Planning Commission asked if staff anticipated that high-speed bikers would preferentially use a Class II lane on Tiburon Boulevard if installed. Staff responded affirmatively.

At the conclusion of the public hearing, the Planning Commission confirmed that the CEQA initial study had adequately addressed the differences between the proposed Plan and the adopted Plan. The Commission concluded that the projects proposed in the draft BPMP are appropriate and sound, and with regard to CEQA, that adoption of the Negative Declaration is appropriate for the BPMP update.

The Planning Commission adopted a resolution (**Exhibit 5**) recommending approval of the 2016 Bicycle and Pedestrian Master Plan with specific amendments as follows:

1. Addition of Safe Routes to School signage and pavement markings along Greenwood Beach Road. This can be incorporated as a modification to Bicycle Project #3.

2. Addition of a new Bicycle Project that would call for a study of future Class IV bike lanes along Tiburon Boulevard between U. S. Highway 101 and Trestle Glen Boulevard on the north and Blackie's Pasture Road on the south side.

3. That the Town Council supports the relocation of the Bay Trail alignment to Tiburon Boulevard from Greenwood Beach Road over time as it becomes feasible.

4. That the Town Council recognizes the critical nature of bicycle and pedestrian improvements at the Blackfield Drive intersection with Tiburon Boulevard, and closely monitors the effectiveness of Bicycle Project #2 planned for construction later this year.

5. That the Bay Trail Project be added to Appendix A as a funding source for future bicycle and pedestrian improvements by adding a new Section 5.9.8 entitled "ABAG's Bay Trail Project Grants".

Minutes from the May 25, 2016 Planning Commission meeting are attached as **Exhibit 6**.

ANALYSIS

Proposed Bicycle Improvements

Proposed bicycle improvement projects are described more fully at pp. 31-35 of the Draft Plan, but are excerpted below for the convenience of the Town Council. In brief, Project #1 is an approximately 160-foot-long upgrade of a bicycle connector at Blackie's Pasture near Blackie's Grove. Paving, painting, adding "slow zone" signage and moving a fence are involved.

Project #2 (Tiburon Boulevard/Blackfield Drive/Greenwood Cove Drive intersection improvements for pedestrians and bicyclists) has previously been approved by the Town Council and the design is complete.

Project #3 would alter existing Class III bike lane signage to include "slow zone" warnings, direct faster cyclists to use Tiburon Boulevard rather than Greenwood Cove Drive/Greenwood Beach Road, and explore pavement treatments to further slow cyclists on Greenwood Beach Road.

Project #4 would install Class II bicycle lanes the length of Trestle Glen Boulevard or install a combination Class II/Class III bicycle route. The Town Council approved a design for this project in 2004 and this costly project has been carried over from the 2008 Bicycle & Pedestrian Master Plan.

Project #5 is new and calls for an improved transition from Old Rail Trail to the Class II bike lane near the Tiburon Boulevard/Mar West Street intersection, possibly in conjunction with installation of a roundabout.

Project #6 is a carry-over from the 2008 Plan and calls for bicycle improvements on Paradise Drive from roughly the Caprice Restaurant to Agreste Way (eastern Town limit).

Project #7 is also a carry-over from the 2008 Plan and calls for improvement of Tiburon Boulevard shoulders to Class II bike lanes from the western Town limit near Cecilia Way to Blackie's Pasture.

Project #8 is an outside-of-Tiburon project that would have the Town advocate and support a County of Marin project to provide a Class I bike path on the roughly 1,000 feet between East Strawberry Drive and Greenwood Cove Drive, which currently constitutes a particularly tricky segment for bicycles and pedestrians to traverse. This project might also encourage more "through" use of Tiburon Boulevard between Strawberry and Blackie's Pasture than is offered by the current Bay Trail route along Greenwood Cove Drive and Greenwood Beach Road.

Table 4-1: Proposed Bicycle Projects and Actions

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Project #1: Blackie's Pasture Connection	Blackie's Grove	Blackie's Pasture	Class IV (parking and buffer protected bikeway) and	0.03	$50,000 (Town of Tiburon Bay Trail Gap Study, 2012)	Improved pedestrian and bicycle path along access road south of

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
			pedestrian path			the Blackie's Pasture parking lot; pave gravel shoulder that serves as on-street parking and provide a 4-foot wide striped buffer between the 10-foot wide multi-use path and the parking aisle. Move the existing fence approximately 4 feet to the south. (Town of Tiburon Bay Trail Gap Study, 2012) Add signage to advise bicyclists they are entering a neighborhood 'slow zone.'
Project #2: Tiburon Boulevard at Blackfield Drive/Greenwood Cove Drive	N/A	N/A	Intersection enhancements	N/A	$116,000	Bicycle and pedestrian intersection enhancements currently under study. Includes addition of a high-visibility crosswalk, pedestrian-activated Leading Pedestrian Interval, buffered bicycle lanes, dashed green bicycle lanes to indicate a mixing zone,

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
						and "bike box". (Safe Pathways to School)
Project #3: Greenwood Beach Road	Town/County Boundary (approximately 150 feet south of Barbaree Way	Blackie's Grove	Class III (bicycle route)	0.43	$35,000	Class III bike route signs should be changed to advise bicyclists of a neighborhood 'slow zone'; signs should direct faster bicyclists to use Tiburon Blvd.; and explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road or alert bicyclist to slow zone signs.
Project #4: Trestle Glen Boulevard	Tiburon Boulevard	Paradise Drive	Class II (bicycle lane)/Class III (bicycle route)	0.61	$2 million+	Class II bike lanes on both sides *or* a combination Class II/III with bike lanes on uphill direction.
Project #5: Tiburon Boulevard	Mar West Street	Lagoon Road/Cove Road	To Be Determined	0.01	$100,000	Improve transition from Class I facility on Tiburon Boulevard west of Mar West Street to Class II facility east of Mar West Street. Coordinate with planned

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
						signal or roundabout at this location.
Project #6: Paradise Drive	Mar West Street	East Town Limit near Agreste Way	Class III (bicycle route)	0.54	$10,000	Stencil or sign Class III bicycle routes
Project #7: Tiburon Boulevard	Western Town limits near Cecilia Way	Trestle Glen Boulevard	Class II (bike lanes)	1.0	$90,000	Subject to Caltrans and County approval; convert existing striped shoulder to Class II bike lanes.
Total Proposed Class I Bikeways				0.0	$0	
Total Proposed Class II Bikeways				1.61	$2,090,000+	
Total Proposed Class III Bikeways				0.97	$45,000	
Total Proposed Class IV Bikeways				0.03	$50,000	
Total Other Proposed Bicycle Facilities				0.01	$216,000	
Total Proposed Bikeways				**2.62**	**$2,401,000+**	

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Project #8: Tiburon Boulevard	East Strawberry Drive	Greenwood Cove Drive	Class I (Multi-use Path)	0.19	$2,550,000	Advocate for and support County implementation of a Class I multi-use path along the south side of Tiburon Boulevard; maintain Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench); single span bridge over slough. (Tiburon Bay Trail Gap Study, 2012)

Proposed Pedestrian Improvements

Proposed pedestrian improvements are found at pp. 41-42 of the Draft Plan but are shown below for convenience. Project #9 is comprised of adding advance warning paint at a Downtown crossing near Juanita Lane. Project #10 would upgrade the existing public recreational trail over a portion of Moitoza Lane by installing a paved (decomposed granite) surface and limited signage. Project #12 calls for similar upgrades to a newly acquired public pedestrian easement over upper Las Lomas Lane immediately below Centro West Street. Project #11 calls for "gap

closure" improvements in the vicinity of the Rabin property (Alta Robles project) in or along Hacienda Drive on the Middle Ridge portion of the Tiburon peninsula.

Table 4-3: Proposed Pedestrian Projects and Actions

Recommended Project	Location	Description	Estimated Cost*
Project #9: Unprotected/Mid-Block Crossing Upgrade	Tiburon Boulevard (161 feet west of Juanita Lane)	Add advanced yield lines. (Downtown Circulation and Parking Analysis – Final Report, Town of Tiburon, 2012)	$2,000
Project #10: Steps, Lanes, and Paths Top Priority Project #1	Moitoza Lane (Portion between Vistazo West Street and Esperanza Street)	There is an approximately 500 foot long stretch of public recreational trail, varying in width between four and ten feet, that is unimproved within this segment that would connect two public streets. The dirt path is narrow and uneven in places and not friendly for most users. The Town has a recent detailed topographic survey of the entire segment. Installation of a paved, safe walking path made of decomposed granite along this 500-foot stretch would complete the connection. Signage would be installed at the entrances to signify access. (Tiburon Bicycle and Pedestrian Master Plan, 2008 Update)	$100,000
Project #11: Tiburon Ridge Trail	Vicinity of Rabin Property – Town Trail	Close trail gaps such as Hacienda Gap with trail enhancements to be determined	$125,000
Project #12: Las Lomas Trail	Las Lomas Lane at Centro West Street	Weather harden existing trail	$40,000
Total			**$269,000**

Compliance with California Bicycle Transportation Act Criteria

The 2008 BPMP included a checklist for compliance with the California Bicycle Transportation Act. Similarly, the 2016 update includes a checklist to comply with the Active Transportation Program. The checklist is found on pages 8 and 9 of the Draft Plan. New requirements include:

- The number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries, and a goal for collision, serious injury, and fatality reduction after implementation of the plan.
- A description of existing and proposed policies related to bicycle parking in public locations, private parking garages, and parking lots and in new commercial and residential developments.
- A map and description of existing and proposed pedestrian facilities at major transit hubs. These must include, but are not limited to, rail and transit terminals, and ferry docks and landings.
- A description of proposed signage providing wayfinding along bicycle and pedestrian networks to designated destinations.

- A description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.
- A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.
- A resolution showing adoption of the plan by the city, county or district. If the active transportation plan was prepared by a county transportation commission, regional transportation planning agency, MPO, school district or transit district, the plan should indicate the support via resolution of the city(s) or county(s) in which the proposed facilities would be located.

The draft Plan adequately addresses these new criteria from the checklist.

The Class IV Bike Lane Concept

The Planning Commission supported the concept of studying Class IV bike lanes on Tiburon Boulevard in order to increase the likelihood that Tiburon Boulevard will be the primary bike route to Blackie's Pasture and points beyond, as opposed to Greenwood Beach Road, and endorsed adding an item to the draft Plan calling for a Class IV bike lane feasibility study.

As noted above, the Town studied a Class IV bikeway in the 2012 *Gap Study* along the south side of Tiburon Boulevard; this was designated Segment 8 in the *Gap Study*, which can be viewed on the Town's website under Government, the Forms & Documents. Segment 8 was found to have the following disadvantages:

- Emissions along arterial road would result in adverse conditions for many users
- High speed corridor would not provide a relaxing recreation amenity
- As a recreation route, noise levels would deter potential users
- It would be very expensive to construct

For these reasons, although Segment 8 was supported by POST and a number of Greenwood Beach Road residents in 2012, it was not generally supported by the Town Council at that time. (See minutes of June 20, 2012 and a Segment 8 graphic, attached as **Exhibit 7**). As a result, there are serious questions regarding physical installation of the Class IV project that have not been analyzed or addressed to date. It appears that a 12-foot minimum width Class IV bike lane might not fit in the space available in certain locations without reducing the width of Greenwood Beach Road or relocating Greenwood Beach Road toward adjacent residential properties. As noted above, based on the linear foot costs in the 2012 *Gap Study*, the cost of Class IV bike lanes from U. S. Highway 101 to Trestle Glen Boulevard on both sides of Tiburon Boulevard would likely be between $13 million and $52 million.

With respect to a Class IV bike lane feasibility study, the 2012 *Gap Study* cost $85,000. It analyzed an improvement distance of 13,500 linear feet of bikeways along various alternative routes that covered 5,100 feet along Tiburon Boulevard. Feasibility questions such as the physical fit of Segment 8 remained unanswered in the *Gap Study*. The proposed Class IV feasibility study would analyze approximately 18,400 linear feet of improvements along Tiburon

Boulevard. Using the linear foot cost for the 2012 *Gap Study*, the proposed feasibility study would cost roughly between $115,000 and $300,000. In comparison, the Town could install a Class II buffered bike lane (see **Exhibit 8**) on both sides of Tiburon Boulevard between its corporate limits and Trestle Glen Boulevard for approximately $90,000.

A vast majority of the length of a bike lane from U. S. Highway 101 to Trestle Glen Boulevard would be in the unincorporated County. Tiburon is ahead of the County of Marin in completing its Bicycle and Pedestrian Master Plan Update. The County Bike-Ped Advisory Committee decided that designating this bike lane for anything other than what it is already (proposed Class II) is premature absent additional study for feasibility and community discussion, in addition to engaging the roadway's owner, Caltrans. The County may decide to designate the corridor as a "special study zone" in its Bike-Ped Plan. County staff is of the opinion that the Board of Supervisors has already accepted the Recommendations of the 2012 *Gap Study*, and is therefore unlikely to support another study given the many needs for the limited funding available. However, no decision has been made on this matter at the County level.

Speed survey updates

Staff has received speed surveys conducted by the Tiburon Police Department on two weekend mornings in February in the area where Greenwood Beach Road reaches Blackie's Pasture. The average number of cyclists was about 25 each hour. The average speed was about 13 mph. There was one cyclist recorded at 30 mph on one morning. These findings would seem to corroborate the data received from the STRAVA software as presented earlier, indicating that perhaps 1% of bicycle riders exceed the speed limit and police enforcement of speeding would not be an effective tool.

ENVIRONMENTAL REVIEW

The Town retained the consulting firm of Leonard Charles and Associates to prepare an Initial Study (**Attachment B**) for the Bicycle Pedestrian Master Plan update project per requirements of the California Environmental Quality Act (CEQA). The project is the adoption of an updated BPMP. In the absence of adoption of an updated Plan, the 2008 Tiburon BPMP would remain in effect and the programs and improvements it proposes would be the assumed future with respect to impacts on the environment. The Initial Study largely compares potential impacts on the environment resulting from the 2016 BPMP proposed for adoption, as opposed to a continuation of the 2008 BPMP as the adopted Plan for the Town of Tiburon.

The Initial Study concludes that there is no substantial evidence to support a reasonable conclusion that adoption of the 2016 BPMP Update would result in a potentially significant adverse impact on the environment. Therefore, a Draft Negative Declaration has been prepared. The Initial Study and Draft Negative Declaration was released for public review on May 11, 2016 and the public comment period closed on June 6, 2016. The Commission received two letters (**Exhibits 9 and 10**) from Greenwood Beach residents commenting on the Initial Study. Caltrans also submitted a letter (**Exhibit 11**) on June 6, 2016, but it did not raise any environmental issues.

The inclusion of a "feasibility study" of Class IV bike lanes would not alter the CEQA findings, and neither would any of the other BPMP revisions recommended by the Planning Commission.

CORRESPONDENCE

The Town received many items of correspondence during the yearlong BPMP update process, primarily from Greenwood Beach Road neighborhood residents. These numerous items of correspondence regarding the merits of the draft Plan are set forth in reverse chronological order in **Exhibit 12**.

FOLLOW-UP ACTIONS

If adopted by the Town Council, Town staff will incorporate the approved revisions into the document and release a final version as adopted on July 20, 2016. Staff will also file a CEQA Notice of Determination for the project.

STAFF RECOMMENDATION

Staff concurs with the recommendations of the Planning Commission and recommends that the Town Council adopt the updated Plan incorporating those recommendations. Specific text incorporating those revisions is included in the draft Resolution (**Exhibit 1**).

Specifically, Staff recommends that the Town Council:

1. Hold a public hearing and take testimony on the project.
2. Deliberate on the draft Plan.
3. Move to adopt the Resolution.

EXHIBITS

1. Draft Resolution approving the project.
2. POST minutes of May 19, 2015.
3. POST minutes of January 19, 2016.
4. POST minutes (draft) of March 29, 2016.
5. Planning Commission Resolution 2016-08.
6. Planning Commission minutes of May 25, 2016.
7. Town Council minutes (excerpts) of June 20, 2012 with Segment 8 graphic.
8. Class II Buffered Bike Lane photograph.
9. Letter from Harry Heath regarding the Initial Study received May 25, 2016.
10. Letter from Bruce Abbott regarding the Initial Study received May 23, 2016.
11. Letter from Caltrans regarding the Initial Study received June 6, 2016.
12. Combined correspondence regarding the BPMP update in reverse chronological order.

ATTACHMENTS

A. Draft 2016 Bicycle Pedestrian Master Plan Update dated March 17, 2016.
B. Initial Study and Draft Negative Declaration dated May 2016.

Prepared By: Patrick Barnes, Director of Public Works/Town Engineer
Scott Anderson, Director of Community Development

RESOLUTION NO. XX-2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON ADOPTING AN UPDATED TIBURON BICYCLE AND PEDESTRIAN MASTER PLAN AND ADOPTING A NEGATIVE DECLARATION FOR THE PROJECT

WHEREAS, the Town Council of the Town of Tiburon does resolve as follows:

Section 1. Findings.

A. The Town of Tiburon is proposing to adopt a comprehensively updated Bicycle and Pedestrian Master Plan (BPMP), superseding the Plan adopted in 2008. The BPMP addresses a variety of issues related to bicycle and pedestrian transportation in Tiburon while meeting the California Bicycle-Transportation Act requirements for such Plans. The project is Town file S2016-03.

B. The Town prepared an Initial Study for this project and determined that a Negative Declaration was appropriate for the project pursuant to the requirements of the California Environmental Quality Act (CEQA).

C. The Parks Open Space and Trails Commission (POST), acting in its capacity as the Town's Bicycle and Pedestrian Advisory Committee, held two public workshops and a public meeting to take input from the public on the Plan update, and following its public meeting recommended adoption of the Plan to the Town Council.

D. On May 16, 2016, a Draft Negative Declaration was completed and notices of its availability were publicly posted and advertised in the Ark newspaper to announce a 21-day public review and comment period from May 16, 2016 to June 6, 2016 on the Initial Study/Draft Negative Declaration, in conformance with CEQA requirements. A notice of public meeting on the Draft Negative Declaration and the project was also publicly posted, published in the Ark newspaper, and mailed notice was also provided.

E. The Planning Commission held a duly noticed public hearing on May 25, 2016 and heard and considered testimony from interested persons. The Planning Commission found that no substantial evidence in support of a fair argument that the project would result in an adverse impact on the environment had been received, and that adoption of the Negative Declaration was in order. The Planning Commission further found that the Tiburon Bicycle and Pedestrian Master Plan Update would be consistent with polices within the Tiburon General Plan and recommended adoption of the updated Plan to the Town Council.

EXHIBIT NO. 1

F. The Town Council held a duly noticed public hearing on July 20, 2016 and heard and considered testimony from interested persons. The Town Council found that no substantial evidence in support of a fair argument that the project would result in an adverse impact on the environment had been received, and that adoption of the Negative Declaration was in order. The Town Council further found that the updated Tiburon Bicycle and Pedestrian Master Plan Update would be consistent with polices within the Tiburon General Plan.

Section 2. Adoption of Negative Declaration.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Tiburon does hereby adopt the Negative Declaration for the project and directs that a Notice of Determination be filed with the Marin County Clerk.

Section 3. Adoption of Bicycle Pedestrian Master Plan Update With Revisions.

BE IT FURTHER RESOLVED that the Town Council of the Town of Tiburon does hereby adopt the Bicycle and Pedestrian Master Plan Update, with the final adopted version to be dated July 20, 2016 and to incorporate the revisions to the March 17, 2016 draft document as follows:

1. Revise and incorporate Table 4-1 as set forth in attached **Exhibit "A"**.

   [Note: This revised table would incorporate Planning Commission recommendations to add Safe Routes to School signage and pavement markings on Greenwood Beach Road; closely monitor Project No. 2 (Blackfield Drive bicycle and pedestrian improvements) after installation for its safety and effectiveness; add a new project (Project 7A) designating the area along Tiburon Boulevard from U. S. Highway 101 to Trestle Glen Boulevard as a "special study zone" for the purposes of studying the feasibility of Class IV bike lanes along both sides of Tiburon Boulevard and the feasibility of relocation of the San Francisco Bay Trail from Greenwood Beach Road to Tiburon Boulevard]

2. Add Project 7A to Figure 4.1 (graphic showing general project locations).

3. Add Section 4.1.4 to read as follows:

4.1.4 Proposed Class IV Study – Separated Bicycle Routes

The Town of Tiburon recognizes that Tiburon Boulevard from U. S. Highway 101 to Trestle Glen Boulevard in a primary route and potentially a better future route for cyclists if it were improved. The Town recognizes that only a minor portion of Tiburon Boulevard in this segment is located within the Town's corporate limits;

however, Tiburon supports working with the County of Marin, Caltrans and other agencies to study the feasibility of building a Class IV bike system on both sides of Tiburon Boulevard from U. S. Highway 101 to Trestle Glen Boulevard. This study could also evaluate a Class I bikeway on one side of Tiburon Boulevard and a Class IV on the other side in those segments where such an approach would be more practical. The study could also evaluate the feasibility of relocating the San Francisco Bay Trail alignment to Tiburon Boulevard from Greenwood Cove Drive/Greenwood Beach Road in this segment.

4. Add Section 5.9.8 to Appendix A of the Plan to read as follows:

5.9.8 Bay Trail Project Grants

The Bay Trail Project has been the source of funds on three separate occasions for bicycle and pedestrian-related projects in Tiburon. In 2003 the Bay Trail Project funded a feasibility study for Class II bike lanes on Trestle Glen Boulevard. In 2005, it funded construction of bicycle and pedestrian improvements along Trestle Glen Boulevard. In 2011, the Bay Trail project funded the Bay Trail Gap Closure Feasibility Study.

More information: *http://www.baytrail.org*

5. Make incidental revisions as necessary to achieve consistency with the above-described revisions.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Tiburon on July 20, 2016, by the following vote:

AYES: COUNCILMEMBERS:

NAYS: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
ERIN TOLLINI, MAYOR
TOWN OF TIBURON

ATTEST:

_____
DIANE CRANE IACOPI, TOWN CLERK

Attachments: Exhibit "A": Revised Table 4-1

EXHIBIT "A"

Table 4-1: Proposed Bicycle Projects and Actions

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Project #1: Blackie's Pasture Connection	Blackie's Grove	Blackie's Pasture	Class IV (parking and buffer protected bikeway) and pedestrian path	0.03	$50,000 (Town of Tiburon Bay Trail Gap Study, 2012)	Improved pedestrian and bicycle path along access road south of the Blackie's Pasture parking lot; pave gravel shoulder that serves as on-street parking and provide a 4-foot wide striped buffer between the 10-foot wide multi-use path and the parking aisle. Move the existing fence approximately 4 feet to the south. (Town of Tiburon Bay Trail Gap Study, 2012). Add signage to advise bicyclists they are entering a neighborhood 'slow zone.'
Project #2: Tiburon Boulevard at Blackfield Drive/Greenwood Cove Drive	N/A	N/A	Intersection enhancements	N/A	$116,000	Bicycle and pedestrian intersection enhancements currently under study. Includes addition of a high-visibility crosswalk, pedestrian-activated Leading Pedestrian Interval, buffered bicycle lanes, dashed green bicycle lanes to indicate a mixing zone, and "bike box". (Safe Pathways to School). <u>The Town shall closely monitor this project following construction for its safety and effectiveness.</u>
Project #3: Greenwood Beach	Town/County Boundary	Blackie's Grove	Class III (bicycle route)	0.43	<u>$70,000</u>	Class III bike route signs should be changed to advise bicyclists of a

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Road	(approximately 150 feet south of Barbaree Way					neighborhood 'slow zone'; signs should direct faster bicyclists to use Tiburon Blvd.; and explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road or alert bicyclist to slow zone signs. Install Safe Routes to School signage and pavement markings along Greenwood Beach Road.
Project #4: Trestle Glen Boulevard	Tiburon Boulevard	Paradise Drive	Class II (bicycle lane)/Class III (bicycle route)	0.61	$2 million+	Class II bike lanes on both sides *or* a combination Class II/III with bike lanes on uphill direction.
Project #5: Tiburon Boulevard	Mar West Street	Lagoon Road/Cove Road	To Be Determined	0.01	$100,000	Improve transition from Class I facility on Tiburon Boulevard west of Mar West Street to Class II facility east of Mar West Street. Coordinate with planned signal or roundabout at this location.
Project #6: Paradise Drive	Mar West Street	East Town Limit near Agreste Way	Class III (bicycle route)	0.54	$10,000	Stencil or sign Class III bicycle routes
Project #7: Tiburon Boulevard	Town limits	Trestle Glen Boulevard	Class II (bike lanes)	1.0	$90,000	Subject to Caltrans and County approval; convert existing striped shoulder to Class II bike lanes
Project #7A: Tiburon Boulevard	U. S. Highway 101	Trestle Glen Boulevard	Class IV lanes (feasibility study only)	3.5	$200,000	Designate this corridor a "special study zone". In coordination with the County of Marin and Caltrans, study the feasibility of installing Class IV bike lanes on both sides and the feasibility of relocation of the San Francisco Bay Trail

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
						to Tiburon Boulevard from Greenwood Cove Drive and Greenwood Beach Road in this area.
Total Proposed Class I Bikeways				0.0	$0	
Total Proposed Class II Bikeways				1.61	$2,090,000+	
Total Proposed Class III Bikeways				0.97	$80,000	
Total Proposed Class IV Bikeways				0.03	$50,000	
Feasibility Study					200,000	
Total Other Proposed Bicycle Facilities				0.01	$216,000	
Total Proposed Bikeways				**2.62**	**$2,636,000+**	

* Planning level cost estimates are based on latest available actual implementation unit costs in the Bay Area, and include all design, environmental, and other costs. Many projects are undefined at this level, and the final type and scope of the project is yet to be determined. The estimates do not include any major right-of-way, environmental, or engineering costs that may be discovered in the feasibility design process. Costs from available feasibility studies are used where available.

MINUTES NO. 30
PARKS, OPEN SPACE & TRAILS COMMISSION
May 19, 2015
Regular Meeting
Tiburon Town Hall---Council Chambers
1505 Tiburon Boulevard, Tiburon, California

CALL TO ORDER

The regular meeting was called to order by Chairman Winkler at 6:00 PM, Tuesday, May 19, 2015 in the Town Hall Council Chambers, 1505 Tiburon Boulevard, 1st Floor, Tiburon, California.

ROLL CALL

Present: Chairman Winkler, Vice-Chair Allen & Commissioners Their, Feldman
Absent: Commissioner McMullen
Ex-Officio: Director of Public Works Barnes

ORAL COMMUNICATIONS

Kevin Roberts of 1800 Vistazo West presented an idea to place a fence between Tom Price Park and the Old Rail Trail. He asked the Commission to consider placing this item on the agenda at the next POST meeting.

Two other persons, Ellen Wittier of Belvedere and Evelyn Jeffery of Tiburon spoke in support of the fence at Tom Price Park.

MINUTES

Minutes of the April 28, 2015 special meeting were approved by a vote of 4-0.

COMMISSION AND STAFF BRIEFING

- None.

BUSINESS ITEMS

1. **Bicycle and Pedestrian Plan Update Community Workshop (PB)**
   - Director Barnes introduced the item.

EXHIBIT NO. 2

- Bruce Abbott of 458 Greenwood Beach Road spoke regarding the limited notice he received of the meeting. Director Barnes responded that this was a properly noticed meeting, that it was a regularly scheduled POST meeting, that in addition to the posting staff had sent over 30 notices to individuals and organizations in early May. Director Barnes stated that notices to HOAs had gone out later on Friday May 15, 2015.
- Scott McDonald of Transportation Authority of Marin Provided the background for the master plan update.
- Alexandra Sweet briefed the Commission and audience on existing elements of the master plan, what type of input the team putting together the master plan was looking for and the process for the evening
- The participants then held a breakout session with maps, charts and elements of the master plan, general discussion was held and idea generated.
- The group reconvened and Alex Sweet discussed next steps.
- During the session and during the next steps section Ms Sweet and Director Barnes provided two ways for citizens to provide input to the master plan. One important aspect of next steps was getting further responses via a survey at www.Surveymonkey.com/s/bikeped_tiburon. Other comments can be sent to Director Barnes at pbarnes@townoftiburon.org.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:20 P.M.

_____
PETER WINKLER, CHAIR
Parks, Open Space & Trails Commission

ATTEST:

_____
PATRICK BARNES, ACTING SECRETARY

MINUTES NO. 32
PARKS, OPEN SPACE & TRAILS COMMISSION
January 19, 2016
Regular Meeting
Tiburon Town Hall---Council Chambers
1505 Tiburon Boulevard, Tiburon, California

CALL TO ORDER

The regular meeting was called to order by Chairman Winkler at 6:00 PM, Tuesday, January 19, 2016 in the Town Hall Council Chambers, 1505 Tiburon Boulevard, 1st Floor, Tiburon, California.

ROLL CALL

Present: Chairman Winkler, Commissioners Feldman and McMullen
Absent: Vice-Chair Allen and Commissioner Their
Ex-Officio: Pat Barnes, Director of Public Works/Town Engineer; Scott Anderson, Director of Community Development; Michael Jones, ALTA Planning + Design; Scott Greely, Transportation Agency of Marin (TAM)

ORAL COMMUNICATIONS

- There were none.

MINUTES

Minutes of the November 17, 2015 regular meeting were approved by a vote of3-0.

COMMISSION AND STAFF BRIEFING

- There was none.

BUSINESS ITEMS

1. Bicycle and Pedestrian Master Plan (BPMP) Update: Public Meeting and Community Workshop to discuss proposed projects forinclusion into the Master Plan update.

    - The Bicycle and Pedestrian Master Planproject list was presented and public comment was received, primarily regardingGreenwood Beach Road neighborhood concerns about bicycle volume and safety and the Hacienda Drive trail improvements item
    - The workshop phase of the meeting was conducted using largescale map on the wall for participants to identify specific areas of concern. Identified areas of concern focused on the Greenwood Beach Road neighborhood and the Hacienda Drive area in the vicinity of the Ridge trail gap.
    - After the close of public commentfollowing the workshop, the Commission made the

EXHIBIT NO. 3

recommendation that all projects should remain on the list, but some should be modified.

- The following recommended modfications were made by consensus of the Commission:
  - Project #3, Greenwood Beach Road, should be rewritten to:
    - Class III bike route signs should be changed to add signage to advise bicyclists of a neighborhood 'slow zone'.
    - Signs should direct faster-moving bicyclists to use Tiburon Boulevard.
    - Explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road or alert cyclists to slow zone signs.
  - Project #1, Blackie's Pasture connection, should be modified to advise bicyclists that they are entering a neighborhood 'slow zone'.
- Also by consensus of the Commission, the Commissioners set the order of project priorities to be the following:
  - First priority should be Project #3, Greenwood Beach Road
  - Second priority should be Project #7, Tiburon Boulevard
  - Third priority should be Project #1, Blackie's Pasture Connection
  - Last priority should be Project #4, Trestle Glen Boulevard
- The Commissioners selected Project #3 (Greenwood Beach Road) and Project #7 (Tiburon Boulevard) for further study pursuant to the TAM contract with ALTA.
- The Commissioners determined Project #12 (Tiburon Ridge Trail) should be last priority for pedestrian projects.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:32 P.M.

_____
PETER WINKLER, CHAIR
Parks, Open Space & Trails Commission

ATTEST:

_____
PATRICK BARNES, ACTING SECRETARY

Joyce Tayer, a Reedlands resident, expressed support but was concerned about bicyclists and skateboarders using the path because of the potential for collisions with pedestrians. Kathy MacLeod said she would want to see the pathway open for bicycle use as it was lengthy and not all people are mobile.

Tobey, a Tiburon child, expressed support for the path but also wanted a bicycle bridge crossing Tiburon Boulevard from the end of the railroad berm.

There being no further public comment, the item was returned to the Commission.

Commissioner McMullen said he thought the proposal would be less inviting than the current unimproved berm for bicyclists to abuse because of the gravel ballast and increased usage by pedestrians. He applauded the Tiburon Peninsula Foundation (TPF) efforts and those of the proponents and expressed his support for the project as proposed.

Commissioner Thier also thanked the TPF and expressed support for the project.

Vice Chair Allen said the proposal builds on other recent successes at Blackie's Pasture, including the earlier TPF clean-up work and the just-installed picnic table areas, and extended his thanks to the sponsors along with his support for the proposal.

Commissioner Feldman indicated that this was a great project and clarified that some of the remaining outstanding issues, such as initial funding and on-going maintenance, would need to be resolved by the Town Council.

M/S (Their/McMullen) to forward the Town Council the Commission's strong recommendation of support for the project as presented, subject to resolution of the outstanding issues as described in the written staff report. Motion carried 5-0.

2. BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE: Review and Make Recommendations to the Town Council regarding Adoption of the Master Plan Update

Director Barnes presented the staff report using a slide show and responded to questions from the Commission.

Chair Winkler stated that at the Commission's direction, changes were made to the draft Plan following the January 2016 workshop, especially with respect to slowing down fast-moving cyclists when using Greenwood Beach Road and potentially diverting them onto Tiburon Boulevard. He assured those in the audience that their concerns had been heard and the Commission and Plan revisions were responsive to those concerns.

EXHIBIT NO. 4

Harry Heath, Greenwood Beach Road resident since 1959, stated that he was glad to see the proposed Class II bike lane proposed on Tiburon Boulevard and the other steps proposed to slow down cyclists using Greenwood Beach Road. He expressed dissatisfaction that the Commission Chairman was not a Tiburon resident.

Kathy MacLeod, Belveron resident, opined that children need to be considered and that for safety reasons they should be using Greenwood Beach Road and not Tiburon Boulevard. She stated that sharrows or striping would help educate riders and improve safety.

Bruce Abbott, Greenwood Beach Road, stated that the situation on Greenwood Beach Road with respect to cyclists is not static and is worsening as the years go by. The neighborhood has no objection to children riding their bicycles on the street, nor people using it to reach work destinations by bicycle. He objected to the explosion of recreational users that is spiraling out of control and creating safety problems, and indicated the Greenwood Beach Road situation demands a CEQA analysis. Speeding bicyclists and large numbers of them, often rude, are creating a powder keg in the neighborhood with a short fuse.

Sidsel Moeller stated that the Bay trail users are making the situation on Greenwood Beach Road intolerable; bikes don't yield and are often verbally abusive to residents. She insisted that the Bay Trail alignment be moved off Greenwood Beach Road.

Pam Snellgrove, Greenwood Beach Road, praised the Town and community for the beatification of the Blackie's Pasture area in recent decades. She thanked the Commission for the beginnings of a response with the changes to the Master Plan since the last meeting. She asked the Town to support its residents in having the Bay Trail relocated and to work with the County of Marin to address signage and other issues that were encouraging use of Greenwood Beach Road by cyclists. She requested that the neighborhood have a dialog with Town staff prior to approving any of the signs proposed to discourage fast riders from using Greenwood Beach Road, as the neighborhood had a keen interest in exactly how the signs would be worded. She also suggested alerting the bicycle clubs to the problem and enlisting their cooperation in changing the behavior of, and the route used by, their members.

Patrick Seidler, representing Transportation Alternatives for Marin, requested that the Plan contain mention of a Class IV bike path along Tiburon Boulevard and East Blithedale Avenue from Blackie's Pasture in Tiburon to Camino Alto in Mill Valley. Mr. Seidler stated that this would allow him to apply for grant funding to study this bike path. Mr. Seidler mentioned federal money and past projects promoted by Transportation Alternatives for Marin. Mr. Seidler stated the grant money would come through the

Transportation Authority of Marin (TAM). Mr. Seidler described the Class IV project as plastic and paint that could easily be removed.

The Commission commented that it was very later in the process to raise such a suggestion; that two public meetings had been held starting in May 2015 and that this was the first mention of a Class IV path concept along Tiburon Boulevard. Mr. Seidler recognized that he was raising this idea late in the process. He stated that he had been busy over the past year resolving threatened litigation against SMART regarding the bike facilities along the SMART route that had been promised but not built.

Commissioners noted that nearly all of the length of the Class IV route that Mr. Seidler was discussing was outside the Town of Tiburon. Mr. Seidler recognized that the majority of the path was in the County not the Town, but he stated that regional consistency was important. Regarding consistency, staff noted that the Town's draft Plan includes a Class 1 path along Tiburon Boulevard from East Strawberry Drive to Greenwood Cove Drive, and a Class II bike lane along Tiburon Boulevard from Greenwood Cove Drive to Blackie's Pasture. The County's draft Bicycle and Pedestrian Master Plan also contains these elements. The Town and County Bicycle Plans are consistent. Mr. Barnes also noted that the Class 1 path from East Strawberry Drive to Greenwood Cove Drive was similar to what was being proposed [the Class IV route], and extended over a much smaller distance, yet had an estimated price tag of $2.6 million. The Class IV proposal would have a much higher cost than that.

Extensive discussion ensued by the Commission on the Class IV bike path request. Commissioner Thier moved to include language that would encourage the Town's participation a study of a Class VI route. Mr. Seidler repeated that this action needed to recommend a Class IV bike lane running from U. S. Highway 101 to Blackie's Pasture.

Commissioner McMullen noted that this Class IV proposal seemed to be a new and very different project than those in the draft plan. He felt this proposal was sufficiently new and different such that the public should receive notice of it and have the opportunity to comment.

The consensus of the Commission was that this particular suggestion, because of its late-breaking nature and the lack of any information or analysis being available or any opportunity for public input on it, be discussed separately by the Commission at a future meeting and not included in the draft Plan moving forward to the Planning Commission and Town Council. Commissioner Thier modified her motion accordingly.

M/S (Thier/McMullen) to recommend adoption of the Bicycle Pedestrian Master Plan to the Town Council as submitted. Motion carried 5-0.

RESOLUTION 2016-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF TIBURON RECOMMENDING TO THE TOWN COUNCIL ADOPTION OF AN UPDATED BICYCLE & PEDESTRIAN MASTER PLAN FOR THE TOWN OF TIBURON

WHEREAS, the Town of Tiburon has initiated an update of its Bicycle & Pedestrian Master Plan, most recently updated in 2008; and

WHEREAS, a draft of the proposed Bicycle & Pedestrian Master Plan was released for public review on March 17, 2016; and

WHEREAS, an Initial Study and Draft Negative Declaration have been prepared for the project pursuant to the California Environmental Quality Act, and the Planning Commission has considered said document and any comments received thereupon in making its recommendation to the Town Council; and

WHEREAS, notice of the Planning Commission's public hearing on the Bicycle & Pedestrian Master Plan Update was published in the The ARK newspaper and other noticing was provided as required by law and custom; and

WHEREAS, the Planning Commission held a duly-noticed and advertised public hearing on May 25, 2016, at which it considered any testimony received from the public; and

WHEREAS, the Planning Commission finds that the updated Bicycle Pedestrian Master Plan is consistent with the Tiburon General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the Town of Tiburon does hereby recommend that the Town Council consider the Commission's suggested modifications to the Bicycle and Pedestrian Master Plan as set forth in attached Exhibit "A", and further recommends adoption of the updated Bicycle and Pedestrian Master Plan, attached hereto as Exhibit "B" and incorporated herein, subject to any modifications by the Town Council in consideration of the recommended modifications set forth in attached Exhibit "A" and in the adopted minutes of the Planning Commission meeting of May 25, 2016.

PASSED AND ADOPTED at a special meeting of the Planning Commission of the Town of Tiburon held on May 25, 2016 by the following vote:

AYES: COMMISSIONERS: Kulik, Weller, Welner, Williams

EXHIBIT NO. 5

NAYS: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Corcoran

DAVID KULIK, CHAIR
Tiburon Planning Commission

ATTEST:

SCOTT ANDERSON, SECRETARY

Attachment: Exhibit "A", Proposed Planning Commission Modifications
Exhibit "B", Draft Bicycle and Pedestrian Master Plan

EXHIBIT "A"

The Planning Commission recommended that the Town Council consider making the following modifications to the draft Bicycle & Pedestrian Master Plan dated March 17, 2016:

1. Addition of Safe Routes to School signage and pavement markings along Greenwood Beach Road. This can be incorporated as a modification to Bicycle Project #3.

2. Addition of a new Bicycle Project that would call for a study of future Class IV bike lanes along Tiburon Boulevard between U. S. Highway 101 and Trestle Glen Boulevard on the north and Blackie's Pasture Road on the south side.

3. That the Town Council supports the relocation of the Bay Trail alignment to Tiburon Boulevard from Greenwood Beach Road over time as it becomes feasible.

4. That the Town Council recognizes the critical nature of bicycle and pedestrian improvements at the Blackfield Drive intersection with Tiburon Boulevard, and closely monitors the effectiveness of Bicycle Project #2 planned for construction later this year.

5. That the Bay Trail Project is added to Appendix A as a funding source for future bicycle and pedestrian improvements by adding a new Section 5.9.8 entitled "ABAG's Bay Trail Project Grants".

PLANNING COMMISSION
MINUTES NO. 1064
Regular Meeting
May 25, 2016
Town of Tiburon Council Chambers
1505 Tiburon Boulevard, Tiburon, California

CALL TO ORDER AND ROLL CALL:

Chair Kulik called the meeting to order at 7:35 p.m.

Present: Chair Kulik, Vice Chair Williams, and Commissioners Weller (arrived at 7:40 p.m.) and Welner

Absent: Commissioner Corcoran

Staff Present: Director of Community Development Anderson and Director of Public Works/Town Engineer Patrick Barnes

ORAL COMMUNICATIONS:

There were none.

COMMISSION AND STAFF BRIEFING

Director of Community Development Anderson stated that Item 3 has been continued to June 8th and there is a possibility that the applicant will seek another extension to work out concerns with neighbors. If the item does not return on June 8th, staff has no items for the June 8th meeting and may end up cancelling it. Staff will keep the Commission posted on that issue.

PUBLIC HEARING

1. Tiburon Bicycle and Pedestrian Master Plan Update: Review Draft Plan and Make Recommendations to the Town Council Regarding Adoption; Consider Initial Study and Draft Negative Declaration in Making the Recommendation [PB, SA]

Director of Community Development Anderson stated this update is part of a coordinated countywide effort funded by the Transportation Authority of Marin, which has retained the firm of Alta Planning + Design to update all bicycle and pedestrian master plans throughout Marin County.

A major benefit of the updated plan is that it would enable the Town to qualify for certain grants and monies that it might not otherwise be eligible for. Scarcity of funds is the primary reason why improvements to bicycle and pedestrian infrastructure do not occur.

EXHIBIT NO. 6

The current plan was adopted in 2008. The formatting of the plan will stay the same. There are several projects listed in the 2008 plan have been completed, several have been carried over into the proposed plan, and there are a limited number of new projects being proposed.

The POST Commission, acting in its capacity as the Town's Bicycle and Pedestrian Advisory Committee, held a workshop on May 19, 2015, another workshop in January, 2016, and held a public hearing in March, 2016 on this master plan update. The January workshop had the POST Commission determining which projects should be included in the master plan update and provided a ranking of those projects, which are more likely to be funded if listed as top priority.

The POST Commission received numerous public comments regarding bicycle use of Greenwood Beach Road, as the residents complained about the number and speed of cyclists using that road, objected to the nearby Bay Trail signs, and wanted to have Greenwood Beach Road removed as part of the Association of Bay Area Government's (ABAG) Bay Trail. That would leave Tiburon Boulevard as the only realistic alternative for bicyclists trying to reach Blackie's Pasture, Old Rail Trail and points beyond.

The POST Commission reached consensus that Greenwood Beach Road should be primarily used for slower-moving cyclists that would include school children, tourists who ride into town, and POST believed that cyclists wanting to travel much more quickly should use Tiburon Boulevard. POST therefore made some changes to the draft plan and added some provisions for signage that would include entering a neighborhood "slow zone," They also elevated the priority of the Tiburon Boulevard Class II project to just below that of the Greenwood Beach Road signage project.

At the March 29th public hearing, POST described the changes they had suggested to the plan. The general reaction of Greenwood Beach residents was that those changes were inadequate; however, comments made by others at the meeting indicated that because the road is heavily used by bicyclists and children, sharrows, striping or other devices used to educate riders and improve safety should be added to Greenwood Beach Road.

One speaker also put forth a proposal for a Class IV protected bike lane along Tiburon Boulevard; the entire length from Blackie's Pasture and Trestle Glen down to the Town's western boundary and beyond, all the way to US Highway 101, continuing on into Mill Valley. POST found that to be late in coming forward, a very expensive project and not much known about it, and they voted to send the draft plan onto the Town Council without including it, but agreed they would look at that at a future meeting as something perhaps to be considered for the future.

Director Anderson stated that staff has additional information regarding the Class IV proposal should the Commission decide to engage in a discussion of that proposal this evening. The proposal is not addressed in the CEQA Initial Study since it is not part of the draft plan.

In terms of the actual bike improvement projects proposed in the plan, there are eight projects, seven of which are in Tiburon and one in the unincorporated area near the Westminster

Presbyterian Church in Strawberry. Staff has included the full description of those in the written staff report.

With respect to pedestrian projects, four are listed and all are in Tiburon; two are path improvement projects, one is a project to close gaps in the Ridge Trail, and one project involves crosswalk improvements in the downtown area.

Director Anderson noted that the State of California has certain requirements that bicycle and pedestrian master plans must address and those criteria were listed in the plan itself. Staff and the consultant reviewed those and believe the plan complies with the criteria required under the California Bicycle Transportation Act.

In terms of environmental review, the Town retained the firm of Leonard Charles and Associates to prepare an Initial Study and under CEQA. The project is the adoption of an updated Bicycle and Pedestrian Master Plan. The baseline used is a comparison of potential environmental impacts that result from adoption of the project versus continuing on with the current 2008 Plan. Therefore, the Initial Study compared the potential impacts of the two different Plans and found that the draft plan contains measures that would act to ameliorate existing bicycle conditions on Greenwood Beach Road that are not addressed in the adopted plan and found there would be no worsened impact as a result. The Initial Study concluded there is no substantial evidence to support a reasonable conclusion that adoption of the updated Plan would result in a significant impact on the environment, and staff has prepared a Draft Negative Declaration. The Commission's role is to consider the environmental documentation, but the Town Council will serve as the body that takes action and adopts the Negative Declaration should it choose to adopt the updated Plan.

Over the past several months, staff has received several items of correspondence and a petition. Additional items submitted recently include a Greenwood Beach resident letter that was included in the packet, as well as additional correspondence received this date.

In terms of future action, after the Commission has completed its review and made its recommendation, the Town Council will hold a public hearing and take action on the plan.

Staff's recommendation to the Planning Commission is to accept public comment on the draft updated Plan and the Initial Study, make comments and/or revisions to the document and forward recommendations on the draft master plan update to the Town Council. Director Anderson asked if there were any questions from the Commission.

Vice Chair Williams referred to the proposed text addition to the Plan the Commission received this week from Transportation Alternatives of Marin and from residents on Greenwood Beach Road regarding studying Class IV lanes on Tiburon Boulevard. In response, Staff indicated that Class IV bike paths would be a very expensive proposition. The proposed text received this week is different than what was proposed to the POST Commission in that it is limited to a "feasibility study" to determine how feasible the infrastructure project would be, rather than adding the actual construction project to the draft Plan. Commissioner Williams asked if staff

was able to estimate the cost of the study, as it sounded to her that funding is available for feasibility studies from outside agencies, and it could even be a pilot project.

Director Anderson stated the revised text has the advantage of not raising any CEQA issues as it only calls for a study, but in terms of the actual information on Class IV lanes, he deferred to the Public Works Director to respond.

Patrick Barnes, Public Works Director/Town Engineer, stated the TAM letter asks for a feasibility study on the project. Originally, what was presented to POST was not just a feasibility study, but requesting the Town to install a Class IV path. Originally it was suggested to run from Camino Alto in Mill Valley to Trestle Glen on the south side of the road only, and now it is proposed from U.S. Highway 101 to Trestle Glen, but would be Class IV lanes on both sides of the state highway. He said most of this distance in the County and all of it is in Caltrans' jurisdiction, and the question is who should be leading that study. Not counting the Mill Valley section, approximately only one-third of the segment distance is located in the Town of Tiburon.

Director Barnes stated that coincidentally, a Class IV path is similar to a Class I bike path. It would be very similar to what was studied under Segment 8 of the Gap Study (2012). Segment 8 was reviewed and was not looked favorably upon by the Town Council. Therefore, it was not further studied in this draft Plan update. The feasibility aspects have not been studied as to how a Class IV path would fit without relocation of Greenwood Beach Road toward people's homes on that street.

Regarding the cost of the study for Class IV pathways, he believes $100,000 was tossed around, but he cannot be sure of this figure. He knows the Town can actually install the Class II bike lanes on Tiburon Boulevard for less than that amount. He apologized for the error contained in the draft Bicycle and Pedestrian Master Plan, which states it is $237,000 to install buffered Class II bike lanes on Tiburon Boulevard in the Town's jurisdiction, and this number should be $90,000. The County is also putting the Class II lanes project in its BPMP, and Caltrans is in agreement with Class II bike lanes. He believes a Class II bike lane on Tiburon Boulevard can be achieved for the cost of a feasibility study on the Class IV bike lane. This Class II project was also the number two project recommended by POST to help remove bicycles from Greenwood Beach Road.

Chair Kulik referred to information concerning CEQA. He believes that it was necessary to have a departure from the status quo in order to find that a project would result in adverse impacts. If there is amelioration of impacts contained in the proposed project as compared to the status quo, he asked if this would generally lead to a Negative Declaration.

Director Anderson stated a Negative Declaration would confirm that by adopting this updated Plan, the Commission would not be creating any new or substantially worse impacts compared to what the Town currently has in place with the adopted 2008 plan.

The public hearing was opened.

Bob Ravasio, Chair of the Corte Madera Bicycle Pedestrian Advisory Committee and former Corte Madera Councilmember, said he was speaking on behalf of the Transportation Alternatives of Marin and is an advocate for bicycle use. He clarified that TAM is asking that the bike plan include a project to "study" a Class IV lane on either side of Tiburon Boulevard to Trestle Glen Boulevard. They are not asking for money or for a project to be built as an addition to the Plan. He noted that if the study is contained in the Plan, it increases the likelihood of securing funding. He said safe and separate Class IV bike paths will increase the use of bicycles everywhere, as well as pedestrian use. This has been well-documented and the paths are not only for bicyclists but also for school children, commuters, and people trying to get around town. Secondly, creating a separate bike path along Tiburon Boulevard solves the Greenwood Beach Road issue, which is dangerous. He noted that the Town already studied this as part of the Bay Trail Gap Study in 2012. He stated that multi-jurisdictional cooperation is possible and that it is happening right now in Corte Madera with a North-South Greenway bicycle project. He believed the Class IV lanes were feasible and asked the Commission to support adding the proposed language from TAM calling for the Class IV study.

Vice Chair Williams asked who spearheads the funds if they become available.

Mr. Ravasio stated that Transportation Alternatives of Marin looks for funding and can advise the Town of available funding. Corte Madera approved its bike-ped plan with a number of projects a few weeks ago and is applying for grants as there is a lot of money available. It is extremely important to have language in the Plan so that Tiburon can apply for funding and eventually have improvements built.

Bruce Abbott, Greenwood Beach Road, submitted a packet on behalf of the Greenwood Beach Homeowners Association, setting forth their concerns and suggestions. He noted the level of bicycle activity on this road has been growing dramatically, especially with the introduction of Route 10 down their street. It has now reached dangerous levels and intensifies each year. He said the status quo was based on a 2008 plan and is an inaccurate environmental evaluation because bike traffic increases every year. He counted over 1,000 bikes a day on the road, which is narrow, winding, and dangerous, with homes built immediately adjacent to the street. He said he understands the Town promotes the use of bicycles, but said Greenwood Beach Road homeowners are adversely impacted. He endorsed Mr. Ravasio's comments and pointed out that if the Commission approves Class IV paths, he asked that it be done safely, responsibly and properly. The study suggested by the Transportation Alternatives of Marin is responsible and funding is available, and he asked to include the language in the Plan on behalf of his homeowners association.

Wendi Kallins, Program Coordinator for Safe Routes to Schools Program, said they have a task force consisting of Tiburon and Belvedere residents and are looking at ways of making it safer for kids to be able to walk and bike to school. The task force agrees that many Greenwood Beach Road bicyclists should be routed onto Tiburon Boulevard; however, at this point, they need to address school children who need to be off Tiburon Boulevard. She understands that the Greenwood Beach neighborhood does not have a problem with school children using the street and she requested creating a school route on Greenwood Beach Road with signage and markings for a school route.

Ms. Kallins said the purpose of the signage and striping is that it lets drivers know that school children are present during school hours and it also lets the students know where they should be walking and biking. The specific signage does not encourage any other type of bicycling on Greenwood Beach Road, and she said the task force's main concern is school children using the road. She then distributed examples of State of California-approved signage to the Commission and noted that the same signage was installed and is very effective in Fairfax and on Sycamore Avenue in Mill Valley.

Vice Chair Williams asked and confirmed that Ms. Kallins is requesting the school-route-related signage be added to the plan.

Maureen Gaffney, San Francisco Bay Trail project planner, said they funded the original 2012 Bay Trail Gap Closure Feasibility Study to look at ways to improve safety and experience for everyone. At the request of the Town and the consultants, they added the segment on Tiburon Boulevard to the Gap Study. She said the Bay Trail's mission is a Class I fully-separated pathway as close to the shoreline as possible and Tiburon's Old Rail Trail is exactly what the Bay Trail strives for. The staff recommendation was for several improvements on Greenwood Beach Road, which included a pedestrian pathway and other improvements that were very expensive. This is one of the reasons Tiburon Boulevard was also studied. She stated that while Tiburon Boulevard was not chosen as the Bay Trail route in the Bay Trails Plan, her organization is open to the construction of a Class I facility along Tiburon Boulevard as an alternative to Greenwood Beach Road. Until such time as that may happen, school children and slower bicyclists will continue to bike on Greenwood Beach Road and improvements would help. The Bay Trail hopes to continue to work with the Town of Tiburon, is happy to see the recommended projects in the plan, and hopes to have the Class I plan constructed between Greenwood Cove Drive and East Strawberry Drive as well.

Vice Chair Williams asked and confirmed that Ms. Gaffney also wanted to include language in the plan referencing the Bay Trail project as a source of funds for improvement projects listed in the Plan.

Kathy MacLeod said the path is for everybody and said it would be great to have green bike lanes on Tiburon Boulevard, but she thinks bicyclists should be able to continue to use Greenwood Beach Road and have the sharrows added for the safety of the kids. The Plan currently does not recommend anything about sharrows and it asks bicyclists to slow down and does not necessarily direct drivers to slow down and watch for bicyclists. She suggested more "CAUTION" signs on Greenwood Beach Road to promote bicycling and safety. She also was in favor of Class IV bike lanes on Tiburon Boulevard and supported including a study of these in the Plan to determine their feasibility. Ms. McLeod presented to the Commission a petition supporting improvements for safety along Greenwood Beach Road.

Kathleen Gouveia said her son Ryan is a 5th grader and they used to live on Greenwood Cove Road for about two years and experienced what it was like to ride on the road and cross over Tiburon Boulevard during rush hour. Her son proposed an alternate route and came up with a map showing a safe bike route, and she submitted the map to the Commission. The map shows

the route that goes down Greenwood Cove Road on a dedicated path for school children riding on the right side of the road. Cars would be removed from the right side and not impinging on residents. It would then either reverse direction on the median or on Tiburon Boulevard and extend back to Blackie's Pasture.

Ms. Gouevia said her son also proposed crossing over Tiburon Boulevard behind Sweet Things, with a safe crossing attaching two existing bike paths, which would then create a loop that goes up behind Bel Aire School and up Corte Palos Verdes and down Reed Ranch Road, with a dedicated path for school children that would then somehow safely cross Tiburon Boulevard over/under/through/on to be determined, and then it would go back to Reed School and Del Mar School, creating a circuit for the children so they could have safe routes to ride their bikes to and from practice for sports and to and from school.

Ryan Gouveia presented his map to the Commission and said he rides to school almost every day or walks and people often open their car door, which affects bicyclists; he said kids bike through the Tiburon Boulevard intersection at Blackfield Drive and often times there have been close calls. He suggested making a path behind Peet's Coffee and behind Nugget Market, and described proposed routes from his map.

Ms. Gouveia said they want to submit the plan and said there is a fire road and shortcut on Cayford Drive that could create a sub-path.

Angela McInerney, Mount Tiburon area resident, thanked staff for responding to her numerous emails and said she is speaking on behalf of all middle and high school kids in Tiburon who are trying to get safely from their homes to school by biking or walking. She is also here speaking for herself and neighbors because there is no safe connection from her neighborhood to the main arteries like Old Rail Trail and Blackie's Pasture.

She was hopeful when she read the goals and objectives of the plan which calls for "a Town-wide network of bicycle and pedestrian facilities including sidewalks, paths, bike lanes, bike routes, along with bicycle and pedestrian-related programs and support facilities intended to ensure bicycling and walking become viable and transportation options for those who live, work and recreate in Tiburon." However, Ms. McInerney said she was ultimately disappointed with the proposed projects list. While goals and objectives seem to add to the safety and connect to hillside neighborhoods with main pathways, in fact there are only a couple of pedestrian related projects and no bike related projects in the hillside neighborhoods.

She said many students and commuters use Lyford Drive to get to work, school and main arteries. She said the speed limit is too high on Lyford Drive and there are no surface markings for bike lanes. She proposed the inclusion of an additional project to the Plan for Class II bike markings on Lyford Drive as well as road signage to remind drivers of the school zone and that the speed limit is 25 mph.

She also supports using Greenwood Cove Road as a Safe Routes to School route, as two of her children will attend Bel Aire School next year, and she also supports the proposal to create a Class IV divided bicycle lane and route along Tiburon Boulevard. Many kids still do not have

safe routes to school and the Plan does not do enough to create a network or connect pathways as the goals intended. If the Town truly wants to create a culture of biking and walking in Tiburon, they need to connect hillside houses with main pathways.

Harry Heath said he is a Greenwood Beach Road homeowner and said he knows Greenwood Beach Road is included in the Plan and the Town is intent on keeping bicycles on the road, but the negative declaration does not address the negative impacts on Greenwood Beach Road. He also noted a problem with Blazing Saddles, which is a company that has four units in San Francisco and they are adding to the bike traffic on Greenwood Beach Road. Residents on his street have environmental concerns with their quality of life being impacted by noise and bicyclists. Lastly, the Town has an opportunity to address the environmental issues in the Plan, which should be resolved, and suggested Tiburon Boulevard as a better bike route than Greenwood Beach Road. He also noted that Bay Trail representatives put up signage on the road, which homeowners did not approve or know about in advance.

Graciella Placek said she agrees with all comments expressed tonight and supports having the route go along Tiburon Boulevard with improvements. She agrees with Ryan Gouveia's comments regarding the need to study routes in the hillside areas for kids to travel safely to and from school.

Margot Geitheim said she has been biking for many years and when her kids were old enough, she began biking to work and did not have to pay for expenses related to a car. She encouraged the Commission to plan and think "big" on the plan. She said safety is important and that biking is a sustainable way of life, and she thinks the Plan would produce reductions in air pollution.

Sidsel Moeller, Greenwood Beach Road, said she does not know anybody on her road that is against children biking to school, but the residents are against being part of the Bay Trail, and the tourists who rent bikes from Blazing Saddles come by the thousands, with more and more every weekend. Last weekend on Sunday they had a bike race on her street and some participants had set up stations right outside their homes as well as a juice bar, and neighbors had to call the police because bikes blocked the turn-around for cars. The problems are increasing and she asked the Commission to approve the use of Tiburon Boulevard with signage and include the additional text proposed by TAM.

Dave Hamner, Mt. Tiburon Road, said his family had a near-tragic incident on Mt. Tiburon Road on their way walking to Reed School last year. They recently engaged the Police Chief, and Mr. Hamner said he appreciates everything the Town is doing. He thinks there needs to be some safety improvements and improved access. He said they have a single ingress/egress situation in their neighborhood and it is not safe for pedestrians or bicyclists, and asked for a safe route to school for children and additional signage.

Chris Petri said he and his wife have lived on Greenwood Beach Road for 10 years and they love seeing the kids on their road and said most of the Blazing Saddle rental users are well-behaved and are moving at a manageable pace, but they would be better served on Tiburon Boulevard. He said they live at the bottom of the hill just before getting to Blackie's Pasture and the road bicyclists fly down the hill seven days a week. His wife almost hit some bicyclists while trying to

back out of their garage and he thinks the police are called for quite a few accidents. He said much of the parking is taken up by Audubon Society visitors and special event parking, and by Kol Shofar event overflow parking. He stated that on Greenwood Beach Road there are anywhere from 4 to 6 cars parked throughout the day from people who are either running, biking, walking their dogs, or taking their bikes to the downtown, and they are using the road to park on instead of using Blackie's Pasture parking lots. On the other end of Greenwood Beach Road there is limited parking. Whenever there is an event at Blackie's Pasture, parking extends all the way up and down Greenwood Beach Road. Mr. Petri said he loved the signage proposed but he did not believe that bicyclists would pay attention to the signs and he urged the Commission to work with TAM on added language and move the path up to Tiburon Boulevard.

Commissioner Weller asked Mr. Petri if he could assess the volume of bike riders on Greenwood Beach Road during the week versus weekends.

Mr. Petri said he thinks there is more traffic on the weekends, but the use of the road is still seven days a week. He is up and down the road throughout the day and there is a constant flow. Starting around 2 PM to 6 PM, the road is packed with bicyclists and on weekends the road is packed with groups of bicyclists ranging in number from two to twenty. There is a steady increase of bikes and he thinks people now have flexible schedules so the road is constantly impacted.

Beverly Harper, Greenwood Beach Road, said she is a dog walker and retired professional scientist and supports school children using the road, but was concerned about their safety. She questioned how long it would take to make the improvements as she has had some near misses with children biking on the wrong side of the street. Her biggest concerns are with road bicyclists and their speed, and said a Class IV bike lane on Tiburon Boulevard is needed. She is also concerned that when getting to the end of Greenwood Beach Road bicyclists must negotiate the parking lot, which is dangerous. She asked that a Class IV bike lane go all the way into Tiburon and not just stop at Blackie's Pasture.

Phil Richardson, Greenwood Beach Road, said it was amazing that the Town spent $80,000 four years ago to come up with a similar plan to the one presented by a child. He asked if a Class II bike trail on Tiburon Boulevard could be done soon.

Director Barnes said the current plan as well as the draft Plan update includes a Class II bike path. It is also supported by the County. There is adequate asphalt for it and Caltrans has generally looked favorably on these improvements. The cost would be approximately $90,000 and this is doable.

Mr. Richardson asked if this could be instituted so that the regular bicycle crowd could stay on Tiburon Boulevard and let the school children stay on Greenwood Beach Road. He also referred to the environmental review and suggested the Town should analyze current impacts and not just propose a negative declaration for the Plan.

Lisa Brathas said she lives down at the Cove and knows the traffic issues are huge. She has a 3rd grader and an 8th grader and said the most dangerous area is crossing over Blackfield Drive and

she said the Cove Shopping Center area is problematic with children biking across the driveways, cutting through the parking lot area, and she has seen many close calls. She suggested studying the area and thinks it would be a great idea to look at Tiburon Boulevard for a bike path and a real separation to protect bicyclists along Tiburon Boulevard from drivers.

Martina Serebetis, Belvedere, said she was involved in the bike train when it began bringing kids from Belvedere up to Bel Aire School and she echoed comments of speakers. She was glad that Peet's Coffee and the Nugget Market moved to the Cove Shopping Center, but the area is unsafe for bicyclists. She has been attending the safe route meetings quarterly now for two years and thinks they have come up with many ideas and suggestions that were not incorporated into the plan. One of the main priorities of the plan should be how to get to and from school safely. The Town is putting money into the Yellow Bus Challenge, which is great, but she thinks the goal is not to have people driving kids to school as biking is healthier and better for students. One idea she would like investigated more is to have bike garages in safe places like Belvedere Park, Del Mar School or similar areas where kids can be driven to the bottom of the hill and then be able to bike to and from school without cars ever needing to use Tiburon Boulevard.

Ms. Gaffney interjected that the Bay Trail project would also support Class IV bike lanes along Tiburon Boulevard, as these are similar to Class I bike paths.

Graciella Placek suggested that a bridge be built, perhaps in the old trestle location, to connect bike trails with neighborhoods and schools.

There being no other speakers, the public hearing was closed and the matter returned to the Commission for discussion and deliberation.

Vice Chair Williams said she first wanted to thank everyone involved in reviewing and updating the Plan. There are many components to the Plan and she recognized everybody for their work and input into the process. She personally supports state and local mandates to increase bicycling and walking and coming up with a comprehensive network for these modes.

In looking at the updated plan, she was supportive of all 12 projects outlined, although she appreciates the concerns about Greenwood Beach Road. In terms of short term proposals, she did not hear objection from speakers to the short term upgrades to promote the diversion of high speed bicyclists, add signage, add sharrows and/or shared lane markings, or use different pavement types. She would recommend including or adding these to the Plan as appropriate. She would also recommend revising Appendix A to include the Bay Trail as a funding source.

In the short term she applauded proposals generated by the POST hearings, and in the long-term in focusing on Greenwood Beach Road she appreciates residents asking the Town to "think big". She has been to this road several times and she is an avid hiker, biker and walker, and she does not see Greenwood Beach Road as a viable long-term option for the connector trail to the Old Rail Trail. She thinks it is very narrow, winding, has blind curves and cannot accommodate a high volume of bicyclists. She would support moving bicyclists up to Tiburon Boulevard and including in the Plan proposed language to study Class IV bike lanes along Tiburon Boulevard.

Vice Chair Williams said she appreciates that Class II lanes have been included in the current and draft Plans and thinks that if the statewide and local goals are to expand the number of people commuting to school by bike and walking along pathways and routes, the Town should encourage that activity and Class II improvements would represent safety upgrades for users. She thinks a Class IV path is a good idea in the long-term, and she sees the inclusion of the study in the draft Plan as allowing for a feasibility study in the future should funding become available.

She said she did not hear any opposition to the updates to the Plan. She sees the CEQA Initial Study as determining whether or not there are significant impacts that updates to the plan may cause. As she sees it, the updated Plan would divert high-speed bicyclists to Tiburon Boulevard from Greenwood Beach Road and the addition of signage and sharrows would actually minimize impacts. She thinks the Initial Study looks at whether there are environmental changes as a result of any updates to the Plan, and adequately addresses concerns. She stated the Commission has been presented with additional requests for hillside access points and she suggested future discussion on these additions, given that the Town does not have full information about them.

Director Barnes stated the Town has been working on the Plan update for over a year now and there has been extensive outreach, surveying of interested persons, and feedback from organizations. He said the rough cost estimate for Class IV bike lanes ranged from $13 million to $52 million based on the Gap Study linear foot costs. Regarding hillside projects such as on Round Hill Road and Lyford Drive, he thinks the Town can work striping improvements into the slurry seal projects slated for this year.

Vice Chair Williams asked if the Town supported the added language in the event there is funding for a feasibility study for Class IV lanes. She requested any additional information that staff could provide at this time about the Class IV lanes.

In response, Director Barnes provided a brief PowerPoint presentation and began by describing a Class IV bike lane as one which is separated off the side of the road. The suggestion was for a Class IV bike lane from Blackie's Pasture to the Highway 101 interchange along both sides of Tiburon Boulevard. This is similar to the project studied as Segment 8 in the 2012 Bay Trail Gap Study, with the addition of a Class IV bike path on the north side of the state highway as well.

He then presented slides showing Segment 8 from the Gap Study and said Caltrans will require the shoulder to be kept along Tiburon Boulevard with a 12 foot wide bike/pedestrian lane. There would be a hard concrete barrier required by Caltrans because the speed limit is over 35 miles per hour in this segment, and he refuted comments made at an earlier POST meeting indicating that the Class IV lane was nothing more than "plastic and paint". He said a 5 foot separation barrier was the preferred Caltrans design, but there was not space for it all in the right-of-way. Regarding estimated costs, a similar Segment 8 project from the Gap Study would cost about $700 per lineal foot, for a total cost of $2.8 million on the south side of Tiburon Boulevard only. Segment 5 in the Gap Study runs from E. Strawberry Drive to Blackfield Drive as a Class I path and it is all on the south side of Tiburon Boulevard only. This improvement is supported by everybody, but the problem is that it is not in the Town limits. This project would cost about $2800 per lineal foot for a $2.5 million total cost.

Regarding use, Director Barnes presented comments straight from the 2012 Gap Study for Segment 8, and this segment was not embraced by the Town Council due to the fact that noise levels, high speeds of nearby vehicles, and pollution emissions from vehicles on Tiburon Boulevard reduced its attractiveness for all but hard core bicycle riders.

Director Barnes stated the Town has studied a Class I or Class IV path for the Greenwood Beach Road segment. About one-third of the length of the Class IV is inside the Town and the remainder is in the County along the Caltrans right-of-way. They believe that the County should therefore be the lead on this project.

Director Barnes then presented a rendering of a possible Segment 8 from the Gap Study, showing an 8' to 10' high retaining wall across the street from the third home from the end of Greenwood Beach Road looking towards Tiburon Boulevard. He used this slide to illustrate the difficulties with constructing a Class IV path within the available right-of-way. The Gap Study suggested placing a cantilevered section of the bike path out over the retaining wall above Greenwood Beach Road. He called the Gap Study consultant who said it was questionable whether this can be done without relocating Greenwood Beach Road closer to homes on that street or by eliminating street parking on Greenwood Beach Road. He reiterated that a majority of the Town Council had not supported Segment 8 in the Gap Study, but they did support Segment 5 from the Gap Study, and Class II bike lanes along Tiburon Boulevard as part of the current master plan.

Chair Kulik asked why the Council did not support Segment 8 from the Gap Study. Director Barnes stated that the Council took heed of the noise, un-relaxed riding environment, and proximity to vehicle exhaust, and thought the segment would not be well-used. He stated that as an avid bicycle commuter for many years, if given a choice to ride over Greenwood Beach Road or a Class IV lane on Tiburon Boulevard, he would choose to ride the former. And he noted that the Town cannot lawfully close Greenwood Beach Road to cyclists who would choose similarly.

Project 7 from the draft Plan (Class II bike lanes on Tiburon Boulevard) is listed as high on the priority list and costs about $90,000. The purpose of this project is to get high-speed riders off Greenwood Beach Road, as recommended by POST. The Class II lane is similar to the 2008 master plan project, which he said was supported by the Town Council and Caltrans and is also in the County's bike-ped plan. He presented a slide showing a buffered bike lane (Class II) that provides both visual and physical separation and noted there is adequate existing paved right-of-way to install the Class II markings.

Chair Kulik asked if, during the POST discussions, it was anticipated that high-speed bikers would use a Class II lane if it were installed. Director Barnes responded affirmatively. Regarding whether a Class IV lane would be used, the question would be whether bicyclists could go fast given use of the Class IV lane by other bicyclists and by pedestrians. He contrasted a buffered Class II bike lane costing $90,000 and which is in the County's Plan, the Town's Plan, has been studied for CEQA and supported by the Town Council and Caltrans, with a proposed Class IV lane that would cost $13 million to $52 million, was not in the County Plan, had not been reviewed for CEQA compliance, and was not supported by Council previously. He noted

that Caltrans now generally supports Class IV lanes, but it is unknown whether there is sufficient right-of-way in this area to accommodate the Class IV lanes as described in the TAM letter.

Regarding opportunity costs, he stated that the Active Transportation Program is a fixed sum grant program, and the Town could build the Class II bike lanes for what it would cost to study the Class IV lanes proposal. Director Barnes noted that there are many costly projects already contained in the draft Plan, some of which have been lowered in priority from the 2008 Plan due to lack of likely funding in the foreseeable future. For example, Director Barnes said many agencies strongly support building Segment 5 in the Gap Study for $2.5 million, but he said there is no funding currently to be found for this project.

Vice Chair Williams thanked Director Barnes for the additional information on the Class IV issue. She said his comments clarified the Class II project being a current project, and that understanding the distinction between a Class II and a Class IV project and what went into that determination was helpful. She was not wedded to the proposed language and suggested hearing from other Commissioners. It sounds like there has been a long public process and many opportunities to comment on this Plan update. Procedurally, it might be more appropriate for the next cycle and for everyone to participate in the process from the beginning so staff and Commissioners can deliberate more carefully.

Director Barnes mentioned another funding program called Safe Routes to School. In the Plan, there is a project to improve the Blackfield Drive intersection with Tiburon Boulevard, which was moved forward toward construction and would alleviate some of the concerns expressed about crossing Tiburon Boulevard in the vicinity of the Cove Shopping Center. The design is done and they are readying it for bid at this time. Some hillside projects could also potentially be funded by the Safe Routes to School program.

Vice Chair Williams asked if the Blackfield Drive project was intersection enhancements, and Director Barnes said it is, and that it is also a grant funded project of $117,000 and the design is complete and they just received the encroachment permit for the work last week from Caltrans.

Commissioner Welner asked if the Blackfield Drive project (Project 2 in the draft Plan) would address issues heard from speakers regarding safety of children in the vicinity of the Cove Shopping Center going to and from schools.

Director Barnes responded that this project goes a long way towards addressing those concerns. It puts some high intensity bike markings on the pavement and does not route bicycles through the Cove Shopping Center parking lot. The dedicated right turn lane into the Cove Center goes away, as well as the island in the middle of Tiburon Boulevard. There will be bike lanes on each side and the traffic signal is being re-phased to get bikes out into the intersection well before cars can start entering the intersection.

Commissioner Welner said he thinks the Plan is very thoughtful, said it is a blueprint for many good bicycle facility improvements in Tiburon. He commended those in attendance tonight and those involved throughout the process. The Commission tends to get crowds on specific neighborhood fights and it is very rare the Commission has many speakers when a forward-

looking plan is proposed. He thinks this is a long-term process where the Commission proposes plans, many get built, and then the Town periodically reviews and updates the plan. He suggested the Commission make a recommendation to the Town Council that they approve the Plan with comments regarding certain issues. Clearly there is long-term interest in some kind of Class IV project along Tiburon Boulevard and also in particular, a lot of concern about the Blackfield Drive intersection. Once improvements get built, the Commission can review the plan again to see if more can be done. Therefore, Commissioner Welner suggested the Commission recommend approval of the update master plan to the Town Council and note the two issues for the Council to consider in their discussions.

Commissioner Weller said he thinks that as Commissioners their job is to look at issues from a high-level perspective, especially when making recommendations as opposed to decisions. What he has heard tonight leads him to several conclusions. One is that the Safe Routes to School element and plan encouraging safe travel for students to Tiburon schools should be the primary objective of any bicycle project associated with the master plan. He said he lives on Blackfield Drive and has recognized the dramatic increase in non-Tiburon bike use in Tiburon, including all the commercial bike users associated with riding across the Golden Gate Bridge and using the Tiburon Ferry as their exit point. The increase is amazing and healthy for the riders. What is not good is that they are over-using Greenwood Beach Road. He has ridden the road many times and it was never designed for the volume of bike traffic it is now receiving. Therefore, his view is that the bike circulation plan for Tiburon must move the casual non-school bikers off Greenwood Beach Road sooner rather than later, and that the Commission should support the plan to make Tiburon Boulevard a Class II bike lane roadway and hopefully soon a Class IV bike lane roadway. He would encourage signage that distinguishes between school children use of Greenwood Beach Road and other bicycle uses of Greenwood Beach Road. He is familiar with the route that runs from the Strawberry Shopping Center on the back side of Tiburon Boulevard over, and there are signs that state "local traffic only", which seek to discourage non-neighborhood users. He would encourage the Town to consider putting any possible signage to discourage recreational bicycle use of Greenwood Beach Road immediately to alleviate problems currently being experienced by residents there. Whether the signs are lawfully enforceable or not, they will have some beneficial effect.

He was happy to hear that the Blackfield Drive intersection was being addressed in the Plan, but noted that building bridges over Tiburon Boulevard was expensive and the Town did not have money to make these types of improvements. He sees nothing in the initial study that recognizes the dramatic increase of recreational bike activity that has most likely doubled on Greenwood Beach Road in recent years, and thinks it is an environmental impact that has not been addressed sufficiently in the initial study. Having said this, he would like the Town Council to know that the Planning Commission wants the Council to very carefully consider these issues and take them into account in adopting the Plan moving forward. He did not see the proposals as being inconsistent with the ultimate movement of bike traffic off Greenwood Beach Road onto Tiburon Boulevard, and he wants this to be part of what the Commission proposes to the Council with regard to the Plan.

Chair Kulik stated that he thought the CEQA initial study had adequately addressed the differences between the proposed Plan and the adopted Plan. He said the Commission heard

unanimously that the project proposals are good, and with regard to CEQA he can find that the Negative Declaration is appropriate. When he reviewed some of the measures for relief along Greenwood Beach Road, he thinks the signage changes and adding Class II lanes on Tiburon Boulevard will improve one of the biggest issues the residents have, which is people to riding too fast on Greenwood Beach Road. He questioned the probable cost of Class IV lanes and said he would be interested in seeing the results of a study to determine their feasibility and practicality. For the short term, he supports the Plan's listed projects that will improve the status quo and make a start in addressing concerns. Another comment he heard and agrees with is the need for school signage and the preferred school student path along Greenwood Beach Road. Given what he has heard from his fellow Commissioners, he confirmed there was general consensus to approve the Plan as drafted, with comments to further study a Class IV project along Tiburon Boulevard, add school signage with sharrows and delineation of a preferred route for school children on Greenwood Beach Road, and also complete the Blackfield Drive intersection improvements for bicycles and pedestrians. The Commission should see how this project plays out and revisit it following completion.

Vice Chair Williams stated she thinks Chair Kulik captured all her comments except for a minor request made by Ms. Gaffney to include language in the Plan regarding the Bay Trail project as a future funding source for improvements. She agrees with Commissioner Weller that the Commission make clear that it is asking the Town Council to prioritize Safe Routes to School improvements and not think of Greenwood Beach Road as a primary bike route for the future. She has visited the road and there is a real distinction between high speed bicyclists, school children, walkers and tourists, and the fast-moving bicyclists present a danger. She thinks the Council should be open-minded in moving towards an intensive separate system for bicyclists, which would be Class IV lane project along Tiburon Boulevard.

ACTION: It was M/S (Weller/Welner) that the Planning Commission recommend to the Town Council that the draft resolution as presented be adopted subject to the considerations that the Town staff and Public Works Department be directed to develop signage that would encourage the diversion of non-school use of Greenwood Beach Road onto a Class II bike lane on Tiburon Boulevard, particularly on weekends; and that the Commission also supports the planning for and funding of creation of a Class IV bike route on Tiburon Boulevard to increase the likelihood that Tiburon Boulevard will be the primary bike route as opposed to Greenwood Beach Road; and add that the Commission convey to the Council that it has heard many concerns over the Blackfield Drive intersection, that the Commission agrees with proposed improvements. Motion carried 4-0.

NEW BUSINESS

2. Annual Review of Draft Capital Improvement Program (CIP) Budget for Consistency with the Tiburon General Plan [SA]

Director Anderson said this is the Planning Commission's annual review of the draft Capital Improvement Program (CIP) budget for fiscal year 2016-2017. The budget is split into three categories of:

1) Street Improvement Projects: $330,000
2) Drainage Improvement Projects: $390,000;
3) Community & Miscellaneous Projects: $1,042,000

This year the proposed CIP expenditures are down considerably from last year. There are no General Plan issues for the streets portion of the budget because the only new items are an emergency contingency fund and a traffic calming fund. Those have no potential to be inconsistent with the General Plan.

The drainage projects that were budgeted last fiscal year were higher than what is proposed for this upcoming year, and again, that was brought about by a major repair project needed on Stewart Drive, and staff sees no General Plan inconsistencies with the on-going preventative and maintenance items found in the proposed CIP budget.

There are several new projects in the Community and Miscellaneous category. One project is continuing undergrounding along Tiburon Boulevard of the overhead utility lines and this is strongly encouraged in the General Plan through Policy C-17 and Policy LU-20, which encourage undergrounding of utilities.

There are some ferry terminal walkway accessibility improvements proposed and there is no General Plan inconsistency associated with bringing facilities up to current accessibility requirements as set forth in state and federal law.

There is a carpeting replacement project proposed for the Police Building. The proposed Trestle Trail Improvements Project would primarily be funded from private monies, but there would be a Town donation of perhaps $40,000. The Council has included this item in the CIP budget for this year as an amendment, and it is being carried forward. This is a project that has several General Plan policies that support the improvement.

The Las Lomas Path Improvement and the New Morning Café Area Frontage Improvements are project for which the Commission can find General Plan support, and staff's conclusion is that the draft CIP budget is consistent with the goals, policies and objectives of the General Plan and that the Commission should find it so and make a motion to that effect. Director Anderson noted that Director of Public Works/Town Engineer Patrick Barnes is present to answer any questions about the CIP budget projects.

Commissioner Weller asked what work must be done for ADA improvements at the ferry terminal. Director Barnes said the wooden planks were installed a long time ago and they are worn and have shrunk, resulting in "gaps" between many of the planks that are now wider than

½ inch, which violates accessibility provisions. There are some locations where there are multiple paths crossing, and the difficulty is that there are not supposed to be gaps in the direction of travel. Director Barnes believed that a different material than wood may be needed in that particular area in order to achieve accessibility compliance.

Director Anderson said there are also transitions from planks to concrete where only a small vertical difference is allowed for accessibility and the shrinkage has caused the vertical differential to grow to a point where repair must be performed.

Chair Kulik opened the public comment period and there were no speakers.

ACTION: It was M/S (Williams/Weller) to find that the draft CIP budget for Fiscal Year 2016-2017 is consistent with the goals and policies of the Tiburon General Plan. Motion carried: 4-0.

OLD BUSINESS

2. 2304 Mar East Street: Appeal of Planning Division decision to conditionally approve a Tidelands Permit to expand an existing dock and pier; File #TIDE2015003; Mark and Racia Blumenkranz, Owners/Appellants; Assessor's Parcel No. 059-400-10 [DW] **[TO BE CONTINUED WITHOUT DISCUSSION TO JUNE 8, 2016]**

   This item was continued without discussion to June 8, 2016.

MINUTES

3. Planning Commission Minutes –Meeting of April 27, 2016

Vice Chair Williams requested the following amendments:

- Page 6, 4th full paragraph: "Commissioner Weller **asked** if Ms. Yesil would oppose railings extending to the point where the current dock widens."
- Page 10, 3rd full paragraph: "She agreed that the **photograph produced by Ms. Yesil** ~~picture~~ did not show how the railing would actually look, ~~but~~ **and** she struggled with the Commission setting an outer limit for the railing while still having safety issues unresolved.

Commissioner Weller requested the following amendment:

- Page 8, 3rd paragraph: "He said stopping the railing there would allow **continued access to the pier in the same manner as the applicant has right now."**~~maintenance access of the pier as the applicant has right now.~~

ACTION: It was M/S (Weller/Williams) to approve the meeting minutes of April 27, 2016 as amended. Motion carried: 3-0-1 (Kulik abstained).

ADJOURNMENT

The Planning Commission adjourned the meeting at 9:45 p.m.

/s/ David Kulik

DAVID KULIK, CHAIR
Tiburon Planning Commission

ATTEST:

SCOTT ANDERSON, SECRETARY

2. **Bay Trail Gap Study** – Presentation of report providing recommendations to extend Bay Trail from Blackie's Pasture to East Strawberry Drive (Director of Community Development Anderson/Planning Manager Watrous)

Planning Manager Watrous gave the report. He said that in 2011, the Association of Bay Area Governments (ABAG) awarded the Town an $85,000 grant to conduct a study to close a gap in the Bay Trail. He said this study sought to evaluate and develop engineering concepts for Class 1, 2 or 3 facilities to enhance service of bicycle and pedestrian traffic along the Tiburon Boulevard/Greenwood Beach Road/Greenwood Cove Drive corridor from East Strawberry Drive to McKegney Green.

Mr. Watrous said that the study was simply that; a planning study of the Bay Trail gap closure. He said that the area of the plan outside of the town's jurisdiction would have a separate review by the Marin County Department of Public Works and possibly by the Strawberry Design Review Board.

EXHIBIT NO. 7

Watrous said that since November 2011, the Parks, Open Space & Trails (POST) Commission had held three workshops on the study and received testimony from neighbors in Tiburon and Strawberry. He noted that the action before the Council this evening was to simply accept the study and in future, he said the Council would have the have the authority to approve plans and make improvements, if it chose to do so.

The Planning Manager said that the POST Commission made specific recommendations about preferred options for each segment of the study. Councilmember Collins asked if the Council would be bound by any of these options by acceptance of the study. Planning Manager Watrous said that the Council would not be bound and could, in fact, even develop new options. He said the study was of a snapshot in time; also, that the Council was not being asked to make any final decisions tonight.

Mayor Fraser asked if the Council wished to make a different recommendation, other than one contained in the study, could it do so. Mr. Watrous said that the Council could do so and could thereby put the recommendation into the record.

Mayor Fraser asked if staff knew of any future funding or grant opportunities to implement the study. Mr. Watrous said that funding would more likely be available for the more extensive options that created Class I bike trails; he said this funding could possibly come from Bay Trail grant funds. Watrous said that Class 2 or 3 trails were unlikely and less likely to qualify for that type of grant funding.

Councilmember Fredericks commented that because the study had received funding from ABAG to study the Bay Trail gap closure, would the options presented in the study be eligible for this same type of funding. Mr. Watrous said that they would, and noted that the findings (in the study) would help the Town qualify for funding. He also noted that staff had not identified any other funding sources at this juncture.

Mr. Watrous introduced David Parisi, Alta Planning & Design, who had been hired by the Town to assist in preparing the study. Mr. Parisi, a resident of Mill Valley, said it had been his pleasure to work with staff and the POST commission in developing the study. He said that he had taken into account the input from neighbors who had attended and testified at the three workshops. He said the process had resulted in the solutions described in the study.

Mr. Parisi said that the scope of the study was from Blackie's Pasture to East Strawberry Drive; he said that some of these areas had been designated parts of the Bay Trail by ABAG. He said the objective of the study was to find ways to connect these areas into a unified trail. Mr. Parisi also said he had been asked to look at Tiburon Boulevard as a potential alternative to Greenwood Beach Road, as well as the heavily used segment between Greenwood Beach Road and Strawberry Drive, even though it is outside of the Town's limits.

In his power point presentation, Mr. Parisi reviewed each of the eight segments and conceptual design options for each. The description of each segment and option is fully delineated in the study, as well as the written staff report prepared by staff for the Council meeting.

Before the start of the public hearing, Councilmember Collins noted that some of the slides shown by Mr. Parisi in his power point presentation were not in the written report; he said it would be very helpful to include them for the record. Planning Manager Watrous said they could be added to the final version of the study.

Mayor Fraser opened the item to public comment:

1. Gabriela Placak, resident, Greenwood Beach Road ("GBR") – asked some questions about parking in Segment 4, and asked how bicyclists would make a left turn at the intersection of GBR and Tiburon Boulevard; Planning Manager Watrous replied that this is where Segment 5 improvements might come into play; that the bicyclists would have to ride on the same side of the street as the [Presbyterian] church and make an immediate left; Consultant Parisi added that the intersection had not originally been designed to accommodate bicyclists but noted that the light had a sensor to recognize bikes; he said they used the left-turn [vehicle] traffic lane at the intersection to execute their turns; he also said other that improvements might include adding a crosswalk at that intersection. Ms. Placak also commented on Segments 3 and 4, said that if no parking were allowed in Options C&D there would be a total loss of 107 parking spaces; said this would not be a detriment to the neighborhood given that the road was used for overflow parking for events at Blackie's Pasture, and for events at Audubon Center. Parisi agreed that there would be a loss of parking; also noted that the road seemed to have excess parking now which is why it was utilized by overflow parkers.
2. Bob Placak, GBR, agreed with concerns expressed by his wife about loss of parking; added that people from [as far away as] Congregation Kol Shofar parked on GBR; said that summer camps at Audubon Center needed parking on a daily basis; agreed that street was used for overflow parking for events at Blackie's Pasture; said residents needed parking, too, for guests and visitors; said this was a significant issue and represented the loss of a third or half of existing parking; also discussed origin of overnight parking ban which he said was to prevent people parking their boats and trailers on the street; said it adversely impacted residents, as well; suggested changing parking regulations to 24 or 36-hour parking on street; also commented on suggestion for addition of sidewalk on "wrong" side of street from view; said people would walk where they wanted to and would probably gravitate toward the view; said that [the consultant] using Memorial Day weekend for a count of bicycle traffic resulted in a count that was highly unusual; said that only a quarter or a fifth of that statistic (over 1,000 bicyclists) was the norm.
3. Jane Howard, GBR, speaking for partner Jake Steinman, who works in the travel industry, said bicycle rentals was one of the biggest trends in the travel industry over the last 10 years and was expected to increase; said that the location of the Bay Trail is published in guidebooks and travel magazines; Howard said, in her opinion, the tremendous amount of bikes on GBR was unsafe and that the proposed changes would

draw even more to the area; noted the difficulty of getting out of her driveway; said the street had the feel of a country lane; said she would prefer to have bikes diverted to Tiburon Boulevard where there was no cross traffic; said that due to her house siting [on their lot], she could only park on the north side of the street and asked that parking on that side not be removed.

4. Lee Hwang, GBR, said he had a petition signed by most of the residents on GBR opposing the proposed changes to the street; said the proposed options represented a halfway measure; cited issues of safety, parking, environmental impacts, cost and funding; said if the Council was considering changes to GBR, it should conduct a formal traffic study and a formal parking study; he asked the Council to carefully look at the options and to consider a Class I bike lane on Tiburon Boulevard which would be more consistent with the Bay Trail Study objectives; said the Council could close the gap with much less money using Tiburon Boulevard option which would qualify for grant funding and would represent more bang for the buck; concluded by stating, "let's do it once and do it right."
5. Bruce Abbott, GBR, read and submitted a letter into the record; in summary, agreed that the area was auxiliary parking for Blackie's Pasture and that it was often reduced to a one-lane road; said navigation was unpleasant and that the assumed tranquility was deceptive; spoke of numerous bicycle accidents at the end of the street, of having lent assistance to bleeding cyclists; said that he was baffled by the POST commission's recommendations which he said were unnecessary and would primarily benefit people from faraway places; said that the designation of the street as a bay trail was an unreasonable burden to the residents of GBR; said if the Council wanted to make improvements, it should do it properly by creating a bikeway on Tiburon Boulevard.
6. Harry Heath, GBR resident since 1959, said that the Chair of the POST commission was a bicyclist and therefore biased; said the vote was 4-1 to recommend Segment 3 (he said the dissenting commissioner voted for Segment 8); said one commissioner stated he could not read the drawings; asked the Council to consider the needs of the GBR residents over bicyclists and tourists.
7. Alisha Oloughlin, Marin County Bicycle Coalition, said the coalition endorsed the study and the creation of safe bikeway and pedestrian ways for all people, young and old, of all abilities, in the County; agreed that there were no safe facilities in the GBR area but stated that only a small percentage would use Tiburon Boulevard (Segment 8) because of the high-speed traffic which was not safe for children; suggested keeping both segments (3 and 8) and implementing improvements over time; said she appreciated the Town's consideration of the Bay Trail and County Route 10 improvements; asked that the study be accepted in its entirety.
8. Chris Petrine, GBR, distributed a number of photos of parking along GBR; said there was a blind curve by his house that was dangerous; said he echoed the other comments of his neighbors but disputed the comment that bicyclists would not use Tiburon Boulevard as an alternate route; claimed some did so now; said he did not mind the "out of town" bicyclists but that other bicyclists rode far too fast; said he would like to see a Segment 5 connection to Segment 8.

9. Phil Richardson, GBR, also agreed with the comments of his neighbors; thought the idea of using GBR [a dead end street] as a gateway to town was ludicrous; spoke against the loss of a third of the existing parking spaces; said the proposed options did now improve safety and would create a more narrow street; asked why one would build a path on the side of a street where no one walked and that the neighbors would get 1,000 feet of retaining wall; said that Segment 8 was expensive but would result in a Class I trail.
10. Sidsel Moeller, GBR, said we love our neighborhood but wondered when the road [GBR} had become part of the Bay Trail; said the designation had resulted in increased bicycle traffic; said she would favor the use of Tiburon Boulevard (Segment 8) more.
11. Sylvia Wilkerson, GBR, asked the Council to decline acceptance of the study; said that safety was foremost and that the 2008 Bicycle/Pedestrian Master Plan called for a connection where practical of the Bay Trail to Tiburon Boulevard; said that the neighbors were not "NIMBYS" but rather were concerned about hazardous conditions; said she hoped the Council would endorse Segments 5 and 8.
12. Mr. Wilkerson, GBR, described the lengths that he and his wife must employ to get into their carport which requires pulling far out into the street to make 90-degree turns, sometimes being cut off by other cars, etc.; said that narrowing the street would only make it worse, said it was not a safe street and that the neighbors were unified 100% against the proposals; said they had attended three workshops but no one was listening to their concerns; suggested the addition of a barrier, similar to the one on the Golden Gate Bridge, on Tiburon Boulevard to address the safety concerns raised by some of bicyclists using that [proposed] route.

Mayor Fraser closed the public hearing at 9:15 p.m. and asked for Council comments.

Councilmember Fredericks reiterated that acceptance of report meant accepting a planning study, not "approving" it. Planning Manager Watrous agreed; he elaborated that somewhere down the line, if matter came before the Council, it would be in the form of a project or projects, subject to CEQA review and public hearings.

Councilmember Collins agreed that the study was an informational document; that when the Town wanted to start work on closing the Bay Trail Gap, it would again take public testimony on the specifics of the project. Collins said that safety was [the Town's] No. 1 priority at all times; said there was no harm in accepting the study at this time and that the Council could agree or not agree on the various components. He likened accepting the study to a "free throw" and said it would be useful to have this information for future reference.

Vice Mayor O'Donnell agreed with Councilmember Collins and said that the study should be used by the Town as a tool going forward. But he said he wanted to note for the record the importance of the improvements to Segment 5. He said this segment was critical.

O'Donnell said that the Strawberry area was heavily used by Tiburon families, especially those in the nearby Bel Aire neighborhood. He said the area was also very important to Tiburon kids who used the fields there for baseball. He said his wife drove all the way down

Tiburon Boulevard [from their home on the other end of town] to ensure that their son, who is a student at Bel Aire School, can get safely from school to the Strawberry area for Little League. O'Donnell said that his wife drives this distance because Segment 5 is unsafe; that even though it [Tiburon Boulevard] is a 45-mph zone, cars go 55 or faster. O'Donnell said that this was an important connection for the residents of Tiburon and needed the most focus, and vast improvement. He said that a Class I bike lane with a pathway and bridge seemed to be the most important element in the study to close the [Bay Trail] gap and to address these safety issues. The Vice Mayor said he would also like to see a "Segment 9" that would continue up Tiburon Boulevard to the freeway (Highway 101).

With regard to Segment 3, Vice Mayor O'Donnell said that he did not really like any of the options presented in the report and agreed with the residents that losing parking [on GBR] was not beneficial to the neighborhood. He said that adding retaining walls did not seem to be an effective solution. O'Donnell said the path should go along the Bay side because it was, in fact, the Bay Trail, and should include the Audubon Center, an important component of the Bay Trail. He said he was not sure how to best improve safety in that area; he said perhaps the addition of some striping or some other element could be considered. O'Donnell also said he was concerned about building Segment 8 if it were, in fact, not utilized. He said this would be a waste of public funds and needed further study.

Councilmember Doyle said that the study was a great start; said that there might even be some other options not stated in the report. He agreed with Vice Mayor O'Donnell that Segment 5 was currently "very scary" and needed a solution; said he had seen pedestrians, with baby strollers even, walking along in that area, huddling along the [unpaved] shoulder of Tiburon Boulevard. Doyle said that the consultants did a great job gathering the information but that for the neighbors, losing parking was a valid concern. He also stated that there would be other opportunities to discuss the proposal in future.

Mayor Fraser agreed with his colleagues that the study was a great document and could be accepted by the Council. He said he, too, was concerned about the proposed changes to GBR which would impact the road significantly. He said he agreed with the representative from the Marin County Bicycle Coalition that bicycle traffic would increase over time; he said that the Town should be cognizant of this fact.

Mayor Fraser noted that he and Councilmember Doyle served on a task force formed to look into resolving traffic issues on Tiburon Boulevard. He said that one idea the committee was looking at to ameliorate traffic was to get people out of their cars and onto bicycles and other alternative forms of transportation. But he acknowledged that there were concerns about bicycle rider safety (on Tiburon Boulevard, Segment 8); he agreed with Vice Mayor O'Donnell on the importance of improving Segment 5 for safety.

Mayor Fraser said that he had also served on the Town's Bicycle/Pedestrian Advisory Committee and that this area (Segment 5) came up time and time again as a very dangerous area; he agreed that this might be the number one priority of any changes in the future. He

suggested adding the report to the body of knowledge that was being developed by the Town. He said that it was important to listen to the neighbors, and agreed with some of their concerns, having lived in Greenwood Cove 20 years ago.

Someone from the audience asked whether Segments 3 and 8 could be considered "neutral" and not accepted in the report.

Councilmember Fredericks commented that it was valuable to have these segments in the report because if a choice had to be made, it was important to have all the information. For instance, she said if Segment 8 was chosen to divert traffic off of GBR, the safety issues identified in Segment 3 would still exist; she said the planning document represented a snapshot of the conditions at that point in time and was useful in that context, as well.

A suggestion was made that the minutes of the Council meeting might be incorporated into the report. Planning Manager Watrous suggested that the adopted minutes be added as an appendix to the report. Council concurred with this recommendation.

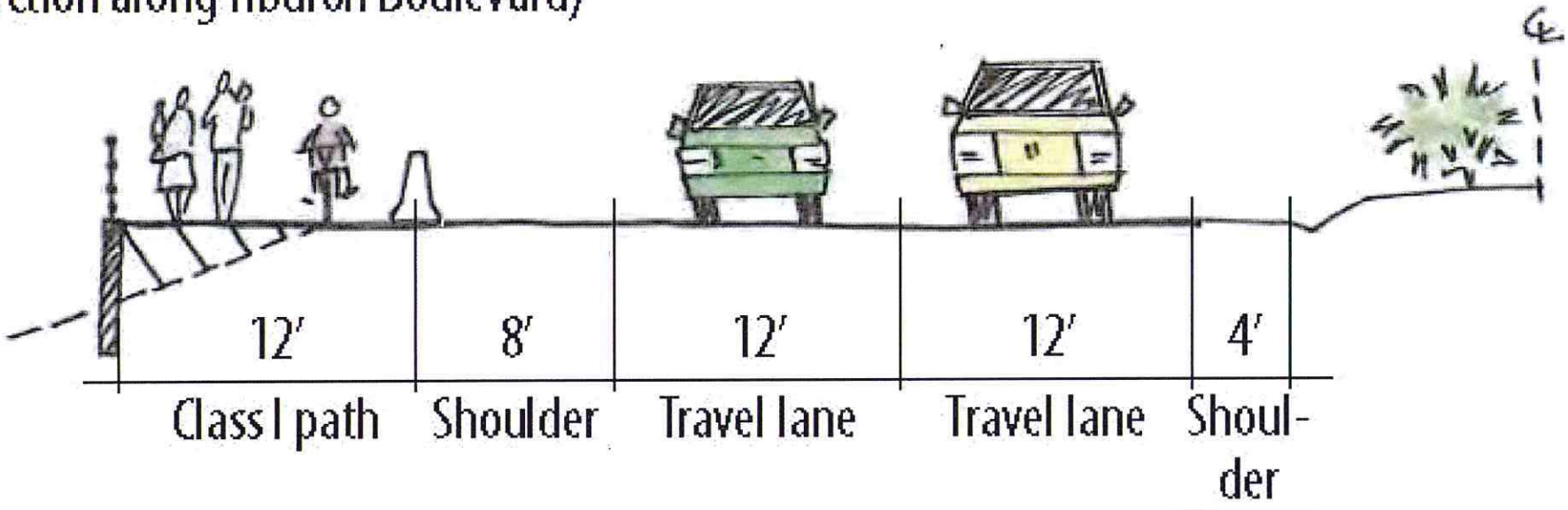
MOTION:	To accept the Bay Trail Gap Closure study and to attach minutes of the June 20, 2012 meeting as an appendix.
Moved:	Fredericks, seconded by Doyle
Vote:	AYES: Unanimous

Segment 8 of Gap Study

Bay Trail Segment Concepts

Option A

(Section along Tiburon Boulevard)



Buffered Bike Lane

Class II

Tiburon
by the Bay™

EXHIBIT NO. 8

Received at PC Mtg.

May 25, 2016

Town of Tiburon
Planning Commision
1505 Tiburon Bivd.
Tiburon, CA 94920

RECEIVED
MAY 25 2015
PLANNING DIVISION

SUBJECT: Negative Declaration

Dear Sirs/Madams:

The Town of Tiburon seems to indicate that introducing the Negative Declaration to CEQA is a 'slam dunk' as there is no environmental concerns to be cited and passage by CEQA very swiftly forthcoming. However,contrary to this concept are the views of Greenwwood Beach Road Homeowners(GBHO), which indicates that there are considerable concerns resulting from issues with hordes of rental bicycles from Blazing Saddles and other companies that rent bicycles. According to 'google' Blazing Saddles has five outlets in San Francisco. For the most part tourists rent these bikes and are not familiar with the rules of the road for bikes. They come down our street en masse making it difficult for us to drive certainly putting pedestrians at risk. A safety issue that threatens bodily harm is sure to be an environmental issue.

Also for residents of Greenwood Beach Road the quality of life is impaired. The noise, the risk of being winged by a bike, the difficulty of driving down our street which is complicated when bikes do not heed the right of way. In addition the trash composed of plastic bottles and sandwich bags clutters our street when as many as a 1,000 or more bikes parade down our street on weekends and residents end up desposing of the trash. All of the above is an environmental issue.

However, we have been advised that if there is evidence to the contrary that there is no enviromental concerns with the Negative Declaration and that there is environmental issues concerning a bicycle corridor for massive numbers of bikes down Greenwood Beach Road(GBR) then it should be presented at the comment period for the Negative Declaration. If that is done we can go to court and challenge the Town of Tiburon process and enforce CEQA. I would regard this meeting as the comment period for the Negative Declaration and it would be sufficient to say that the requirements have been met for presenting environmental issues regarding a bicyle route down GBR. It is our hope that an alternate route be secured on Tiburon Blvd. as proposed by the Parisi Study conducted in 2012.

Very truly yours,

Harry Heath

Harry Heath
Greenwood Beach Homeowners Assn.
440 Greenwood Beach Rd.
Tiburon, CA 94920

EXHIBIT NO. 9

RECEIVED
MAY 23 2016
PLANNING DIVISION

CEQA

15382. SIGNIFICANT EFFECT ON THE ENVIRONMENT "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant. Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21068, 21083, 21100, and 21151, Public Resources Code; Hecton v. People of the State of California, 58 Cal. App. 3d 653.

Objections to a negative declaration to the Tiburon Bicycle and Pedestrian Plan

The volume of bicycle traffic on Greenwood Beach Road, on holidays, week-ends, and in summer, now routinely exceeds 1,000 in a given day, resulting in congestion and confrontations that frequently result in loud and rancorous exchanges between, bikers and between bikers and motor vehicles that penetrate into the adjacent homes and up and down the street. These exchanges at times become intense, emotional, accusatory and threatening. The inevitable result is an atmosphere marked by incivility and irascibility, resulting in the degradation of the quality of life for those who live on this street, and who are exposed to it on a continuing basis.

There have been a number of accidents involving bicycles on Greenwood Beach Road in the immediately preceding several years resulting in visits to the emergency room at the local hospital. In one extremely unfortunate incident, some years ago, a young boy was killed in a bicycle accident on Greenwood Beach Road. The amount of bicycle traffic on Greenwood Beach Road exceeds inherently dangerous levels.

The increase in bicycle traffic has been accompanied by an increase in the disposal of water containers, food and other discarded commercial wrappers and debris on Greenwood Beach Road.

All these factors have had a significantly adverse effect on the street, its inhabitants and the immediately adjacent environment. With the continued increase in bicycle use in general, and on Greenwood Beach Road it's adjoining flora in particular, the situation can only continue to degrade.

The physical capacity of Greenwood Beach Road to accept the current, and expanding, demands imposed by bicycles, has been exceeded beyond reason, has become intolerable, and dangerous to the point of unacceptability.

There are alternatives to the use of Greenwood Beach Road as a major bicycle thoroughfare that are much more environmentally immune and adaptable to the effects of these phenomena and that can accommodate this stain with minimal disruption, rendering the continued use of Greenwood Beach Road for this purpose even more dangerous, unnecessary, unwise and unacceptable.

For the reasons expressed herein, the issuance of a negative declaration is not justified, and would be a t`ravesty to the residents of Greenwood Beach Road and to the bicycle users who are invited to use it.

EXHIBIT NO. 10

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 4
P.O. BOX 23660
OAKLAND, CA 94623-0660
PHONE (510) 286-5528
FAX (510) 286-5559
TTY 711
www.dot.ca.gov

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TOWN MANAGERS OFFICE
TOWN OF TIBURON

Serious Drought. Help save water!

June 6, 2016

MRN131106
MRN-131-0.666-4.392

Mr. Scott Anderson
Community Development Department
Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920

2016 Bicycle and Pedestrian Master Plan Update – Negative Declaration

Dear Mr. Anderson:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the 2016 Bicycle and Pedestrian Master Plan (BPMP) Update. Caltrans' new mission, vision, and goals signal a modernization of our approach to California's transportation system, in which we seek to reduce statewide vehicle miles traveled (VMT) and increase non-auto modes of active transportation. Caltrans plans to increase non-auto mode shares by 2020 through tripling bicycle, and doubling pedestrian and transit. Also, these targets support the Metropolitan Transportation Commission's (MTC) Sustainable Communities Strategy, which promotes the increase of non-auto mode shares by ten percentage points and a decrease in automobile VMT per capita by ten percent. Our comments are based on the Negative Declaration.

Project Understanding.
The proposed project would update the Town of Tiburon's (Town) BPMP that was originally adopted in 2001 and subsequently updated in 2008. The update provides a programmatic description of the proposed projects and priorities for implementation, crash analysis, goals and objectives, design guidelines, and consistency with the General Plan. State Route (SR) 131, also known as Tiburon Boulevard, acts as the Town's main arterial road and several bicycle and pedestrian improvements are identified along this route. The Town is approximately 17 square miles and vehicular access is primarily gained via US 101 and SR 131.

Lead Agency
As the lead agency, the Town is responsible for all project mitigation, including any needed improvements to State highways. The project's fair share contribution, financing, scheduling, implementation responsibilities and lead agency monitoring should be fully discussed for all proposed mitigation measures.

EXHIBIT NO. 11

Multimodal Planning

We encourage the Town to consider Class II bicycle lanes along the entire length of SR 131 as an alternative to the existing path shared with pedestrians. It is Caltrans policy to meet the needs of users of all ages and abilities, and many bicyclists commuting to and from the Tiburon Ferry Terminal may prefer a more direct, on-street bicycle facility. Please note that any proposed bicycle and pedestrian improvements within State right-of-way (ROW) must be designed per current Caltrans standards.

Encroachment Permit

Please be advised that any work or traffic control that encroaches onto the State ROW requires an encroachment permit that is issued by Caltrans. To apply, a completed encroachment permit application, environmental documentation, and five (5) sets of plans clearly indicating State ROW must be submitted to the following address: David Salladay, District Office Chief, Office of Permits, California Department of Transportation, District 4, P.O. Box 23660, Oakland, CA 94623-0660. Traffic-related mitigation measures should be incorporated into the construction plans prior to the encroachment permit process. See this website linked for more information: http://www.dot.ca.gov/hq/traffops/developserv/permits.

Should you have any questions regarding this letter or require additional information, please contact Cole Iwamasa at (510) 286-5534 or cole.iwamasa@dot.ca.gov.

Sincerely,

for PATRICIA MAURICE
District Branch Chief
Local Development - Intergovernmental Review

I

RONALD BROWN
125 MONTA DR.,
MILL VALLEY,
CA 94941
415-383-4770

RECEIVED
JUN 06 2016
PLANNING DIVISION

JUNE 2ND, 2016

TO
PLANNING COMMISSION MEMBERS.

I CAN'T BELIEVE YOU COULD BE SO CRAVEN AS TO KOW-TOW TO THE WISHES OF SO FEW (GREENWOOD BEACH RESIDENTS), TO ENDANGER THE SAFETY AND PLEASURE OF SO MANY (BICYCLISTS, WALKERS & SCHOOLCHILDREN).

THE (MAJORITY OF) AUTOMOBILE TRAFFIC ON GREENWOOD BEACH ROAD IS FROM RESIDENTS. TO EVEN CONSIDER MOVING BICYCLES TO TIBURON BLVD IS

WHO I CROWS!

WITH CONCERN
Ronald Brown

EXHIBIT NO. 12

Patrick Barnes

From: Angela McInerney [angelamcinerney@me.com]
Sent: Thursday, May 26, 2016 11:03 AM
To: Patrick Barnes; Scott Anderson
Subject: Propose additional project to Bicycle and Pedestrian Plan (please forward to Planning Commission)

Thank you for listening to my remarks and concerns last night at the Tiburon Planning Commission Meeting. I neglected to have a paper with my request on it to hand to the Planning Commission and their emails are not listed on the Town of Tiburon website. Could you please forward my additional proposal to the commissioners and Chairs of the planning commission?

Again, I would like to Thank Scott Anderson, Patrick Barnes and Council Woman Alice Fredericks for their thoughtful replies to my emails regarding road safety and the bike and pedestrian plan.

I'm speaking for ALL the elementary, middle, and HS kids in Tiburon that are trying to get safely from their houses to school by biking or walking. I'm speaking for myself and my RHR neighbors because there is no safe connection from our neighborhood to "main arteries" such as the old rail trail.

I was very optimistic and hopeful when I read the goals and objectives of the plan. It calls "for a TOWN-WIDE network of bicycle and pedestrian facilities, including sidewalks, paths, bike lanes, and bike routes, along with bicycle and pedestrian related programs and support facilities, intended to ensure bicycling and walking become viable transportation options for people who live, work, and recreate in Tiburon."

However, I was ultimately disappointed with the proposed projects. While the goals and objectives seem to add to the safety and connect hillside neighborhoods to the main pathways, in fact there are only a couple of pedestrian related projects and NO bicycle related projects in the draft that are in the hillside neighborhoods.

Many elementary, middle, and high school kids as well as commuters use Lyford road to get to work and school. The speed limit is too high during school hours and there is no surface marking for bike lanes.

I would like to propose the inclusion of an additional project to the Bicycle and Pedestrian Plan for consideration by the Council.

I propose adding class 2 Bicycle markings on Lyford Drive as well as road surface signage to remind drivers that it is a school zone and that the speed limit is 25 mph.

In addition, I support using Greenwood Cove Road and Greenwood Beach Rd as a posted "Safe Routes to School" route with signs and sharrows that alert motorists to slow down and drive with caution.

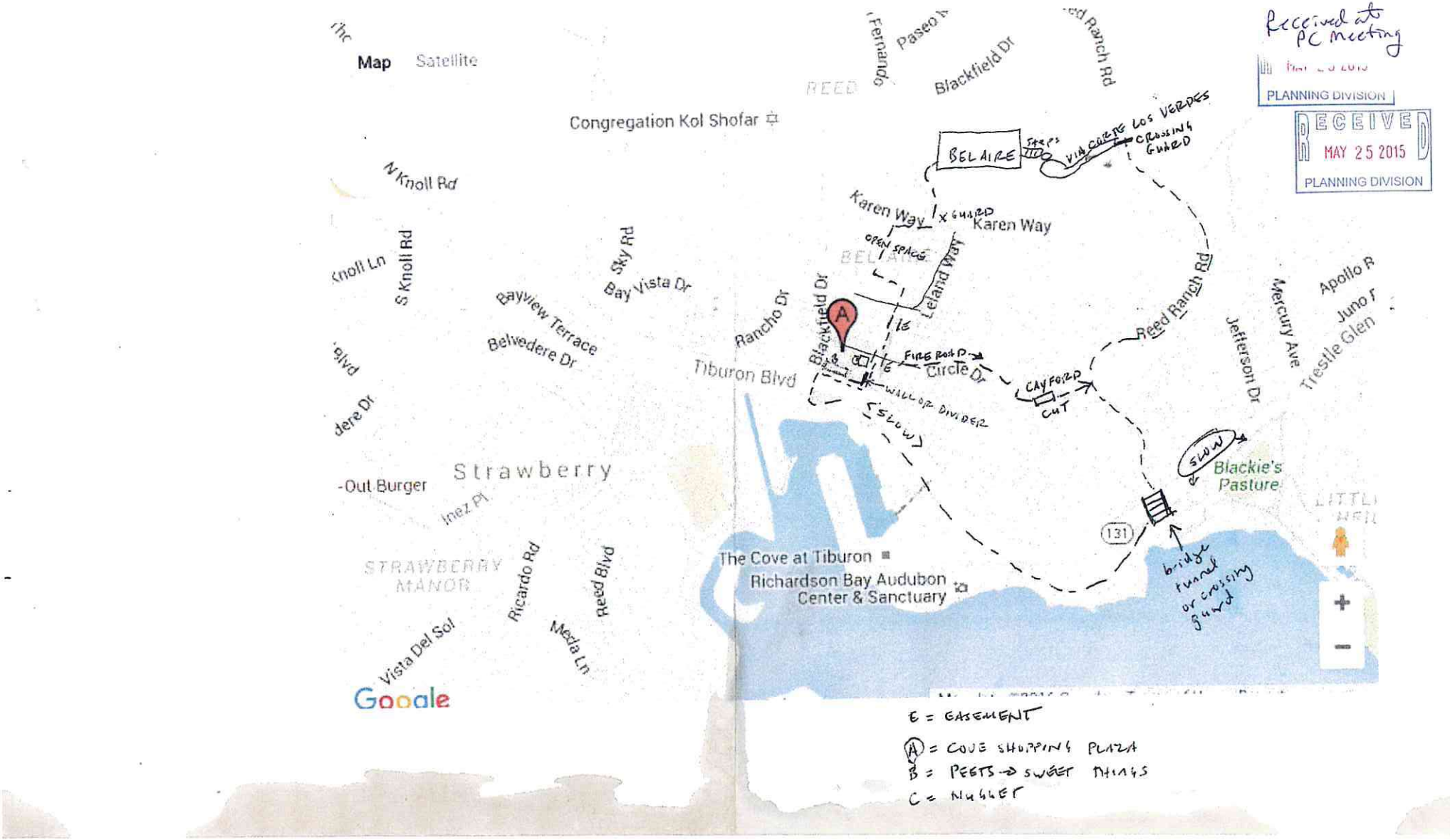
I also support the proposal to create a Class 4 divided bicycle lane along Tiburon blvd.

A lot of kids still do not have safe routes to school and this plan, while at least doing something - mainly on existing paths-- this plan does not do enough to create a **network** or **connect** pathways.

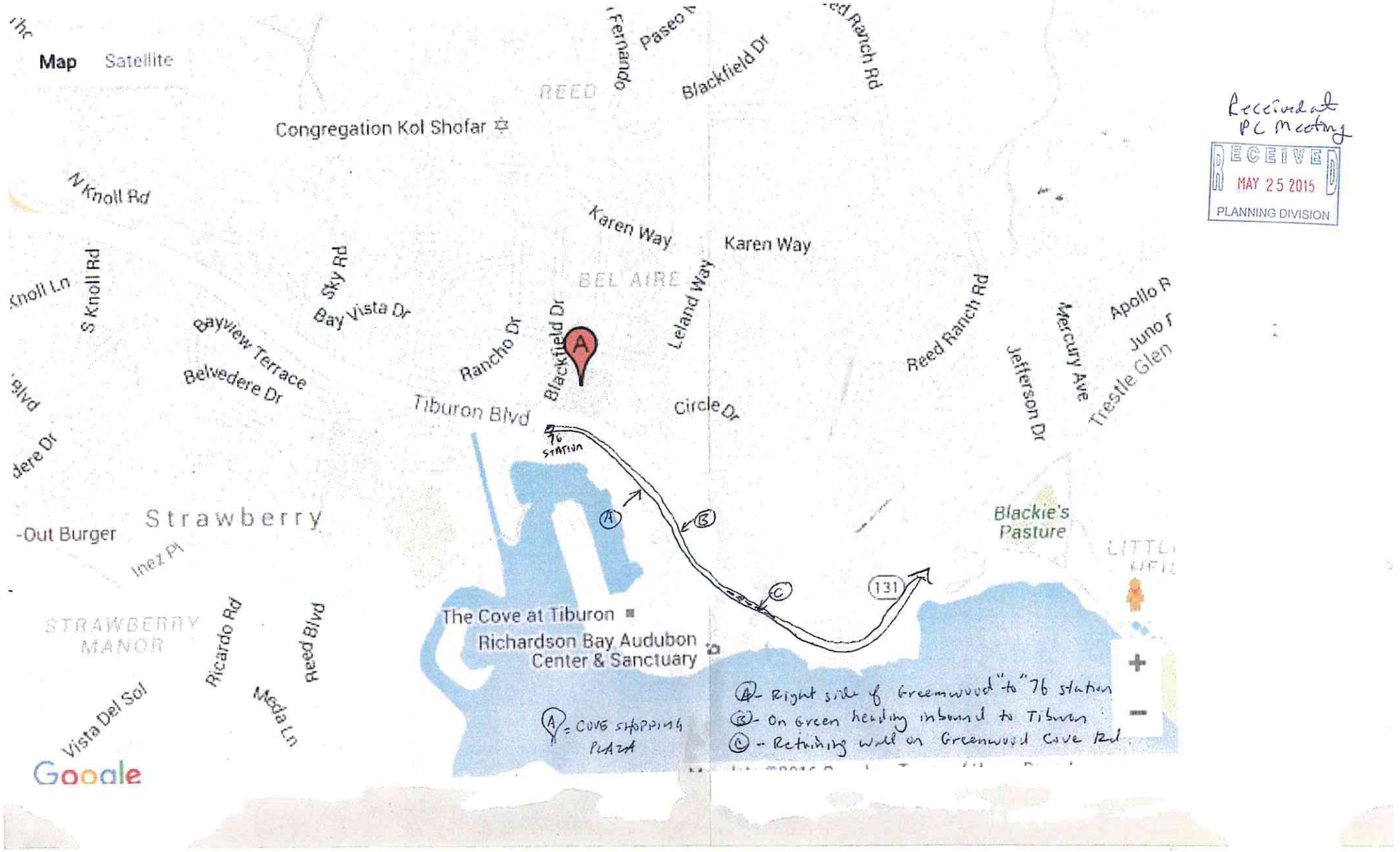
If we truly want to create a culture of biking and walking in Tiburon, we need to create a connected network of SAFE pathways.

Thank you,

Angela McInerney
60 Mount Tiburon Road,
Tiburon CA 94920
(914) 486-8398



Presented to Planning Commission
By Ryan Gouevia on May 25, 2016



Received at PC Meeting

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MAY 25 2016
PLANNING DIVISION

Presented to Planning Commission
By Ryan Gouevia on May 25, 2016

5/25/2016

Received at PC meeting

Dear Planning Commission,

Cycling needs to be embraced as a community amenity, promoted as a healthy alternative to the car, adding to the quality of life with safe, convenient paths separated from cars seamlessly linking between jurisdictions so all ages can benefit.

Please include the following elements to The Tiburon Bicycle and Pedestrian Plan.

Include wording to study a way to make a seamless link to existing paths from the Unincorporated Area.

Include Safe Routes to School signage along Greenwood Cove Rd and Greenwood Beach Rd. which would include sharrows.

The current Draft Plan's recommended list of improvements do very little to either promote cycling, educate drivers or cyclists, or make cycling safer.

If there are no improvements that link paths there will be no change in the decision of local residents to bike. Please vote to help reduce congestion by including the promotion of safe convenient cycling to complete a network of existing multi-purpose paths for all ages and abilities.

Sincerely,

Kathy McLeod
21 Mercury Ave
Tiburon, CA 94920

RECEIVED
MAY 25 2016
PLANNING DIVISION

Like 1.2M

PETITIONS BELVEDERE TIBURON START A PETITION BROWSE

Don't Leave Safe Routes To School out of the Bike and Ped Plan

BY: Kathy Mcleod

TARGET: Town Council of Tiburon, Marin County Supervisors and Caltrans, Belvedere Tiburon, CA

45 SUPPORTERS
7 from Belvedere Tiburon, CA

GOAL 200

overview petition

Update #1 13 days ago Full Update ▾

Thank you for signing our petition to make cycling safer in Tiburon. Today our local newspaper wrote about the issues! Our message is becoming clear to all. This is

About This Petition

The Safe Routes to School Task Force has been meeting for a few years in Tiburon. Our Bike and Pedestrian Master Plan is due. Safe Routes to School recommendations will not be included in the "plan" unless local citizens show support. We are asking for short term fixes and long range plans.

1. In the near term "Sharrows" along Greenwood Cove Rd need to meet with Greenwood Beach Rd. (Green painted squares with chevron arrows placed where there are parked cars on narrow streets so cyclist stay visible, predictable and away from opening doors. This does not take away parking spaces but creates a safer cycling zone on low traffic streets.)

2. Make a route around the Cove Shopping Center to provide an alternative for kids riding through the parking lot.

3. Long range mapping should be studied with community involvement then established as future possibilities. Near term improvements and repairs should be

KATHY,
YOU TOOK ACTION ON MAY 05, 2016
you can help by sharing

8 tweet Email

other urgent petitions need your help

TAKE ACTION NOW

Support Assembly Bill 1300 to Protect Mental Health Patients in California ERs

2,395 SUPPORTERS

Sign Petition

Don't Blast a Mine Into El Jefe's Homeland

7,553 SUPPORTERS

Sign Petition

Dear Washington Post: Add Social Security to your voter guide!

13,870 SUPPORTERS

Sign Petition

MAKE A DIFFERENCE

start a new petition

the #1 petition site in the world

made to link our long range vision.

For example, bike lanes along State Hwy 131 without a physical barrier will not make cycling safe for children. This particular link along the highway should have a physical barrier and seamlessly link to Blackies Pasture.

An earlier study outlines the concepts for a plan for a pathway from Blackies Pasture to the intersection of Greenwood Cove Rd, Blackfield Dr. and Tiburon Blvd. Those signed below request that a Study be done that would allow all the issues for such a path to be studied, and the cost of such a path be determined.

Taking... more

you have the power to **create change.**

START SHARING AND WATCH YOUR IMPACT GROW

8 tweet Email embed

LOCAL COMMENTS

LOCAL COMMENTS LOCAL SIGNATURES ALL SIGNERS

Rosalind Cusack CA | 14 days ago

I live close to the bike path so my kids bike to school. I wish it was as safe for everyone

SEND

Cathomas Ford Starbird CA | 16 days ago

I believe the greater Bay Area Bike Route Plan Map (of which the Tiburon Peninsula Area is listed as " Route #8") should remain a key component of all current/future Marin County long range plans. Thank you. Cathomas Ford Starbird

SEND

See more petitions:
Health

Number	Date	First Name	Last Name	City	State/Provin	For more impact, add a personal comment here
2	5/5/16	Joe	Breeze	Fairfax	California	
3	5/5/16	Sandy	Rodgers	Carmichael	California	
4	5/5/16	Edward	Laurson	DENVER	Colorado	
5	5/5/16	blair	McLeod	tiburon	California	
6	5/5/16	Cathleen	Gouveia	Tiburon	California	Greenwood Cove Road is desperately in need of a separated path for our children!!!
7	5/5/16	Elizabeth	Brawn	Mayfield		
8	5/5/16	rose	wild	BUFFALO	New York	
9	5/5/16	mauricio	carvajal	santiago		
10	5/5/16	Helen	Werngren	Belvedere	California	
11	5/5/16	David	Ross	Belvedere Til	California	
12	5/5/16	Sandra	Ferri	BÃ¤retswil		
13	5/6/16	Feather	Winger	vienna		
14	5/6/16	Harsha	Vardhana R	Bangalore		
15	5/6/16	Alexandra	Gundelfinger	Poprad		
16	5/6/16	Tony	Guzman	Santo Domingo		
17	5/6/16	Carl	Rosenstock	BARABOO	Wisconsin	
18	5/6/16	One Heart	inc	BARABOO	Wisconsin	
19	5/6/16	Mariana	Lukacova	Moldava nad Bodvou		
20	5/6/16	Bettina	Lorenz	Rhede		
21	5/6/16	Mark	Stewart	Aberdeen		
22	5/6/16	Anne Marie	Leavy-Ghazi	Belvedere Til	California	
23	5/6/16	Arde	Farbod	Tiburon	California	This road is dangerous for bikers, waving in and out of parked cars. The kids have heavy back packs and it can be dangerous.

24	5/7/16	Thomas	Boehm	NÃ¼rnberg		
25	5/7/16	Gracie	Matejka	Tiburon	California	
26	5/7/16	Ryan	Gouveia	Tiburon	California	We need a safe route to Bel Aire that does not cross over the entrance to the Cove Shopping Center!!!!
27	5/7/16	Anna	Vasilyeva	Tiburon	California	
28	5/8/16	Vlad	Suglobov	Belvedere Til	California	
29	5/8/16	Joann	Henderson	PALM COAST	Florida	
30	5/8/16	David	Houghton	Belvedere Til	California	
31	5/8/16	Daniel	Solomon	Belvedere Til	California	
32	5/8/16	Jennette	Leal	Belvedere	California	Make Tiburon safe for kids (and everyone else!) on bikes! Kids aren't experienced enough to ride on Hwy 131 next to cars. Bike paths and safe markings help everyone.
33	5/9/16	Corry	Ridder	Muiden		
34	5/9/16	Cathomas	Ford Starbird	Belvedere , T	California	I believe the greater Bay Area Bike Route Plan Map (of which the Tiburon Peninsula Area is listed as " Route #8") should remain a key component of all current/future Marin County long range plans. Thank you. Cathomas Ford Starbird

35	5/9/16	Joan	Moir	Tiburon	California	As a long time resident at the Cove apts. I have witnessed many near accidents with children commuting on their bikes to and from their respective schools in Tiburon. I support Sharrows along Greenwood Cove Rd. because they inform drivers and cyclists of designated areas for cycling.
36	5/10/16	Ted	Williams	RALLS	Texas	
37	5/10/16	Carmen	Rodriguez	Belvedere Til	California	
38	5/11/16	Pamela	Harlem	San Rafael	California	Safe access for biking for children should be a strong priority in Tiburon, where families with young children have strengthened the economy, the roadways become gridlocked regularly, and we pride ourselves on being sensitive to the environment.
39	5/11/16	Brian	Oldham	San Mateo	California	
40	5/11/16	Tom	Anonymous	Mill Valley	California	
41	5/11/16	Ross	MacLeod	San Rafael	California	
42	5/11/16	Lynn	Menard	San Anselmo	California	

43	5/11/16	Cindy	Winter	Greenbrae	California	When I was a little girl, I always walked or cycled to school. That early exercise helped me grow up strong and healthy. Let's give today's children the same benefit.
44	5/11/16	Rosalind	Cusack	Belvedere Til	California	I live close to the bike path so my kids bike to school. I wish it was as safe for everyone

Include Safe Routes To School in our Bike and Pedestrian Plan

The Safe Routes to School Task Force has been meeting for a few years in Tiburon. Our Bike and Pedestrian Master Plan is due. Safe Routes to School recommendations will not be included in the "plan" unless local citizens show support. We are asking for short term fixes and long range plans.

1. In the near term "Sharrows" along Greenwood Cove Rd need to meet with Greenwood Beach Rd.*
2. Make a route around the Cove Shopping Center to provide an alternative for kids riding through the parking lot.
3. Long range mapping should be studied with community involvement then established as future possibilities. Near term improvements and repairs should be made to link our long range vision.

For example, bike lanes along State Highway 131 without a physical barrier will not make cycling safe for children.

An earlier study outlines the concepts for a plan for a pathway from Blackies Pasture to the intersection of Greenwood Cove Rd, Blackfield Dr. and Tiburon Blvd. Those signed below request that a Study be done that would allow all the issues for such a path to be studied, and the cost of such a path be determined.

Taking away bike route features that keep cyclists safe, like signs for the safest bike route, which would include sharrows,* is only acceptable if there is an alternative safe route for children. Let's face it, Tiburon Blvd, without a protected physical barrier, is not a safe route for our children in elementary school.

Please sign our petition to help us find a solution that everyone will be happy with!

* Sharrows are green squares with chevron arrows painted in the road where there are parked cars on narrow streets so cyclist stay visible, predictable and away from opening doors. This does not take away parking spaces but creates a safer cycling zone on low traffic streets.)

Dear Tiburon Town Council and Marin County Supervisors,

We would like to establish the safest possible cycling routes to local schools, shopping and parks. Greenwood Beach and Greenwood Cove Road need to be clearly marked with signs and paint in order to promote cycling and reduce congestion. Doing this with Sharrows is effective in helping children stay safe and educating drivers.

The safest route for children should be the top priority. Our long range plans need to include a study to find ways to link multi-purpose, "Class I" Paths together as seamlessly as possible between Blackies Pasture and Bel Aire Elementary School.

Sincerely,

The Citizens of Marin County and the Town of Tiburon

Name	LeClaire	Address	Email	Date
P. Keith LeClaire		120 Bayview Ave	KleClaire@gmail.com	5/2
Amy Jacobs		20 Cove Rd Bel	amydjacobs@gmail	
Amy McNelis		1691 Mar West, Tib	amcnelis@earthlink.net	
MELISSA FEAGIN		PO Box 1085, Tiburon		
Jake Riley		PO Box 1195	Rileyfarm@att.net	
Cole Vasquez		40 Bayview Avenue		

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Sincerely,

The Citizens of Marin County and the Town of Tiburon

Name	Address	Email	Date
Natra Serres	69 Madrona Ave Belvedere,	MSegemetsa@yahoo.com	5/17/2016
Ryan Gouveia	23 Circle Drive	Tiburon	
Robert Gouveia	17 Circle Dr. C Tiburon	bobgouveia_1999@yahoo.com	
Krys Sroducsel	23 CIRCLE DR.	KSRODUCSKI@aol.	
RICHARD CHAMPE	7 VIA CAPISTRANO,	Tiburon	
JASON KELLERMAN	497 WASHINGTON CT.	TIBURON	5/24/16
Alitria Christense	122 Longfellow	Mill Valley	5/24/16

James McIntyre	9 Linda Vista
Egan Meinerney	60 mount Tiburon rd
Misha Udalov	55 Mount tiburon rd
Charlie Tartan	27 Cove Road (Belvedere)
Ethan Kahn	11 Peninsula Road
Noah and Nellie Ross	43 peninsula rd
Angela McInerney	60 Mt Tiburon Rd
Ben Donick	10 Round Hill Terr
Camden Dog	22 meinero circle
Adrian Macdonald	6E Davis Drive
Hugo Lindgren	11 cove road
Zeek Johnson	5 Stevens Court
Sami Winters	
Adrianna -	
Ghazaleh Jamei	236 Bella Vista Ave.
Katerina Udalova	55 Mt. Tiburon Rd
[illegible]	39 Mercury
Wendy Martin	106 Howard Dr.
Caitlid Dykstra	39 Mercury
Kate Mitchell	2332 Mar East.
Annie Dieschu	17 Turtle Back Ct
David Hamner	55 Mt. Tiburon Rd, Tiburon
Murray Dinn	50 HARRIET WAY, TIBURON.
Rand Croak	2280 Paradise Dr. #3 Tiburon CA.
Yolanda Rowbury	28 Millwood Street, Mill Valley
Bill Wells	29 Andrew Dr, #97, ~~Mill Valley~~ Tiburon 94920

LATE MAIL # 1

Scott Anderson

From: Bruce Abbott [brucedabbott@comcast.net]
Sent: Sunday, May 22, 2016 10:39 AM
To: Scott Anderson
Cc: Patrick Seidler; bravasio@cbnorcal.com; dwatrous@townoftiburon.ocg; Greg Chanis; Patrick Barnes; Abbott, Bruce; Bernwall, Hans and Sylvia; Bernwall, Sylvia; Beverely Harper; Carla; Federal, Aubrey; federal, gaby; Foster, Brenda; Heath, Harry; K M D Jones; Moller. Sidsel; Moore, Greg; Morphew, Forrest; Padr; Peterson, Nancy; Petrin, Chris; Placak, Bob; Richardson, Barbara; Savage, Gini; Shorten, Chris; Shorten, Jocelyn; Siedhoff, Betty and John; Snellgrove, Pam; Soden, John; Steinman, Jake; Zaluski, Karen
Subject: Bicycle and Pedestrian Plan

Good morning Scott:

Attached are copies of a cover letter from residents of Greenwood Beach Road addressed to members of the Planning Commission, accompanying signature pages, email authorization for singing on behalf of residents out of town, a copy of a proposed addition to the Bicycle and Pedestrian Plan, and a copy of a letter of opposition to the submission of a Negative Declaration in regards to the Bicycle and Pedestrian Plan.

The original of these documents will be submitted to the Town on the morning of May 23rd.

It is requested that copies of these documents be forwarded, as early as possible on Monday, to the members of the Planning Commission so they may have sufficient time to review and evaluate them prior to the meeting of the Commission on Wednesday, May 25, 2016.

Thank you for your assistance.

Kindest regards,

Bruce Abbott

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MAY 23 2016
PLANNING DIVISION

Bruce Abbott
458 Greenwood Beach Road
Tiburon, CA 94920

RECEIVED
MAY 23 2016
PLANNING DIVISION

May 16, 2016

Tiburon Planning Commission
Tiburon, CA 94920

Dear Chairman Kulik, Ms. Williams, and Messrs. Corcoran, Weller and Weiner:

Pending before your Commission on the May 25th agenda, is the Bicycle and Pedestrian Plan, which has major implications and concerns for the residents of Greenwood Beach Road, on whose behalf I write.

Over the last few years, following the guidance of Bay Trails 10, the number of bikers using this street has grown to intolerable levels, and has now reached the point we are required to seek relief. Among the concerns we bring to your attention, are the physical limits that have been reached and exceeded. This is a narrow, winding, and hilly street with limited visibility. Homes are in very close juxtaposition to the pavement, making backing onto the street hazardous and driving on the street a nerve racking experience. It is used by all forms of travel; motorists, bikers, skaters, skate boarders , pedestrian, and baby carriages. It is a favorite route of access to users of Blackie's Pasture and the Old Rail Trail, with a dead end street that is frequently congested by the limited parking and the turn around. The conditions I describe long ago compromised safety. Numerous accidents have occurred here. I personally have witnessed the scene of four such accidents in front of my home, and some years ago, a young bicyclist was killed on this street.

Failure of Town leadership to take notice of, and action to correct, this situation would be irresponsible, and will inevitably invite unnecessarily tragic consequences, not to mention liability of the Town. If, as is evident, the Town of Tiburon elects to be a part of the Bay Trails complex, the only responsible course is to do so safely and properly. Greenwood Beach Road definitely does not meet those most basic standards. There is at least one, and probably several much more appropriate alternatives.

The plan that is to us the most reasonable, substantial and responsible has unfortunately been overlooked and the residents of Greenwood Beach Road urge its inclusion as an option for serious consideration in the Bicycle and Pedestrian Plan. Attached hereto, for serious consideration, is a plan for separated bicycle lanes on either side of Tiburon Boulevard that has been prepared by Transportation Alternatives For Marin (TAM), an organization that has a wealth of experience in development of coordinated and interconnected bicycle routes. We request the inclusion of this paragraph in the Tiburon Plan, which costs nothing and does not require elimination of any other option. Thank you for your kind consideration.

Bruce Abbott
and the residents of Greenwood Beach Road

John Soden

Karen Soden, 430 Greenwood Beach Road

RECEIVED
MAY 23 2016
PLANNING DIVISION

[illegible]	414 GREENWOOD BEACH RD
Lisa [illegible]	458 Greenwood Beach Rd
Ruth Placek	382 Greenwood Beach Rd.
Cornelia Platt	382 Greenwood Beach Rd
Jocelyn Shorten	#394 *
Phil Shorten	#394 *
Kim Jones	422 GREENWOOD BEACH RD
John Seedhoff	404 GREENWOOD BEACH RD *
Kathy Seedhoff	404 " " *
[illegible]	448 GREENWOOD BEACH RD.
[illegible]	448 GREENWOOD BEACH RD.
[illegible]	46 Greenwood Cove Rd *
[illegible]	422 Greenwood Beach Rd
Pamela Mellegren	442 Greenwood Beach "
Julian Shellgrove	" " "
[illegible] Moore	444 Greenwood Beach
[illegible] Federal	434 GREENWOOD BEACH RD
Aubrey Federal	
Jack Steinman	390 GREENWOOD BEACH RD
Jane Howard	390 "

Robert Kutler 404 Greenwood Beach Rd.

Gini Savage 410 " " "

Michael Savage 410 Greenwood Beach Rd.

May 16, 2016 Tiburon Planning Commission letter, Page 2

Shelley Richardson 418 GW B Rd.

Barbara C. Richardson 418 Greenwood Beach Road

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MAY 23 2016
PLANNING DIVISION

Ann Barnard
408 GBR.

Sylvia Faison Strickerson
408 Greenwood Beach Rd

Harry W. Heath
440 GREENWOOD BEACH R.

BRENDA

396 Greenwood Beach Rd.

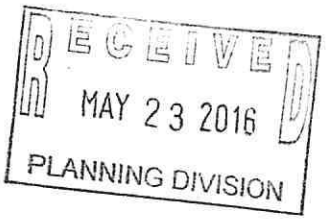
Christina O'Lone
400 Greenwood Beach Rd
Tiburon

Ephimia Morphew
400 Greenwood Beach Rd
Tiburon, Calif. 94920

Forrest K. Morphew
400 GBR Tiburon

Louisa Morphew 400 Greenwood Bch Rd Tiburon, CA 94920

RECEIVED
MAY 23 2016
PLANNING DIVISION



From: Jocelyn Shorten [mailto:jocelynshorten@comcast.net]
Sent: Wednesday, May 18, 2016 11:49 PM
To: Bruce Abbott
C
Subject: Re: Planning Comm ltr.docx

Dear Bruce,
We authorize you to sign the bike petition on our behalf.
Many thanks
Jocelyn and Chris Shorten

Sent from my iPhone

From: John Siedhoff [mailto:jsiedhof@nycap.rr.com]
Sent: Thursday, May 19, 2016 11:46 AM
To: Bruce Abbott
Subject: Re: RE:

Hello, Bruce! Betty and I are in Albany NY, just having come back from the Big Apple. Sorry that we cannot be there to help you.
We authorize you to sign the letter(s) to the Town, as appropriate, for the upcoming meeting.
If a personal letter is also still advisable, I'll follow w one on Friday, at your direction.
I did not like the tone of the latest meeting announcement fr the Town. The Negative environmental impact seemed to be a conclusion already reached.
We must continue w the theme of safety--and that there is a much better way for cyclists and walkers and residents, if the designs of the past are not perpetuated.
Text or email. Regards. John Siedhoff.

Sent from my iPhone

From: Jake Steinman [mailto:jake@northamericanjourneys.com]
Sent: Tuesday, May 17, 2016 10:36 PM
To: Bruce Abbott

Subject: Re: Planning Comm ltr.docx

Chris shorten can sign for jane and I . Jacob steinman. And jane Howard as we will be away until June 1All typos due to spell Czech
Sent from my iPhone

From: Aubrey Federal [mailto:aubrey.federal@yahoo.com]
Sent: Thursday, May 19, 2016 8:41 PM
To: Bruce Abbott
Subject: Re: signatures

Please sign for us
Thanks
Aubrey

DIGEST

C-3

Bruce Abbott
458 Greenwood Beach Road
Tiburon, CA 94920
April 13, 2016

→ NOTE: QUALITY OF PRINT IS "AS RECIEVED"

Mayor and Council, Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920

In regards to: Tiburon Bicycle and Pedestrian Plan2016 Update

Dear Mayor Tollini and Members of the Council:

On behalf of the residents of Greenwood Beach Road, I appeal to you for your immediate attention to the Petition for redress of grievances that was submitted to you from residents of this street in February of this year, addressing the inadequacy of Greenwood Beach Road as a segment of Bay Trails, and the increasingly intolerable levels of bicycle traffic on our street, the safety concerns that attend this situation, and the host of other reasons expressed to you, both in writing and in public forum.

Our concerns have only deepened since submission of our petition, and we have received no palpable evidence that those concerns have received serious consideration. It is apparent that Tiburon has incorporated in its plans the encouragement of increasingly heavy bicycle traffic to the downtown area, for whatever purpose. The interests of its own citizens should not be subservient to that purpose.

Emphatically we point out that if heavy bicycle traffic has become a goal of the Town, the Town must ensure that safe, adequate and proper infrastructure is provided for it. To that end, I invite your attention to the proposal of The Transportation Alternatives for Marin, as outlined in a letter to you dated April 15, 2016 from Patrick Seidler. This proposal has the appearance of a serious and reasonable plan that offers resolution of a problem that has for years been repeatedly deferred or ignored, and continues grows worse with each succeeding year.

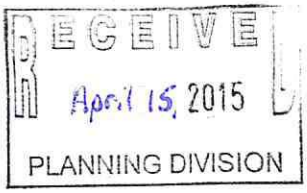
I cannot over emphasize how serious we are about this issue. As summer approaches, the traffic increases and our concerns expand. The suggestion that Tiburon has no control over Bay Trails designations on Tiburon streets, is a suggestion that Tiburon has no control over its own streets, which is a notion without credence. Tiburon does not have to be included in the grandiose, all-encompassing Bay Area bike path plan, but if it chooses to do so, do it properly, don't stuff it off on Greenwood Beach Road, which has no capacity for it. It is not reasonable and it is not necessary. The Transportation Alternatives for Marin proposal offers a chance too good to ignore. If that plan doesn't work, a plan that will work must be found, but it must be done properly, or not at all.

Kindest regards

Bruce Abbott

LATE MAIL # 1

TAM TRANSPORTATION ALTERNATIVES FOR MARIN



April 15, 2016

Tiburon City Council
Bicycle and Pedestrian Advisory Committee
1505 Tiburon Blvd.
Tiburon, CA 94920

RE: 2016 Update of Tiburon Bicycle and Pedestrian Plan

Dear City Council and Bicycle and Pedestrian Advisory Committee:

Transportation Alternatives for Marin (TAM) is a consensus building non-profit corporation whose mission is to champion sustainable mobility. This mission is advanced through the study and promotion of national and international best practices including integrating modalities, model community programs, funding, design standards, safety and maintenance. TAM also works to educate diverse decision making groups about sustainable mobility, particularly about how pedestrian and bicycle transportation is the optimal transportation solution and an integral part of an effective, sustainable multi-modal system.

Congratulations to the Town of Tiburon for advancing its Bicycle and Pedestrian Plan through the processes and towards finalization so as to qualify for funding from the State of California.

You will find enclosed the "7 Fundamentals to Successful Bicycle Transportation" by Rutgers University Professor John Pucher, an internationally recognized expert on Sustainable Mobility. Professor Pucher's 7 Fundamentals break down into five fundamentals regarding infrastructure and 2 regarding policy. You will note many of Professor Pucher's points are described one way or another in section 1.2 Goals, Objectives and Related Plans the Tiburon Bicycle and Pedestrian Plan. Transportation Alternatives for Marin strongly encourages you to take the time to familiarize yourself with the key elements in Professor Pucher's outline.

Number 1 on Professor Pucher's list is to have complete separated systems of bicycle facilities. If you look at the draft of the Tiburon Bicycle and Pedestrian Plan there are VIRTUALLY NO ADDITIONAL SEPARATED PATHWAYS being added to the previous Tiburon Bicycle and Pedestrian Plan adopted five years ago. So what Tiburon will see when five years have passed from now and it is time to update the Tiburon Bicycle and

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TEL: 415.389.5040 x24 FAX: 415.389-5044

Pedestrian Plan again is that car traffic and pollution will have increased and pedestrian and bicycle mobility will have stayed the same. The only thing that will get people out of their cars and onto bicycles and walking is safe and separate systems, i.e. separated pathways.

Since the last time Tiburon updated its Bicycle and Pedestrian Plan (and since the 2012 Town of Tiburon Bay Trail Gap Study) there have been significant advancements in the design of safe and separate accommodations for cyclists, most particularly as outlined in the Urban Bikeways Design Guide published by the National Association of City Transportation Officials (NACTO). The NACTO Urban Bikeway Design Guide, and its resources and guidelines for safe and separate accommodation of pedestrians and cyclists, is being embraced around the country and safe and separate bike lanes, sometimes called "cycle tracks," are being built across the USA.

The State of California has approved the NACTO design guidelines for use by its cities and counties. The California Highway Design Manual (which has bicycle sections) has also been updated to include what is now called a "Class IV" bicycle paths. Class IV bicycle paths are described on page 10 the Tiburon Bicycle and Pedestrian Plan. Class IV bicycle paths are essentially bike paths, either one directional or two directional, that are separated from automobiles and pedestrians. On page 36 of the Draft Tiburon Bicycle and Pedestrian Plan, you will note there are no Class IV bicycle and pedestrian pathways being recommended as a part of the Plan.

Tiburon participated extensively in the Hwy 101 Interchange Project led by consultants Parisi and Associates to increase automobile volumes as well as increase safe pedestrian and bicycle crossings between Mill Valley and Tiburon. Tiburon commented heavily even though the interchange is outside Tiburon's town limits.

One of Marin's key regional transportation links for safe and separate pedestrian and bicycle accommodation is between Blackie's Pasture in Tiburon and Camino Alto in Mill Valley. The feasibility of completing this link could be accomplished by adding a request for a Study in the Tiburon Master Plan for the potentiality of Class IV routing from Blackie's Pasture in Tiburon to the Hwy 101 Interchange. (Transportation Alternatives for Marin is submitting similar comments to the County and Mill Valley to focus on the regionally important and multi-jurisdictional project to connect Blackie's Pasture with Camino Alto with a Class IV separated system.)

Our engineers and planners have been in the field and investigated Tiburon Blvd. We believe there is sufficient space on each side of Tiburon Blvd. for Class IV bicycle paths to connect Blackie's Pasture with the 101 interchange. However, it will take a Study to outline the feasibility of whether and how this will work. The good news is Study funds

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are usually available in cycles and their project could be a "pilot project for a Class IV," in Marin, which the State of California is trying to promote heavily.

To support of this opportunity, Transportation Alternatives for Marin recommends the following language be added to page 36 of the Tiburon Bicycle and Pedestrian Plan:

> **4.1.4 Proposed Class IV - Separated Bicycle Routes:**
> "The Town of Tiburon recognizes that Tiburon Blvd. from Blackie's Pasture to the Hwy 101 interchange is a primary route and potential future better route for cyclists if it were safer. The Town recognizes that only parts of Tiburon Blvd. from Blackie's Pasture to Hwy 101 interchange are within Town limits, however, Tiburon supports working with the County, Mill Valley, Caltrans and other agencies and jurisdictions to complete a Study to determine the feasibility of building a Class IV bike system from Blackie's Pasture to the Hwy 101 interchange along both sides of Tiburon Blvd. Examples of Class IV infrastructure are shown on page 10 of the current draft of the Tiburon Bicycle and Pedestrian Plan. Further, in the section on Tiburon Blvd. from Blackie's Pasture to the intersection of Greenwood Cove Drive, Blackfield Drive and Tiburon Blvd, this Study could also evaluate a separate pathway on one side of Tiburon Blvd. and a Class IV on the opposite side of Tiburon Blvd. This is similar to what was studied in Segment 8 of the 2012 Bay Trail Gap Study with the addition of a Class IV path on the opposite side of Tiburon Blvd."

Tiburon and the surrounding areas deserve reduced congestion and improved mobility. The Bicycle and Pedestrian Plan that the Town is considering is nice, but the Plan will not materially increase pedestrian and bicycle mobility given the absence of separated facilities.

To finalize a contemporary plan that integrates our communities' increasing value given to health, the environment and sustainable mobility, we encourage you to consider the recommendations submitted with this letter.

Respectfully submitted,

Patrick M. Seidler
President

cc: Tiburon Parks, Open Space & Trails Commission

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TEL: 415.389.5040 x24 FAX: 415.389-5044

Tiburon Bicycle and Pedestrian Advisory Committee
Mill Valley City Council
Mill Valley Bicycle and Pedestrian Advisory Committee
Marin County Bicycle and Pedestrian Committee
Greenwood Beach Road Homeowners Association
Marin County Bicycle Coalition

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TEL: 415.389.5040 x24 FAX: 415.389-5044

Professor John Pucher's

7 Fundamentals to Successful Bicycle Transportation

A. Infrastructure
   1. Extensive systems of separate cycling facilities
      a. Well maintained, fully integrated paths and lanes
      b. Connected off-street short-cuts, such as mid-block connections, and passages through dead ends for cars
   2. Intersection modifications and priority traffic signals
      a. Advance green lights for cyclist
      b. Advance cyclist waiting positions (ahead of cars) fed by special bike lanes facilitate safer and quicker crossings and turns
   3. Traffic calming
      a. Traffic calming of residential neighborhoods via speed limit (30km/h) and physical infrastructure deterrents for cars
      b. "Home Zones" with 5 km/h speed limit, where cars must yield to pedestrians and cyclist using the road
   4. Bike parking
      a. Large supply of good bike parking throughout the city
   5. Coordination with public transport
      a. Extensive bike parking at metro, suburban, and regional train stations
      b. Bike rentals at train station

B. Policy
   6. Traffic education and training
      a. Comprehensive cycling training courses for school children
      b. Special cycling training test tracks for children
      c. Stringent training of motorist to respect pedestrians and cyclist
   7. Traffic Laws
      a. Special legal protection for children and elderly cyclists
      b. Strict enforcement of cyclist rights by police and courts

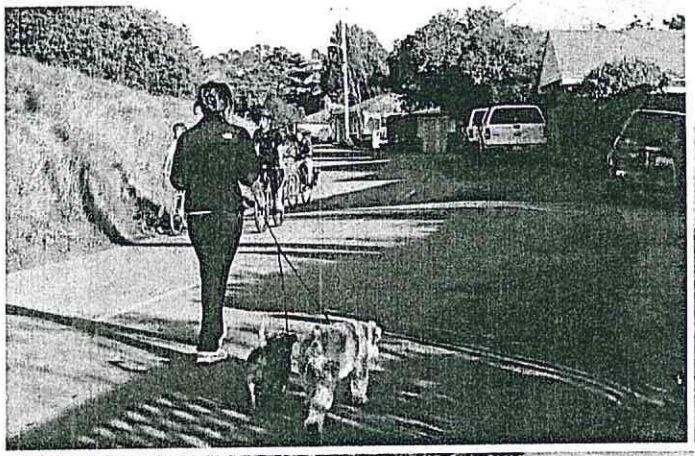
---

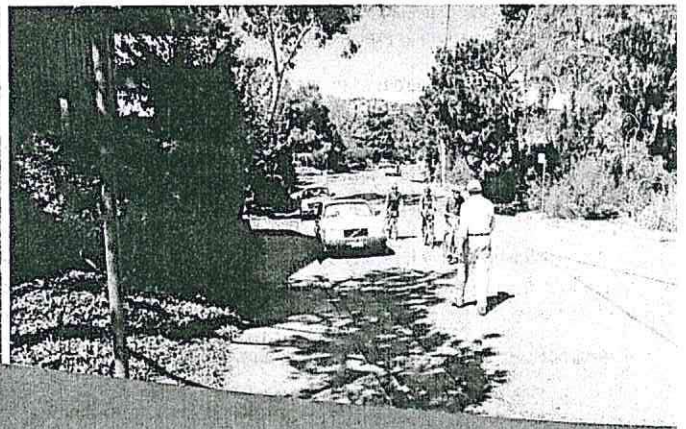
Source: Information provided directly to authors by bicycling coordinators in the Netherlands, Denmark, and Germany. Traditional measures used in virtually all Dutch, Danish, and German cities to promote cycling.

World Transport Policy & Practice
At the Frontiers of Cycling: Policy Innovations in the Netherlands, Denmark, and Germany
Volume 13. Number 3. Page 51. December 2007

John Pucher, PhD is a professor in the Bloustein School of Planning and Public Policy at Rutgers University (New Brunswick, New Jersey). Since earning a Ph.D. at the Massachusetts Institute of Technology in 1978, Pucher has conducted research on a wide range of topics in transport economics and finance, including numerous projects for the U.S. Department of Transportation, the Canadian government, and various European ministries of transport. For almost three decades, he has examined differences in travel behavior, transport systems, and transport policies in Europe, Canada, and the USA.

Ralph Buehler, PhD is Associate Professor in Urban Affairs & Planning at the Metropolitan Institute at Virginia Tech's Alexandria Center. Most of his research has an international comparative perspective, contrasting transport and land-use policies, transport systems, and travel behavior in Western Europe and North America.





Town of Tiburon
FINAL
Bay Trail Gap Study

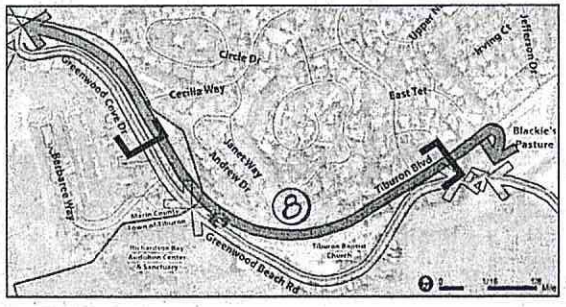
June 20, 2012

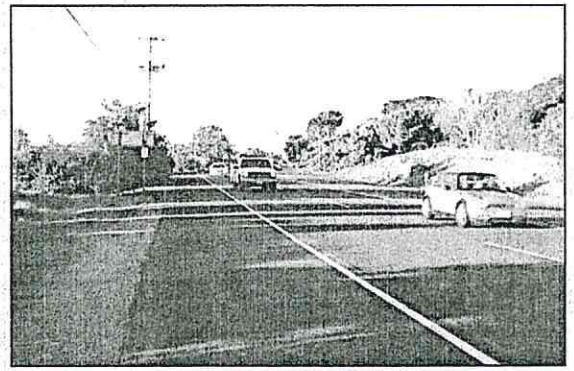
PREPARED FOR:
Town of Tiburon, Marin County, and Association of Bay Area Governments

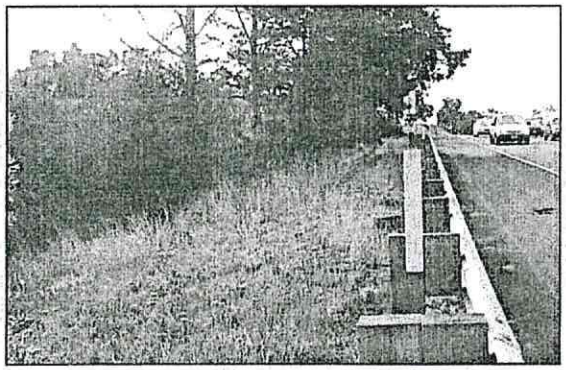
PREPARED BY:
Alta Planning + Design and Parisi Associates

IN ASSOCIATION WITH:
Harrison Engineering

Segment 8: Tiburon Boulevard, from Blackie's Pasture Road to Greenwood Cove Drive



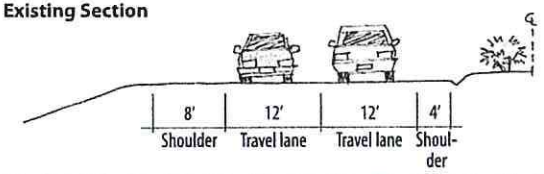




Eastbound Tiburon Boulevard (looking west) (both photos)

Existing Condition: Eastbound Tiburon Boulevard (looking west)

Existing Section

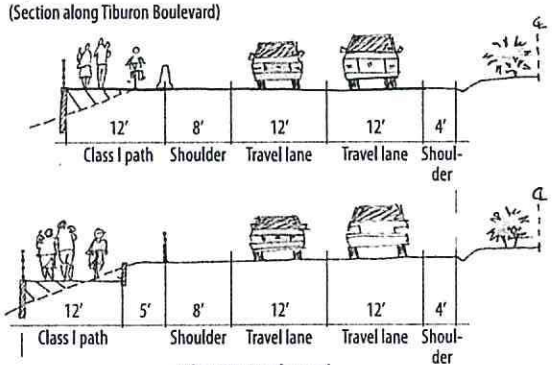


Description: Tiburon Boulevard through the Study Area is a major arterial consisting of a four-lane divided road. The posted speed limit is 45 MPH.

Bay Trail Segment Concepts

Option A

(Section along Tiburon Boulevard)



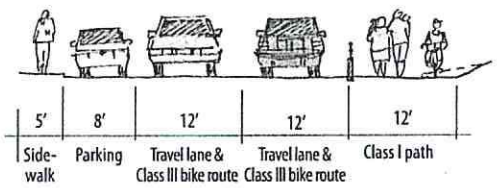
Tiburon Boulevard

Description: 12-foot (+/-) wide Class I path along the south side of Tiburon Boulevard from Blackie's Pasture to Blackfield Drive intersection; maintains Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench).

- Parking impact: None
- Retaining wall: 1,200 linear feet; height varies from 0.5 to 5.8 feet (at-grade path); 1,700 linear feet; height varies from 0.5 to 5.1 feet (lowered path)
- Tree impact: up to 75 trees
- Cantilever path over existing retailing wall: 100 linear feet
- Emissions along arterial road would result in adverse conditions for many path users
- Would require substantial grading and mitigation for erosion
- High speed corridor would not provide a relaxing recreation amenity
- As a commuter route, existing and projected noise levels would be tolerable for path users; as a recreation route, noise levels would deter potential path users
- Connects Blackie's Pasture with Strawberry Dr, but lacks amenities for recreation users
- Minor modifications to Tiburon Blvd/Greenwood Cove Dr intersection (see pg. 16)
- Estimated construction cost: $3,000,000 (at-grade path) to $3,100,000 (lowered path)

Option B

(Eastern half of alignment: see sections along Tiburon Boulevard above.
Western half of alignment: see section along Greenwood Cove Drive below.)



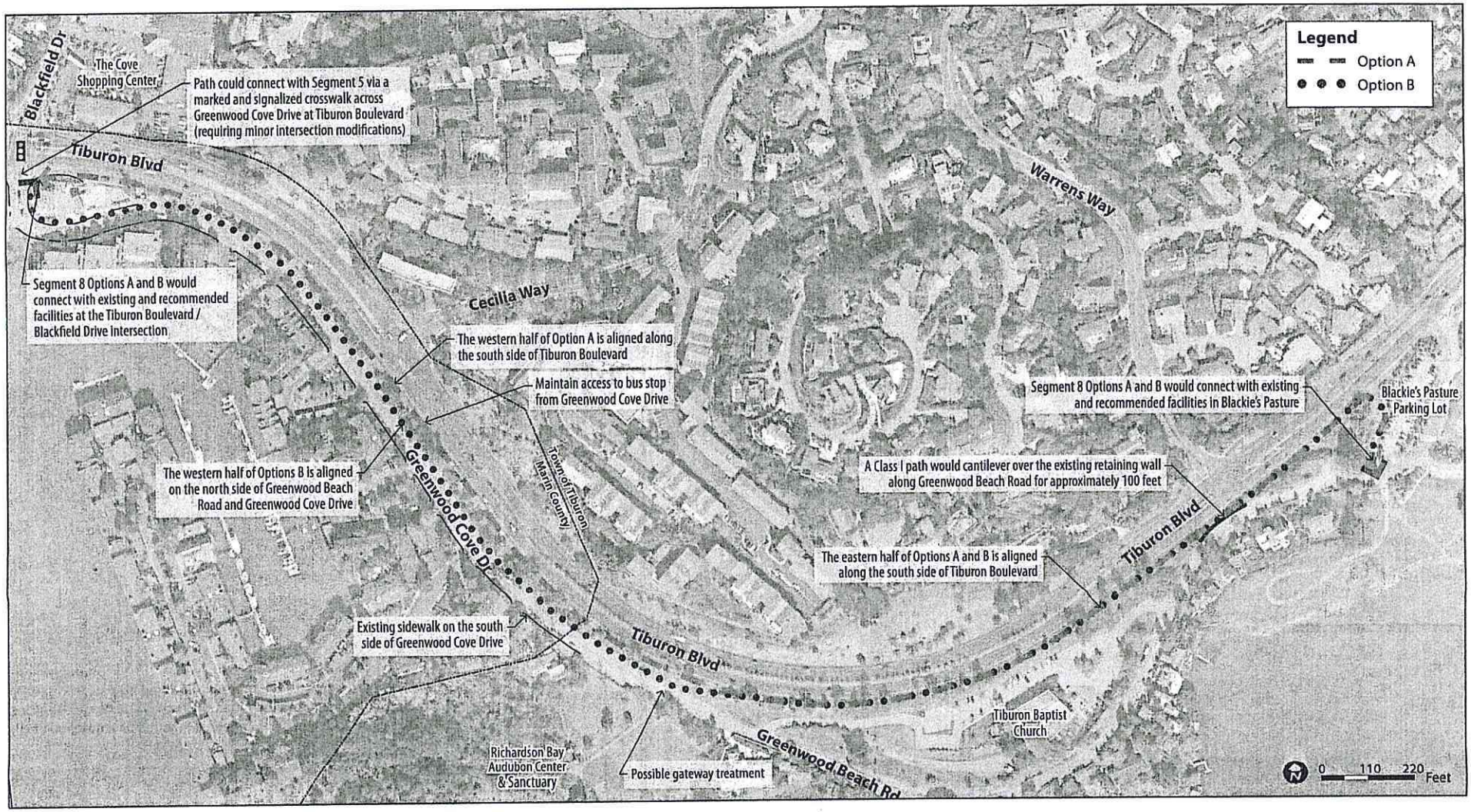
Greenwood Cove Drive

Description: 12-foot (+/-) wide Class I path along the south side of Tiburon Boulevard from Blackie's Pasture to approximately the Town/County Boundary; maintains Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench). West of the Town/County boundary, 12-foot (+/-) wide Class I path along north side of Greenwood Cove Drive.

- Parking impact: Parking prohibited for 1,400 linear feet on north side of Greenwood Cove Dr; however, existing parking demand is limited and can be accommodated on south side of street
- Retaining wall: 1,200 linear feet; height varies from 0.5 to 5.8 feet (at-grade path); 1,700 linear feet; height varies from 0.5 to 5.7 feet (lowered path)
- Tree impact: up to 65 trees
- Cantilever path over existing retailing wall: 100 linear feet
- Emissions along arterial road would result in adverse conditions for many path users
- Would require substantial grading and mitigation for erosion
- High speed corridor would not provide a relaxing recreation amenity
- As a commuter route, existing and projected noise levels would be tolerable for path users; as a recreation route, noise levels would deter potential path users
- Connects Blackie's Pasture with Strawberry Dr, but lacks amenities for recreation users
- Minor modifications to Tiburon Blvd/Greenwood Cove Dr intersection (see pg. 16)
- Estimated construction cost: $2,800,000 (at-grade path) to $3,000,000 (lowered path)

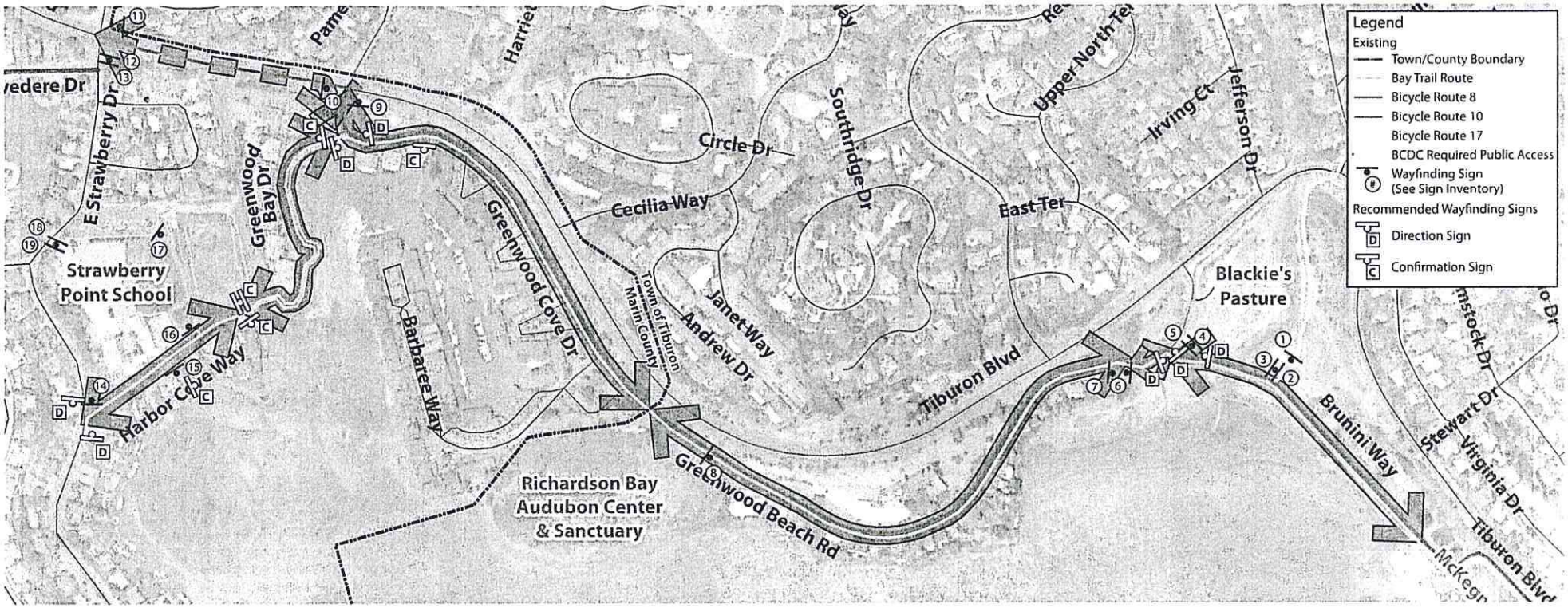
Segment 8: Tiburon Boulevard, from Blackie's Pasture Road to Greenwood Cove Drive (cont.)

Bay Trail Segment Concepts

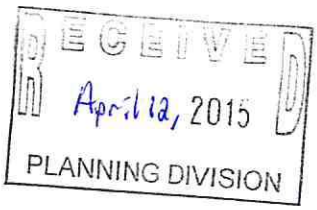


Conceptual Wayfinding Signage Plan

This conceptual wayfinding signage plan shows potential sign locations along one Study Segment combination. Actual sign locations would be determined following selection of a preferred Bay Trail alignment.



LATE MAIL # 1



April 12, 2016

Patrick Barnes
Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920

Subject: Tiburon Bicycle and Pedestrian Plan Update & The San Francisco Bay Trail

Dear Mr. Barnes:

Thank you for the opportunity to comment on the above-referenced plan. The Bay Trail Project is a nonprofit organization administered by the Association of Bay Area Governments (ABAG) that plans, promotes and advocates for the implementation of a continuous 500-mile bicycling and hiking path around San Francisco Bay. When complete, the trail will pass through 47 cities, all nine Bay Area counties, and cross seven toll bridges. To date, slightly more than half the length of the Bay Trail alignment has been developed.

There are a total of 6.7 miles of Bay Trail within the Town of Tiburon, and three miles are complete. The goal and mission of the Bay Trail is a continuous Class I multi-use recreational path adjacent to the shoreline that accommodates both cyclists and pedestrians. The Bay Trail also serves an important function as an alternative commute corridor. Please see the attached map for reference.

The current Bay Trail alignment in Tiburon begins at the Town limits on Greenwood Beach Road, heads south on the shoreline multi-use path, joins bike lanes on Tiburon Boulevard at Mar West Street, and leaves Town jurisdiction on Paradise Drive near the Fishing Pier. In 2011, ABAG's Bay Trail Project provided the Town of Tiburon a $97,628 grant to prepare the Tiburon Bay Trail Gap Closure Feasibility Study (The Study). The study evaluated alternatives and provided recommendations to the Town and the County for improvements at Blackie's Pasture, Greenwood Beach and Greenwood Cove Roads, Tiburon Boulevard between Greenwood Cove and Strawberry Drive and their associated intersections, Greenwood Bay Drive and Harbor Cove Road. The recommended improvements would result in the closure of several small but important gaps in the regional, nine-county Bay Trail.

The Bay Trail Project's comments on 5.3 Bicycle project Prioritization from page 49 are as follows:

Project #3—Greenwood Beach Road from Town/County Boundary to Blackie's Grove

The Town of Tiburon's staff recommendation (May 15, 2012) resulting from the Bay Trail Gap Closure Study for this segment (segment #3) was option C, the creation of a separated 6-foot bi-directional pedestrian path along the north side of Greenwood Beach Road with sharrows for cyclists. Project #3 in Table 4-1 of the Draft Plan proposes a change to Class III signage alerting cyclists to a slow zone and directing faster cyclists to use Tiburon Boulevard. The Bay Trail continues to support the recommendations of the Bay Trail Gap Closure Study and the staff recommendation. Until such time as a decision to implement this project is made by the Town, and the improvements are funded, the Bay Trail supports interim safety improvements recommended in the draft bicycle pedestrian plan for Greenwood Beach Road. Regardless of this street's designation as a planned segment of the nine-county, 500-mile Bay Trail, cyclists and pedestrians will continue to use this route as an alternate to State Route 131, Tiburon Boulevard. The proposed improvements would benefit all users of Greenwood Beach Road—cyclists, pedestrians, drivers, and residents alike.

Project #7—Tiburon Boulevard from Town limits to Trestle Glen Boulevard

As noted above, Class II bike lanes on the shoulders of Tiburon Boulevard do not meet the goal of the San Francisco Bay Trail—a fully separated multi-use path as close to the shoreline as possible. While it is true that the recommendations for segment #3 would also not achieve this goal, the vast differences in safety and comfort between these two roadways is profound. In the absence of a full Class I pathway adjacent to Tiburon Boulevard, Greenwood Beach Road remains a superior trail alignment.

Project #1—Blackie's Pasture Connection from Blackie's Grove to Blackie's Pasture

The Bay Trail Project fully supports the inclusion of this project.

Project #2—Tiburon Boulevard at Blackfield Drive/Greenwood Cove Drive

The Bay Trail Project fully supports the proposed intersection improvements.

Project #5—Tiburon Boulevard from Mar West Street to Lagoon Road/Cove Road

The Bay Trail Project is pleased to see improvements to this transition zone are under consideration.

Project #6—Paradise Drive from Mar West Street to East Town Limit

The Bay Trail Project fully supports Class III signage and stenciling on Paradise Drive.

Project #4—Trestle Glen Boulevard from Tiburon Boulevard to Paradise Drive

The Bay Trail Project funded a feasibility study as well as a construction project on Trestle Glen Boulevard in 2003 and 2005 respectively, for a total of $281,566. These grants funded the design and construction of the pedestrian path on the north side of the street. Bike lanes are still needed and the Bay Trail Project fully supports the inclusion of Project #4 in the bicycle pedestrian plan.

Though not listed as a priority project as it is outside of the Town limits, the Bay Trail appreciates the inclusion of Project #8, a Class I multi-use path adjacent to Tiburon Boulevard from East Strawberry Drive to Greenwood Cove Drive. This supports Objective B, actions 2, 3, 4, 5 and 6 from page 3 of the Plan.

Appendix A: Funding Sources

As ABAG's Bay Trail Project has provided $379,194 in grant funding to the Town of Tiburon, please list the Bay Trail Grant Program as a funding source under section 5.9, Regional and Local Sources. Add

Appendix B: Bicycle and Pedestrian Policies

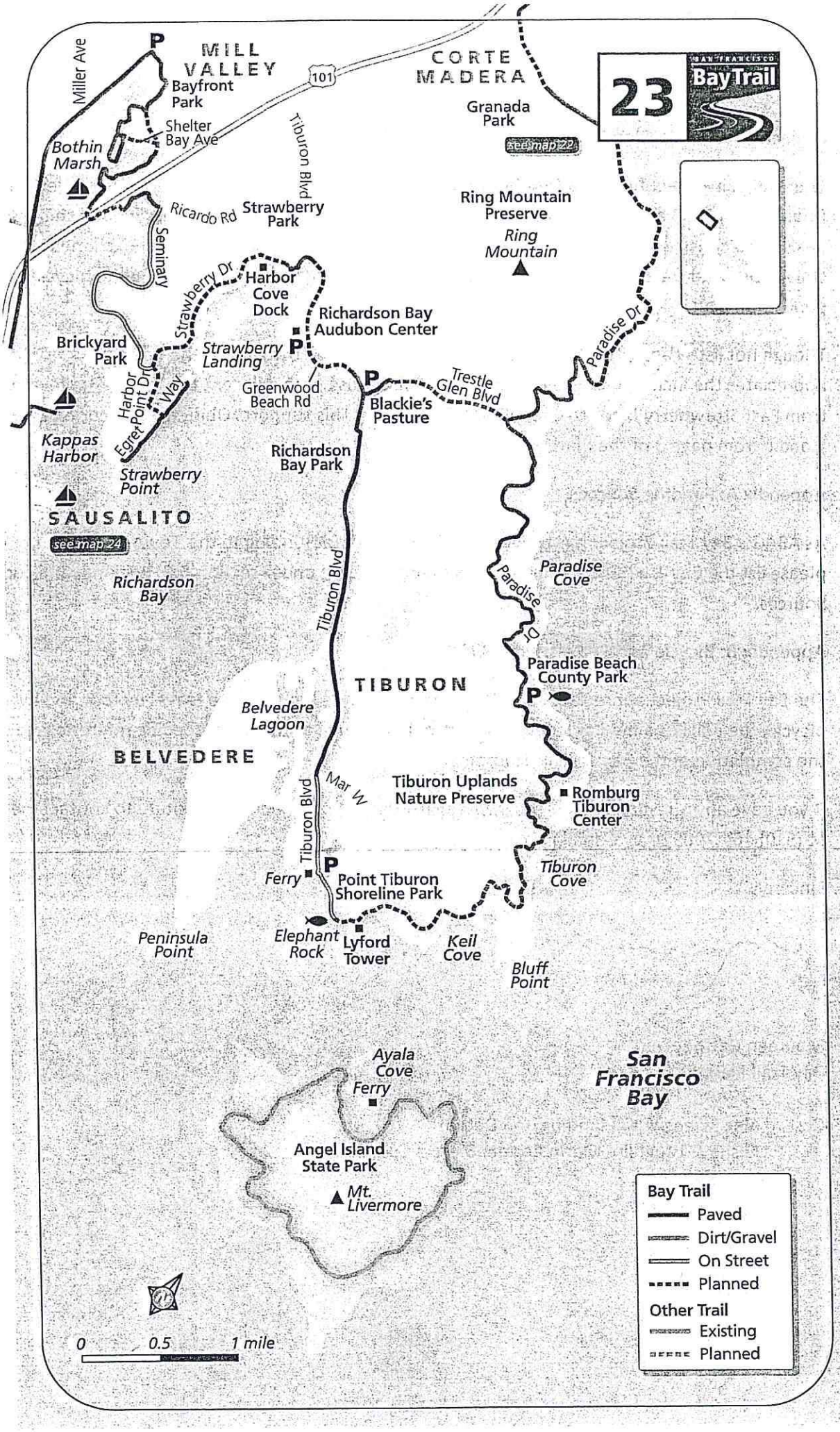
The Bay Trail Project appreciates all of the policies included to promote travel by foot and by bicycle, the policies aimed at safety improvements, as well as the three specific references to the completion of the Bay Trail in Tiburon.

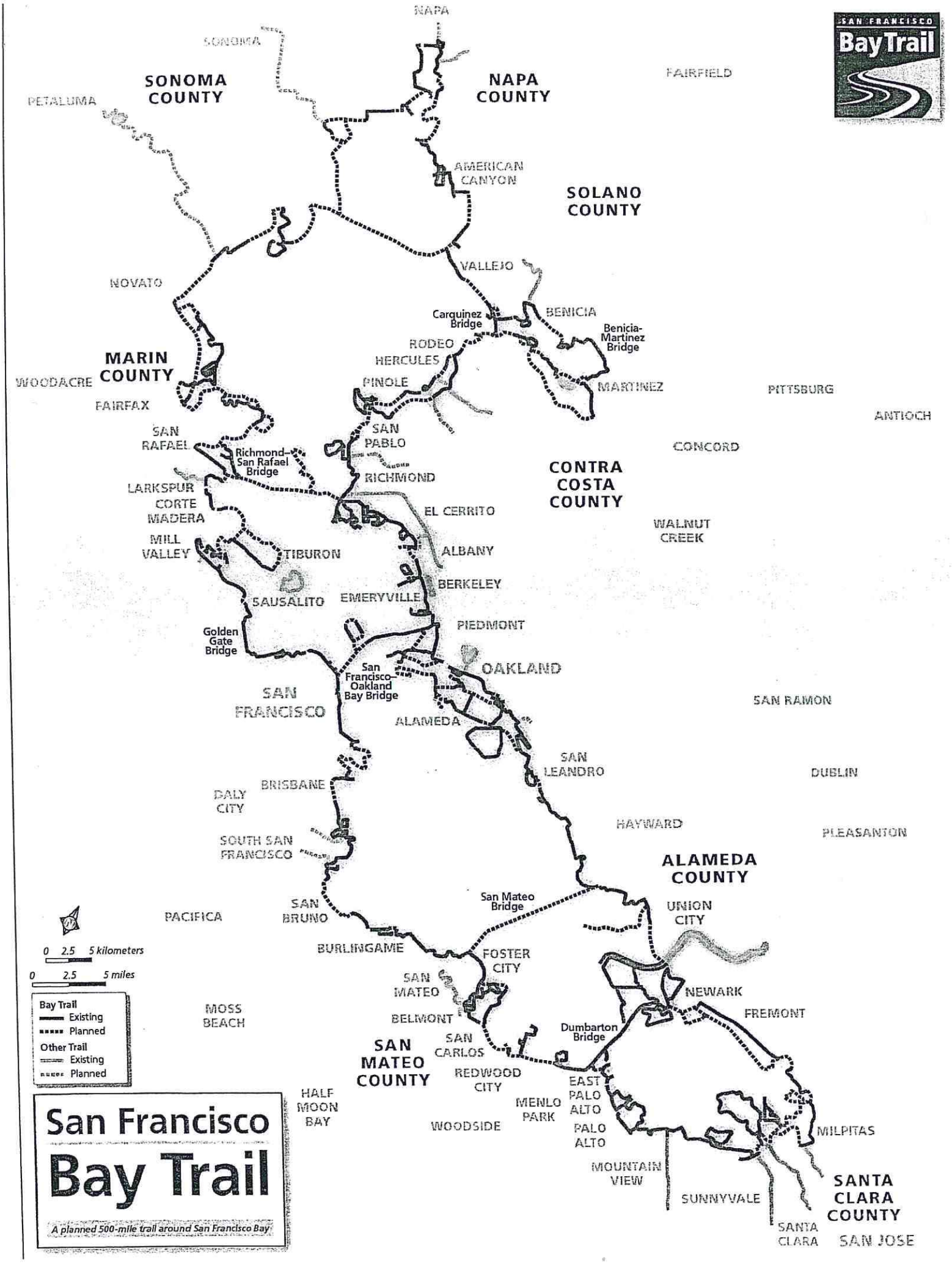
If you have any questions about the Bay Trail in Tiburon, please do not hesitate to contact me at (510) 464-7909 or by e-mail at maureeng@abag.ca.gov.

Sincerely,

Maureen Gaffney
Bay Trail Planner

Cc: Alex Sweet, Alta Planning and Design
Alisha O'Laughlin, Marin County Bicycle Coalition


23
SAN FRANCISCO Bay Trail
MILL VALLEY
CORTE MADERA
Miller Ave
101
Bayfront Park
Shelter Bay Ave
Bothin Marsh
Tiburon Blvd
Granada Park
see map 22
Ring Mountain Preserve
Ring Mountain
Ricardo Rd
Strawberry Park
Seminary
Strawberry Dr
Harbor Cove Dock
Richardson Bay Audubon Center
Brickyard Park
Strawberry Landing
Paradise Dr
Harbor Point Dr
Egret Way
Greenwood Beach Rd
Trestle Glen Blvd
Blackie's Pasture
Kappas Harbor
Richardson Bay Park
Strawberry Point
SAUSALITO
see map 24
Richardson Bay
Tiburon Blvd
Paradise Cove
Paradise Dr
Paradise Beach County Park
TIBURON
Belvedere Lagoon
BELVEDERE
Mar W
Tiburon Uplands Nature Preserve
Romburg Tiburon Center
Tiburon Blvd
Ferry
Point Tiburon Shoreline Park
Tiburon Cove
Peninsula Point
Elephant Rock
Lyford Tower
Keil Cove
Bluff Point
Ayala Cove Ferry
San Francisco Bay
Angel Island State Park
Mt. Livermore
0
0.5
1 mile
Bay Trail
Paved
Dirt/Gravel
On Street
Planned
Other Trail
Existing
Planned


SAN FRANCISCO Bay Trail
NAPA
SONOMA
SONOMA COUNTY
NAPA COUNTY
FAIRFIELD
PETALUMA
AMERICAN CANYON
SOLANO COUNTY
VALLEJO
NOVATO
Carquinez Bridge
BENICIA
Benicia-Martinez Bridge
RODEO
HERCULES
MARIN COUNTY
WOODACRE
PINOLE
MARTINEZ
PITTSBURG
FAIRFAX
ANTIOCH
SAN RAFAEL
SAN PABLO
CONCORD
Richmond-San Rafael Bridge
CONTRA COSTA COUNTY
RICHMOND
LARKSPUR
CORTE MADERA
EL CERRITO
WALNUT CREEK
MILL VALLEY
TIBURON
ALBANY
BERKELEY
SAUSALITO
EMERYVILLE
PIEDMONT
Golden Gate Bridge
San Francisco-Oakland Bay Bridge
OAKLAND
SAN FRANCISCO
SAN RAMON
ALAMEDA
SAN LEANDRO
DUBLIN
BRISBANE
DALY CITY
HAYWARD
PLEASANTON
SOUTH SAN FRANCISCO
ALAMEDA COUNTY
San Mateo Bridge
SAN BRUNO
UNION CITY
PACIFICA
BURLINGAME
FOSTER CITY
0 2.5 5 kilometers
0 2.5 5 miles
SAN MATEO
NEWARK
Bay Trail
Existing
Planned
Other Trail
Existing
Planned
MOSS BEACH
BELMONT
FREMONT
Dumbarton Bridge
SAN CARLOS
SAN MATEO COUNTY
REDWOOD CITY
EAST PALO ALTO
HALF MOON BAY
MENLO PARK
WOODSIDE
PALO ALTO
MILPITAS
MOUNTAIN VIEW
SUNNYVALE
SANTA CLARA COUNTY
SANTA CLARA
SAN JOSE
San Francisco
Bay Trail
A planned 500-mile trail around San Francisco Bay

Scott Anderson

From: Alice Fredericks [alice@alicefredericks.net]
Sent: Wednesday, April 06, 2016 11:49 AM
To: Scott Anderson; Patrick Barnes
Subject: FW: Comments for The Tiburon Draft Bike and Ped Plan

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From: Kathy Mcleod <kathy@wheelescape.org>
Date: Wednesday, April 6, 2016 at 11:34 AM
To: Erin Riley Tollini <erin20000@gmail.com>, Frank X Doyle <standingstone@sbcglobal.net>, Alice Fredericks <alice@alicefredericks.net>, Emmett O'donnell <Emmett@vikingind.com>, Jim Fraser <JSFraser1@comcast.net>, Kate Sears <KSears@co.marin.ca.us>, "Alden, Leslie" <LAlden@marincounty.org>, Dan Dawson <DDawson@co.marin.ca.us>, Patrick Barnes <pbarnes@townoftiburon.org>
Cc: Patrick Seidler <pseidler@wtb.com>, Peter Winkler <PWinkler@Winklerlaw.com>, Joyce Tayer <jtayer@comcast.net>, Abbot Bruce <brucedabbott@comcast.net>, Heath Harry <harry.heath@mindspring.com>, Cathleengouveia <Cathleengouveia@gmail.com>, Joan Moir <Joanmoir@comcast.net>, gail eastabrooks <gaileast@yahoo.com>, Anne Marie Ghazi <saeed.g@att.net>, John McLeod <mcleodfx@earthlink.net>, Francis Barbour <febarbour@gmail.com>, Matina Seremetis <matinaseremetis@gmail.com>, Kallins Wendi <wkallins@igc.org>, Petey Stein <peyton@steinhome.com>, "Dr. Nancy Lynch" <nlynch@reedschools.org>, KEVIN TINTO <kwtinto@aol.com>, Fred Fox <spinningrabbi@comcast.net>, Maureen Gaffney <MaureenG@abag.ca.gov>
Subject: Comments for The Tiburon Draft Bike and Ped Plan

Dear Tiburon Town Council,

I attended the Tiburon Parks and Open Space Commission meeting last Tuesday. I was surprised to find that there is no mention of an option to link a safe path from Blackies Pasture to Greenwood Cove Rd (County) in the Draft Bicycle and Pedestrian Plan.

Our Tiburon Plan also does not provide a long range safe option for children. It suggest one option, which is to continue as usual riding in the middle of Greenwood Cove Rd and Greewood Beach Rd without any striping or signs directed at traffic to slow down or be aware of where to expect cyclists. This is not our Safe Routes to School Task force recommendation for future improvements.

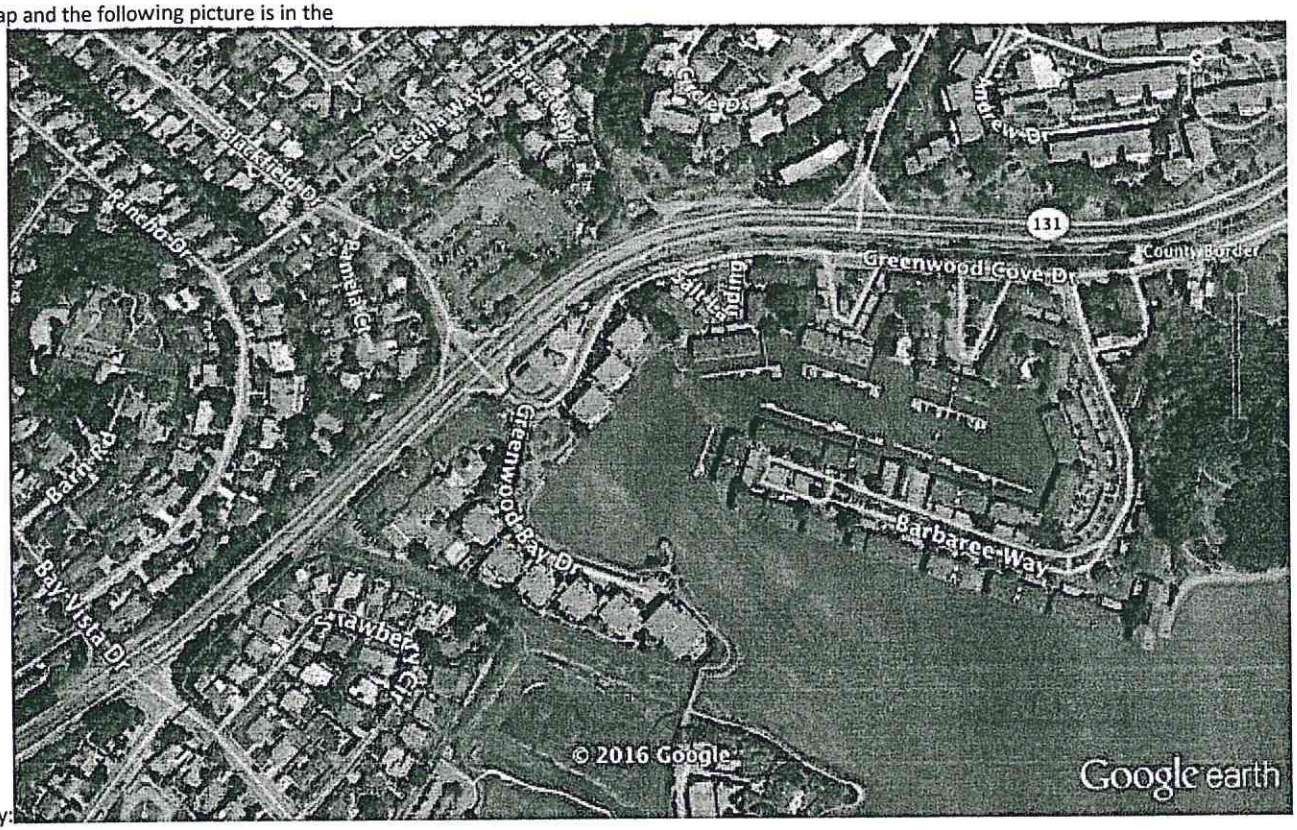
Our Tiburon Plan needs to meet up with the County's Plan. For example, our plan allows for a bike lane along Tiburon Blvd. on BOTH sides. The County includes a multi-purpose path from Strawberry to Greenwood Cove Rd. on ONE side with no bike lane on either side of Tiburon Blvd.

As a member of the Safe Routes to School Task Force and League Cycling Instructor teaching children bicycling, I hear from all kinds of cyclists. Here in Tiburon what I hear about most comes from the residents at the Cove Apartments who are bothered about cyclist riding in the road and blocking cars. At our Task Force meeting the recommendation was to provide "sharrows" and signs to slow drivers. The Greenwood Beach road residents say the cyclist go too fast. Our Draft Tiburon Plan does not solve either concern.

One way to solve all the issues is to link the greenway between Tiburon Blvd and Greenwood Cove/Beach Rd. to the County's plan for a path from Greenwood Cove Rd to Strawberry Dr. I know this would be a long range plan but at least it is an option that should be mentioned in our plan.

These pictures explain better.

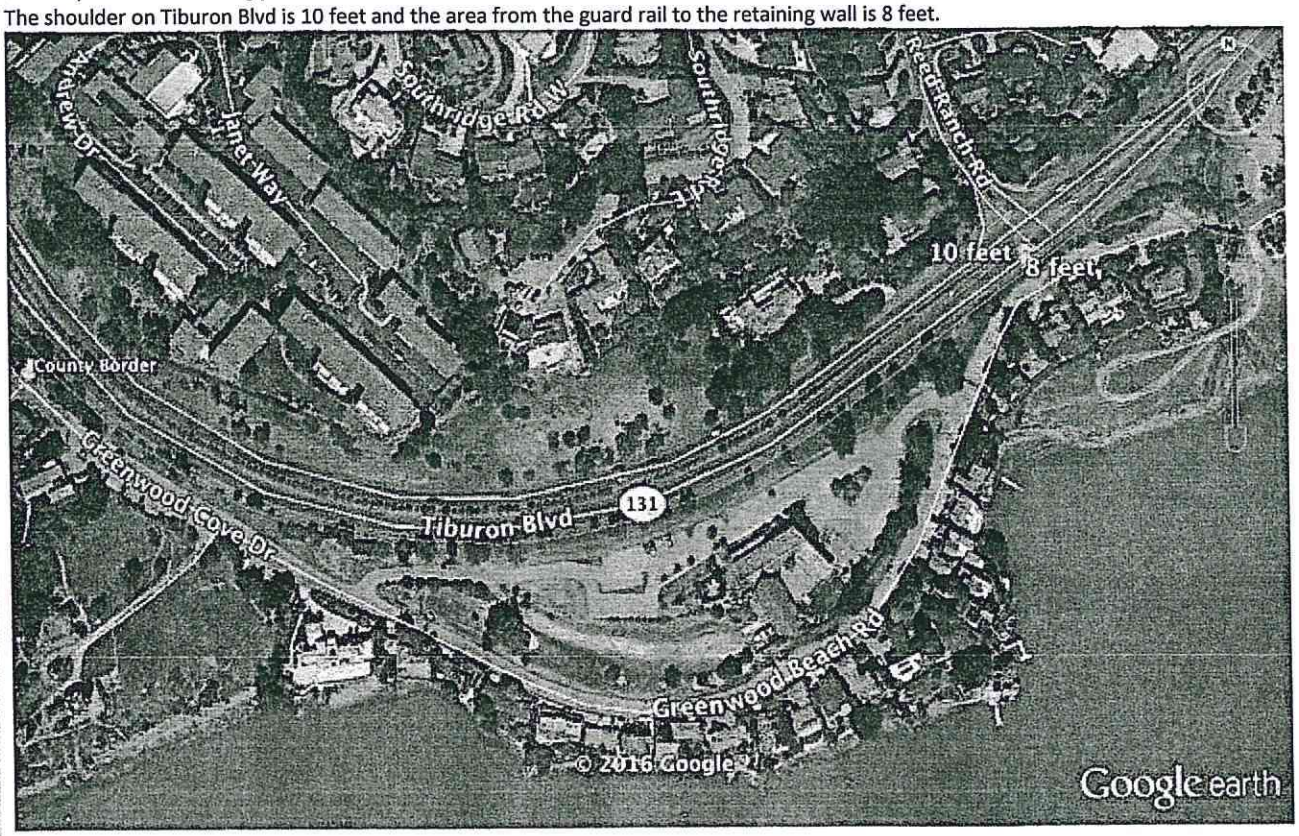
This map and the following picture is in the



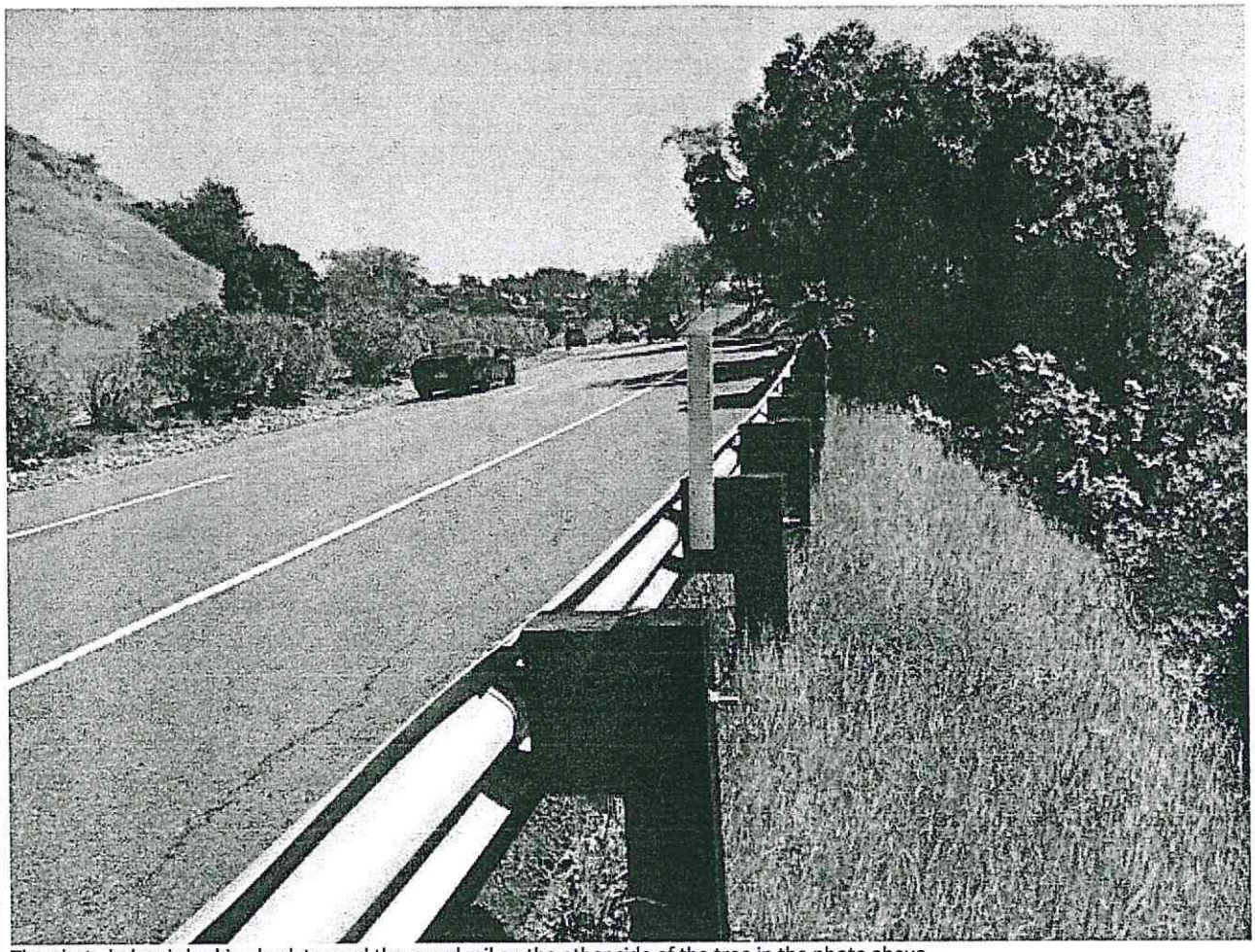
County:

Below: Tiburon Blvd is on the left and Greenwood Cove is on the right.
This is looking toward Tiburon close to the 76 station. It is a wide green area that goes all the way to the County line at Barbaree Way.

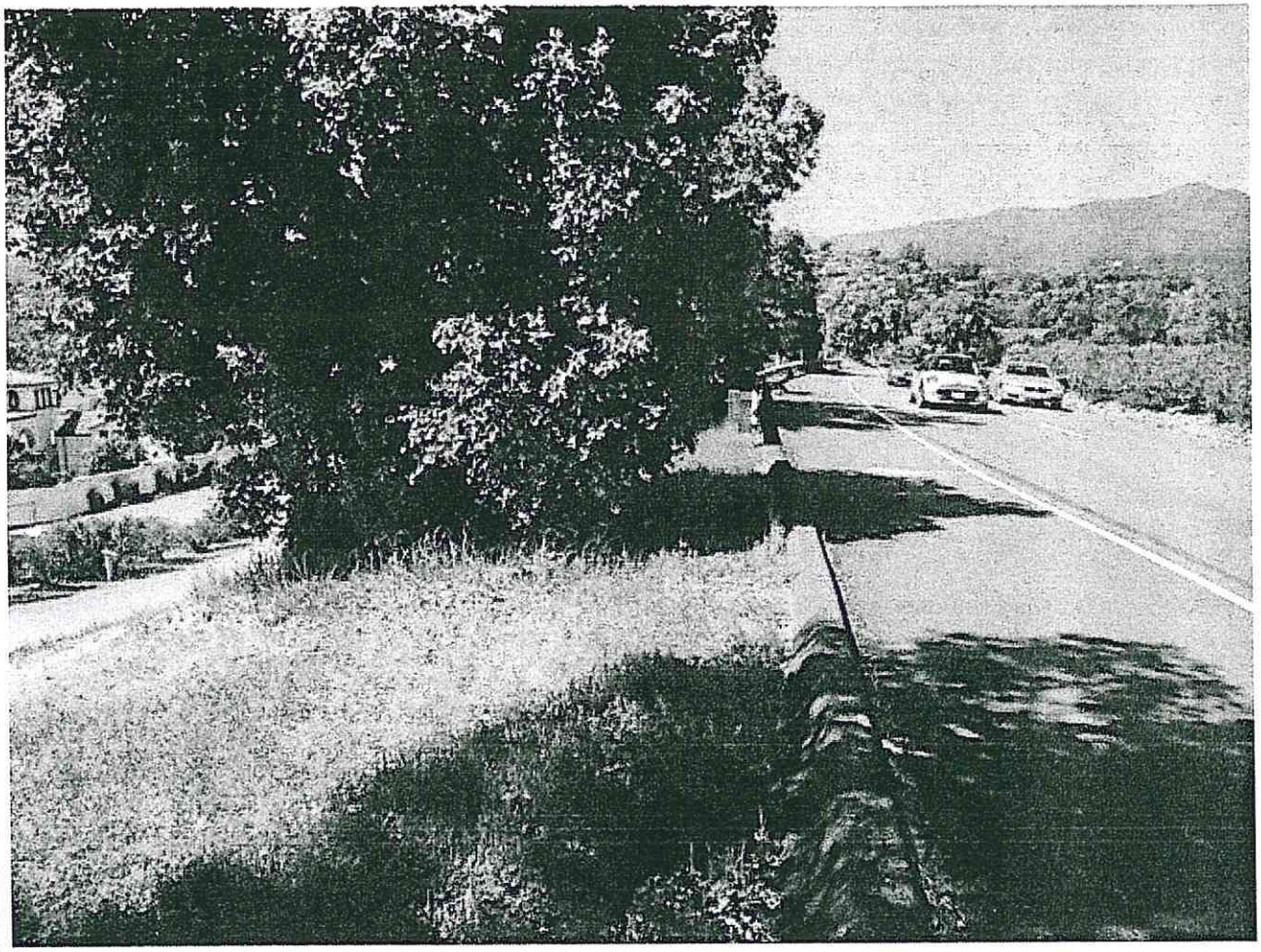
This map and the following pictures are in Tiburon. You will find where I measured the narrowest section of the route as best I could from the google app. The shoulder on Tiburon Blvd is 10 feet and the area from the guard rail to the retaining wall is 8 feet.



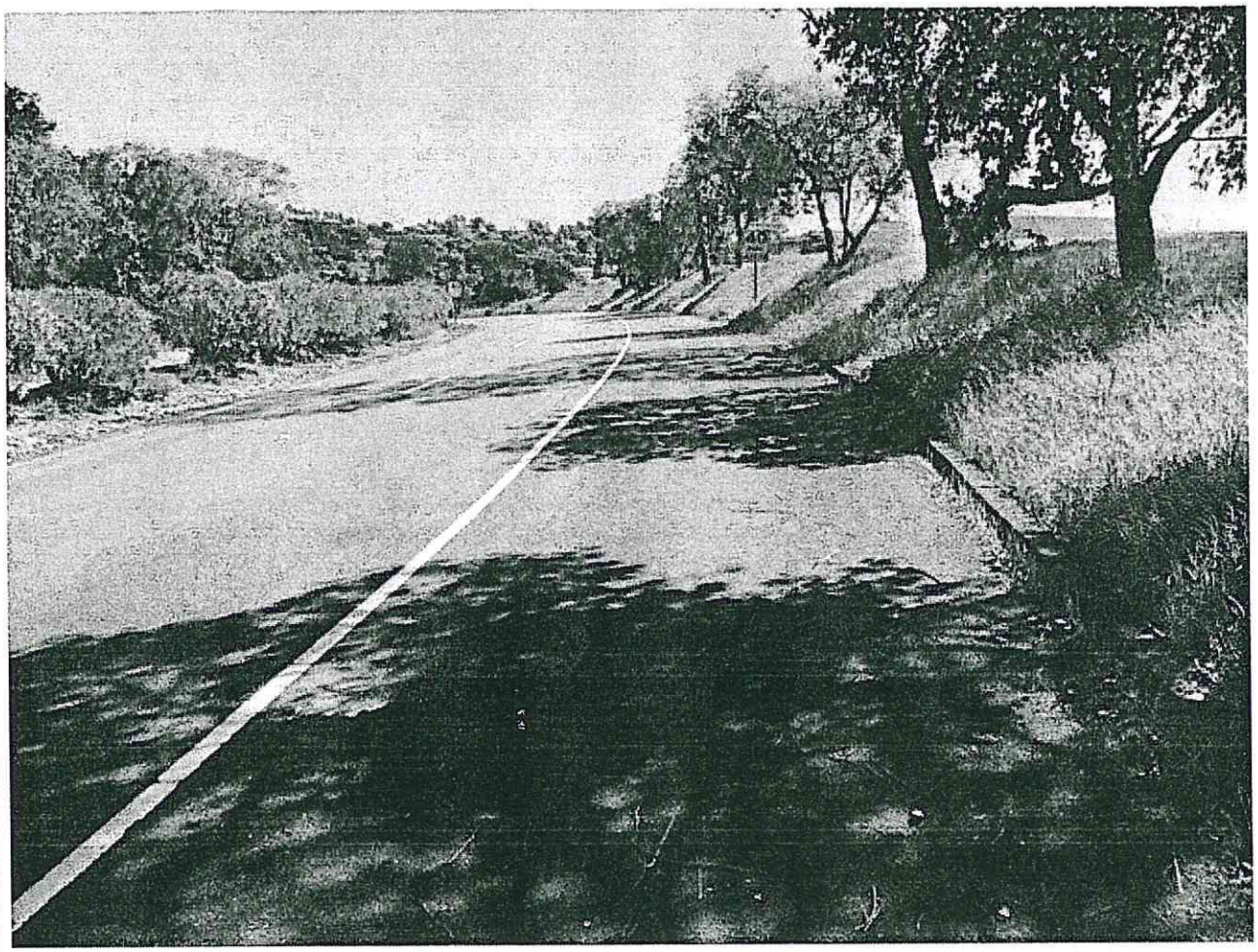
Continuing from Barbaree Way toward the Church the greenway not level the grassy area could be leveled out to create a level and wide path.



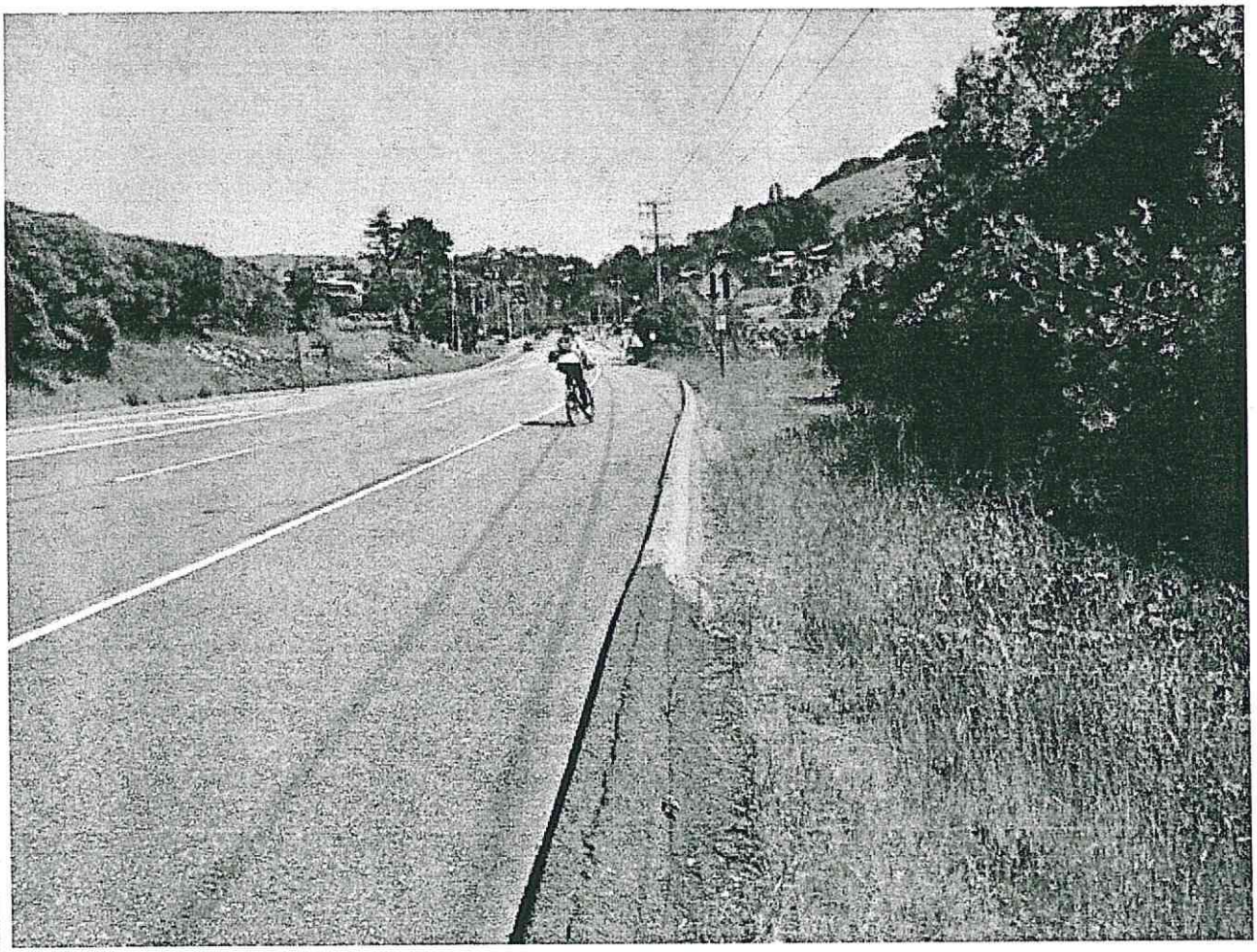
The photo below is looking back toward the guard rail on the other side of the tree in the photo above.



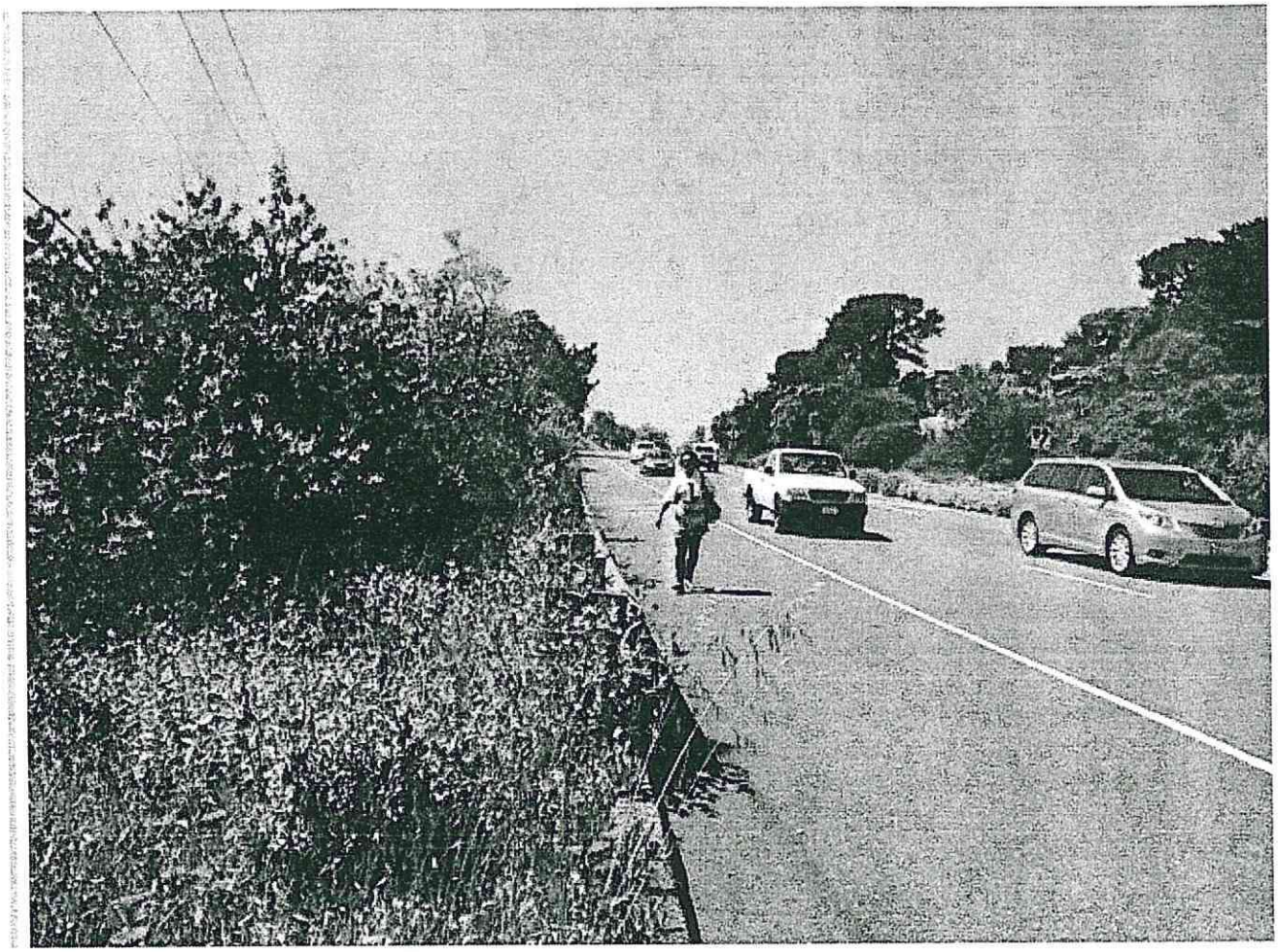
Here the shoulder is very wide and could include a protected bike lane or multipurpose path especially since there are no driveways to worry about.



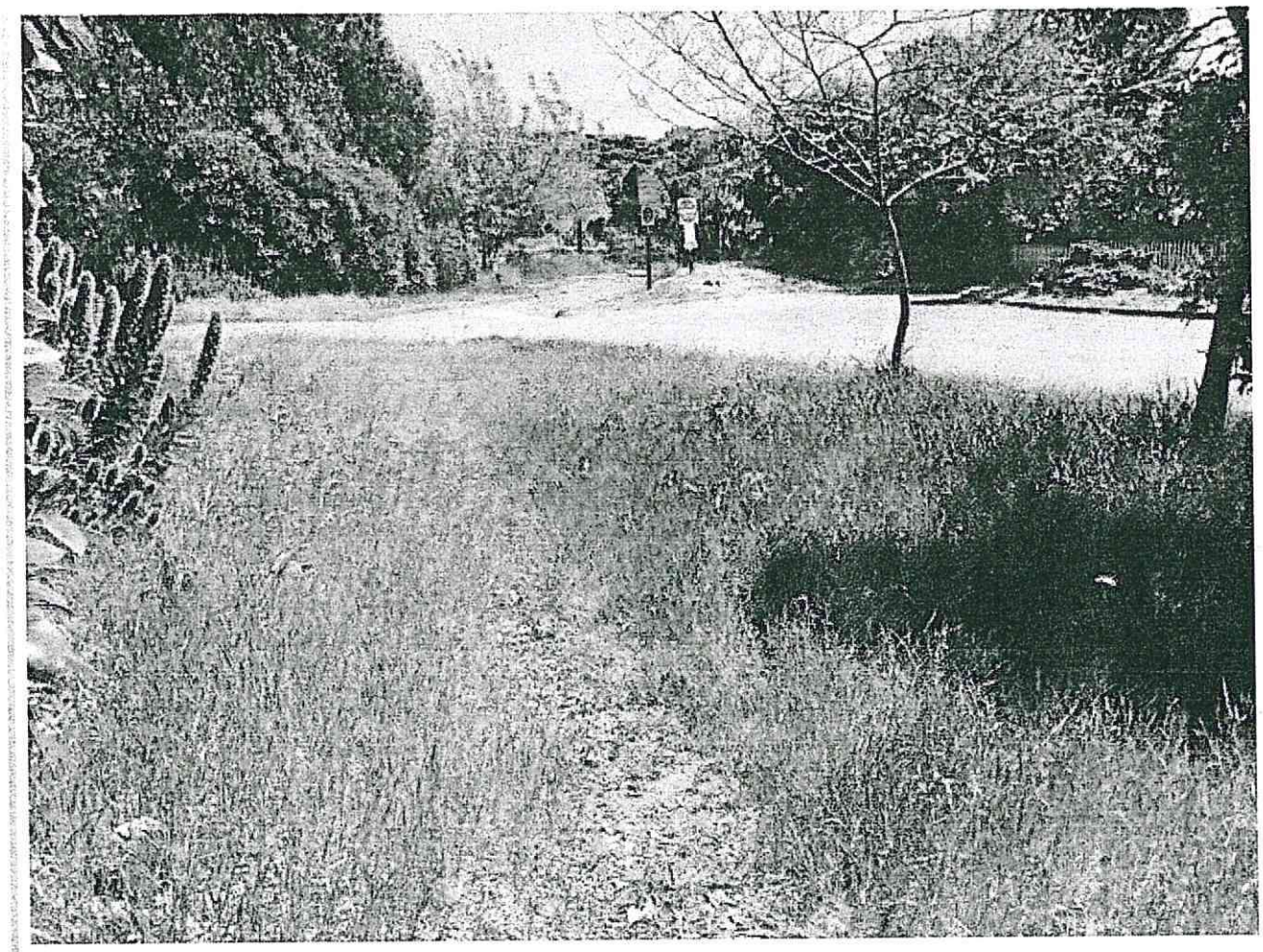
Looking down the hill beyond the church you can see there is a lot of space to merge the path back to Blackies Pasture.



Or merge the path earlier where pedestrians take this short cut to Greenwood Beach Rd.



This pedestrian path drops you out right at the entrance to Blackies Pasture and the Old Rail Trail.



Pedestrians can continue using Greenwood Beach Rd to reduce conflict between bicyclists and walkers. Fast cyclists can use Hwy 131 with the bike lane to avoid conflict from slower cyclists.

Tourists, children under 16, local commuters, fitness and recreational riders will continue to come. Local residents will continue to complain until there is order. A "Study" of the area will show solutions and that is what needs to be mentioned in our plan.

Children are biking to Bel Aire Elementary, the Cove Shopping Center, the bus stops, crossing from Reed Ranch Road, Cecilia and so on. Our Tiburon Draft Bike and Ped Plan must consider possibilities for ages 8 to 80.

There is room to have a wonderful safe promenade linking to the Old Rail Trail. Most importantly, a choice to ride along separate from fast moving traffic on Highway 131, yet off of Greenwood Cove/Beach Rd.

Thank you for your time considering the importance of this safety issue and ways to make sure it is part of our long range plan.

Kathy McLeod
21 Mercury Ave
Tiburon Ca 94941

415-686-3805

PETITION
To
MAYOR AND COUNCIL, TOWN OF TIBURON
From
RESIDENTS OF GREENWOOD BEACH ROAD

Now come the below signed residents of Greenwood Beach Road, Tiburon, and Petition their elected Mayor and Council for relief from an egregious and intolerable situation that has developed over the recent years as a result of the ever increasing numbers of bicyclists using Greenwood Beach Road.

FACTS AND ALLEGATIONS

A number of years ago, the exact number of which Petitioners are uncertain, but which they believe to exceed ten years, without the benefit of public notice, hearing, or public participation, Bay Trails signs were posted on the Tiburon Peninsula, routing bicycle traffic over Greenwood Beach Road.

Soon thereafter, a variety of publications, local and national, informed their readership of this newly designated bicycle route, and shortly thereafter there began, slowly but gradually and increasingly, bicycle traffic over Greenwood Beach Road until it has now reached proportions that have become dangerous and intolerable to the Residents of Greenwood Beach Road, for the following reasons:

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Greenwood Beach Road has numerous curves and uneven topography resulting in restricted forward visibility and with the addition of parked motor vehicles and delivery vehicles, often double parked, visibility and lateral clearances are even more reduced.

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FEB 03 2016
PLANNING DIVISION

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Bicycling on Greenwood Beach Road has increased exponentially over the past few years, especially with the increased use of bike rentals by out-of-town bike rental agencies

Christina O'Love 1-29-2016

C-6

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PLANNING DIVISION

PRAYER FOR RELIEF

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Name and signature	date	address
CHRIS PETRIN	2/2/16	448 GREENWOOD BEACH

DIGEST

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Name and signature	date	address
JANE FORD	2/2/16	448 Greenwood Beach Rd

RECEIVED
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PLANNING DIVISION

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In 1992, in order to relieve the street of dangerously excessive motor vehicle traffic, the street was closed to through motor vehicular traffic at a point adjacent to Blackie's Pasture. Since that time, with the unanticipated increase of bicycle traffic, the danger of accident and physical injury now easily exceeds that which existed at the time of the street closure.

There have been over the preceding few years a number of injuries to bikers on Greenwood Beach Road, as witnessed by residents of this street, and there are bound to be more.

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Name and signature	date	address
Reid Plank	2-1-16	382 Greenwood Beach Rd.
Graciela Placak	2-1-16	382 Greenwood Beach Rd.

RECEIVED
PLANNING DIVISION

PETITION

To

MAYOR AND COUNCIL, TOWN OF TIBURON

From

RESIDENTS OF GREENWOOD BEACH ROAD

Now come the below signed residents of Greenwood Beach Road, Tiburon, and Petition their elected Mayor and Council for relief from an egregious and intolerable situation that has developed over the recent years as a result of the ever increasing numbers of bicyclists using Greenwood Beach Road.

FACTS AND ALLEGATIONS

A number of years ago, the exact number of which Petitioners are uncertain, but which they believe to exceed ten years, without the benefit of public notice, hearing, or public participation, Bay Trails signs were posted on the Tiburon Peninsula, routing bicycle traffic over Greenwood Beach Road. Soon thereafter, a variety of publications, local and national, informed their readership of this newly designated bicycle route, and shortly thereafter there began, slowly but gradually and increasingly, bicycle traffic over Greenwood Beach Road until it has now reached proportions that have become dangerous and intolerable to the Residents of Greenwood Beach Road, for the following reasons:

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Emboldened by recently enacted legislation designed to protect cyclists, some of the more aggressive bikers arrive with unreasonable expectations of privilege never envisioned by such legislation, often demanding right of way in a manner laced with invective and hostility. Residents of Greenwood Beach Road are frequently subject to profane and abusive language, especially at points of narrow passage and the street closure at Blackie's Pasture, as are unsuspecting motorists whose diligence or lack of submission provoke the ire of the "privileged ones."

PETITION TO: MAYOR AND COUNCIL, TOWN OF TIBURON
FROM: RESIDENTS OF GREENWOOD BEACH ROAD
PAGE TWO

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Name and Signature	Address	Date
MICHAEL J SAVAGE	410 Greenwood Beach Rd	1/27/16
Michael J Savage		
GINI SAVAGE	410 Greenwood Beach Rd	1/27/16
Gini Savage	" "	1/27/16
KRISTIN HANSEN	410 GREENWOOD BEACH RD	
Kristin Hansen	1/27/16	

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PLANNING DIVISION

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From

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Name and signature	date	address
Lon Cretien	2/3/16	428 Greenwood Beach Rd Tiburon, CA

Patrick Barnes

From: Sidsel Moller [sidselmoller@comcast.net]
Sent: Friday, January 22, 2016 7:05 PM
To: Patrick Barnes
Subject: Bike Path

Dear Mr Barnes

I am strongly opposed to a bike path being constructed via Greenwood Beach rd in Tiburon We have a perfectly good and wide road here , Tiburon Blvd which would be appropriate for this purpose I object to our neighbour hood street having been made into a bicycle race track to benefit commercial interests in San Francisco It is too crowded and very dangerous.
Sincerely

Sidsel Moller

458 Greenwood Beach RD
Tiburon, Ca 94920

Pat Barnes
Town Engineer & Director of Public Works
PBarnes@TownOfTiburon.Org

LATE MAIL # 1

Dear Mr. Barnes,

As a longtime resident of Greenwood Beach Road ("GBR"), I strongly oppose the specific proposal of a permanent establishment of a dedicated bike path on GBR. There has been increased bicycle usage, in both speed and volume, which has increased the risks of injury to residents, pedestrians, cyclists, and property. At times, there are virtual pelotons of pseudo-racing cyclists covering both sides of the whole road.

As residents, we have worked earnestly to reduce traffic hazards on our road, over many years, including the closing of GBR to automobile traffic at Blackie's Pasture.

Tiburon Boulevard itself is a roadway that is much better suited to the implementation of a dedicated bike pathway along its route.

Please see to it that a copy of this letter is forwarded to the mayor and town council.

Sincerely,

Dr. KMD Jones
422 Greenwood Beach Road
Tiburon, CA 94920

cc: GChanis@TownOfTiburon.Org

Patrick Barnes

From: Jake Steinman [jake@northamericanjourneys.com]
Sent: Tuesday, January 19, 2016 1:02 PM
To: Patrick Barnes
Subject: RE: Bicycle Peedestrian Master Plan

LATE MAIL # 1

From: Bruce Abbott [mailto:brucedabbott@comcast.net]

Dear Mr. Barnes:

I've been copied on the correspondence you've been receiving from my neighbors on Greenwood Beach Rd regarding the proposed bike path and it has become obvious that 1000 cyclists on a busy weekend presents a danger hazard for all of us trying to navigate out of our driveways. What concerns me is that the City has been now formally forewarned as to the danger that the proposed bike trail presents and is vulnerable to become at least a co-party to any litigation that may be brought were there to be an accident.

I know that I, for one, would demand that the City of Tiburon indemnify me for liability and any legal expenses for an accident that is determined not to be my fault.

Jake Steinman and Jane Howard,
390 Greenwood Beach Rd.

LATE MAIL # 1

Patrick Barnes

From: Chris Petrin [chrispetrin@mac.com]
Sent: Tuesday, January 19, 2016 7:28 AM
To: Patrick Barnes; Greg Chanis
Cc: Chris Petrin
Subject: Tiburon Master Plan meeting 1/19/16 - Greenwood Beach Rd.

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Messrs. Barnes & Chanis,

I will be unable to attend tonight's meeting. We are against any designated bike path of Greenwood Beach Rd.

I believe I have attended all past meetings as it relates to the creation of a bike path on our lovely Street. The last meeting I thought was the final one. The Town Council sided with the people of Greenwood Beach Rd., after hearing both side, and here we go again.

For many of the reasons that were covered then, and so many of the ones you have already received via email from residence, I suggest that, at a minimum, you move a bike path onto Tiburon Blvd.

For the record: the kids and tourists rarely, for us, create any problems and are enjoyable. It is always the fast, rude road bikers who create many of our frustrations.

My wife and I stand with our neighbors in being less than thrilled about this starting up again. Thank you for reading.

Have a great day!

Sincerely,
Chris Petrin & Jane Ford

Sent from my iPhone
Please excuse grammar & brevity

Patrick Barnes

LATE MAIL # 1

From: slim [harry.heath@mindspring.com]
Sent: Monday, January 18, 2016 1:28 PM
To: Patrick Barnes
Cc: brucedabbott@comcast.net; Scott Anderson
Subject: Bicycle Path Down Greenwood Beach Rd

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Barnes:
A study was conducted jn 2011 - 2012 by Parisi Associates at a cost of $85,000 funded by the Federal Government entitled "Tiburon Bay Trail Gap Study" and concluded on 5/14/2012. This study determined the following:
1) A tally was taken of children biking to and from school during morning and afternoons and was not more than 12 each way.
2) A tally was taken of the percentage of rental bikes which was 72%.
3) Routes to Blackies Pasture were studied and there were two routes: A) Tiburon Blvd. was covered by Segment 8 as shown on the map included with the study; B) Greenwood Beach Rd. was covered by Segment 3 as shown on the map included with the study. The maximum estimated construction cost considering various options for Segment 8 was $3,000,000. The maximum estimated construction cost considering various options for Segment 3 was $2,450,000.

The background on the initial Tiburon Bay Trail Gap Study is necessary as nearly three years later we are preparing to move forward on the Bike Trail vis a vis the Meeting on 1/19/2016.

The prevailing option via Scott Anderson is to go with the selection of Segment 3 for a Negative Declaration for CEQA or NEPA indicating that there are no adverse environmental effects for a bike path on Segment 3. Contrary to Scott Anderson's analysis the project will have significant adverse effects on the environment via Segment 3 as follows:
1) From Tiburon Bay Trail Gap Study-
Possible issues related to geological stability, storm damage, biological or or cultural resources, aesthetics, noise, water quality, or other factors typically addressed during the CEQA or NEPA process.
2) Environmental issues addressed by Greenwood Beach residents.
-Safety issues regarding bicycles, issues affecting quality of life, lack of adequate parking.

I have lived at 440 Greenwood Beach Rd since June, 1959. It disturbs me that the Town of Tiburon through POST Committee is taking aggressive action to disrupt the quality of life on Greenwood Beach to satisfy the wimms of tourists who rent bicycles. Greenwood Beach Rd. comprises 23 residences which were built from 1938 and predate Beleire, Belveron, Reedlands, Little Reed Heights and Hawthorne Terrace.

Of primary concern is the POST Committee which has five members as follows:

name	position	address
Peter Winkler	Chair	121 Ricardo Dr, Mill Valley
Mike McMullen	Commissioner	P.O.Box, Tiburon
Phillip Feldman	"	-
Mark Allen	"	Corte Palos Verdes, Tiburon
Holland Thier	"	-

Peter Winkler as chair is not a resident of Tiburon so what is he doing directing projects that affect residents in Tiburon? He also belongs to a bicycle club. The chair on a committee can't be biased as they must weigh both sides of a dispute equally. Peter Winkler is totally biased on the side of bikers. He must be replaced as not only is he not a resident of Tiburon but he is totally against the option of a bicycle path in any other location than Greenwood Beach Rd.

Very truly yours,

Harry Heath, P.E.

Patrick Barnes

LATE MAIL # 1

From: Soden, John [JSoden@hl.com]
Sent: Monday, January 18, 2016 11:56 AM
To: Patrick Barnes
Subject: Bicycle Path on Greenwood Beach Rd.

Pat,

My wife and I would like to state our objection to the proposed Greenwood Beach Rd bike path. First, we have zero confidence that it would get cyclists out from the middle of the road, so it would be a waste of money. Second, it would take up valuable parking spaces. Third, we strongly prefer to see at least half of the traffic (the inbound cyclists) diverted to the Tiburon Blvd. The Inbound cyclists do not observe speed limits and it is very dangerous, particularly on the downhill portion of our road leading into Blackie's. As parents of a 9 mo year old baby, we may actually need to move due to the hazard that speeding cyclists pose, so we would like to mitigate this issue, if possible.

Regards,

John and Karen Soden
430 Greenwood Beach Rd

John Soden
Managing Director
Head of the Medical Technologies Practice

HOULIHAN LOKEY

Citigroup Center
One Sansome Street Suite 1700
San Francisco, CA 94104
415.273.3700 **Direct**
415.722.4707 **Mobile**
JSoden@HL.com
HL.com | Follow us:

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Patrick Barnes

From: Nancy Peterson [Nancy@Peterson.net]
Sent: Monday, January 18, 2016 10:01 PM
To: Patrick Barnes
Cc: gchanis@townoftiburonl.org; 'Gregory Moore'
Subject: Comments for 1.19.16 POST Meeting on Bicycle and Pedestrian Master Plan Update

January 18, 2016

LATE MAIL # 1

Patrick Barnes
Director of Public Works, Town Engineer
Town of Tiburon

By Email to Patrick Barners: pbarnes@townoftiburon.org
cc: Town Manager Greg Chanis: gchanis@townoftiburonl.org

Dear Mr. Barnes,

We applaud the efforts of the Town of Tiburon to create safe and functional bicycle travel in our community. Our city needs viable pedestrian and bicycle alternatives to help counteract the growing automobile congesting affecting most Marin communities. The "Safe Routes to Schools" program is one such thoughtful example of success.

For years, our son benefited riding to school safely on Tiburon bikeways. He rode his bike to school throughout his time in the Reed School District and has commuted from our home by bike to the Tiburon ferry to his professional work in downtown San Francisco.

As we review the current Bicycle and Pedestrian Master Plan Update, we look for the same thoughtfulness as the "Routes to Schools" program. While we concur with the goals of the updated Master Plan, we know that the specific proposals matter. As residents of Greenwood Beach Road, we have witnessed the dramatic increase in bicycle use without a plan that addresses a complex issue: What is the safe capacity of this street for automobiles, bicyclists and pedestrians? Who are the different bicycle, pedestrian, automobile and residential users of this street? How has use grown over time? How is a functional and safe solution delivered?

We believe that:

1. **Greenwood Beach Road has physical limits that prevent it from serving all its current and future users in an effective and safe manner**: With no sidewalks, residential parking, automobile exit and entry to home driveways, limited lighting, blind corners and a steep incline, this road does not have the capacity or the characteristics to safely handle all forms of bicycle and pedestrian use. Drivers, bicyclists, pedestrians, joggers and dog walkers are all put at risk.

2. **Alternative bicycle access is needed for the faster, higher volume cyclists:** Many bicyclists travel at speeds that approximate the automobile speed limits or faster – and they travel in large groups. These bikes must be directed to a roadway consistent with their speed of travel and scale of riders. Such a bikeway should be developed on Tiburon Boulevard.

3. **The residential nature of the street should be acknowledged:** No neighborhood can exist in isolation from its larger community. And no neighborhood should be unduly burdened to serve both community members and those from outside the community traveling through the neighborhood for various purposes.

4. **Bike lane use of Greenwood Beach Road should not be promoted more and additionally signed and designated until larger solutions are considered and implemented:** To further direct and encourage bicyclists to use an already compromised, over-capacity and unsafe roadway is not prudent.

We support the Town's efforts to increase bicycle safety and functionality. We acknowledge the balance needed to serve bicyclists traveling through our community with those living within our community. We don't believe that the proposal for Greenwood Beach Road achieves those objectives yet.

Please include these comments as part of the input for the January 19 Parks, Open Space, and Trails Committee meeting. Unfortunately, we are not available to attend in person.

Sincerely,

Nancy Peterson and Greg Moore
444 Greenwood Beach Road, Tiburon
nancy@peterson.net
mooregreg@comcast.net

7 of 11

Patrick Barnes

From: ginisavage@aol.com
Sent: Sunday, January 17, 2016 1:01 PM
To: Patrick Barnes
Subject: Greenwood Beach Road & bicycles

LATE MAIL # 1

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr Barnes,

I have to be in New York on a business trip so unfortunately cannot attend the meeting. I feel I must share my thoughts with you on the matter.

Each of our lives is already greatly impacted by the increasing number of cyclists along our road. I am constantly having interactions or altercations with riders who don't look where they're going, who are instantly belligerent if addressed, who show neither decency nor respect for anybody else & who frequently drive along the middle of the road as though they owned it. I've had someone drive smack into my open car door as I unloaded groceries. He could have been killed & so could I. High speeds, not paying attention to us cautiously pulling out of our own driveways. A big hazard & with the amount of aggression we encounter now & the major sense of their entitlement & f--k anyone else, whether it be pedestrians, cyclists, disabled people in wheelchairs, children dogs or homeowners it's really adversely affecting our previously peaceful way of life. It's bad enough when cars speed down the street. I've lost a beloved cat like that, but to have foul-mouthed cyclists shouting or gesturing expletives at us every time we emerge from our houses, often daily, is so unnecessary & disagreeable., & sets a miserable tone for the day, for them as well as us.

I would assume that if cyclists had the right of way it would get even more dangerous & unpleasant for everyone concerned, especially the decrepit & schoolchildren who should be allowed safe passage walking or cycling to school. At least the children are usually civil if you suggest for their safety that they don't hog the road. Which is more than can be said for the arrogant & offensive adult cyclists often shouting back over their shoulders at their cohorts.

It really is disturbing. Often there are inexperienced cyclists who have come from the city, who are wobbling about either lost, thirsty,or at the point of collapse needing shade & more water, comfort & directions & encouragement that it's only three miles further to the heart of downtown Tiburon & the ferry. And of course we want to be friendly and helpful & mostly are good neighbours but if scores more non-locals start arriving it's going to become impossible & untenable for us residents. Many of us are elderly now. It's not just a question of everybody's quality of life declining but of safety. All of them have been directed down a private street. Don't we too have some say about the environment we live in & chose for it's peace & quiet over 35 years ago.

yours sincerely,

gini savage, homeowner 410 greeenwood beach road

Patrick Barnes

LATE MAIL # 1

From: Michael Savage [mjksavage@mac.com]
Sent: Sunday, January 17, 2016 12:39 PM
To: Patrick Barnes
Cc: bdabbott@pacbell.net; Pam Snellgrove; Brenda Foster; Jake Steinman; aubrey.federal@yahoo.com; Moore, Greg; forrestmorphew@comcast.net; chrispetrin@sbcglobal.net; rcpassociates@placak.com; Heath, Harry; hansbernwall@gmail.com; barbrich4@gmail.com
Subject: Greenwod Beach Road - Bike Path proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Letter to Patrick Barnes, Director of Public Works, Town Engineer, Town of Tiburon

Dear Mr. Barnes,

This has always been a lovely neighborhood road, a favorite pedestrian thoroughfare to and from Blackie's pasture. Children ride bikes here to and from schools. Homeowners and their visitors legitimately park their cars on both sides of the street overnight and during the day, and homeowners walk their dogs on leash to and from the park.

The added hazard and safety issues that adult bicyclists force upon these pedestrians and young cyclists should be stopped. The speeding bicyclists are hard to see when exiting a vehicle or moving the vehicle out onto the road and most are unobservant, do not practice defensive cycling and some are rude and inconsiderate. It is hazardous and nerve-wracking to exit a private driveway onto the road because of speeding and/ or careless bicyclists.

The adult bicyclists should be diverted to Tiburon Boulevard, where there are no impediments such as driveways, parked cars or children playing.

Simple solution. Doable. Put up signs. There is plenty of room. Please let Greenwood Beach Road revert to being quiet, nonhazardous, safe and to be enjoyed by all the residents, their guests and those who use the road without disturbing others, who enjoy the quality of life and who pay taxes in the community..

Gini and I have lived on Greenwood Beach Road for more than 35 years. For most of that time, all users of the road have co-existed peacefully. But over the years a group of arrogant folk – adult bikers - have taken over our quiet road as if they were entitled to its exclusive use as a sort of speedway – without any care or consideration for others – least of all the homeowners whose only wish is to live in peace.

I am in New York on business this week and cannot attend the meeting, but I can't emphasize enough how strongly I feel about this erosion of our peace and quiet. Please take action to protect us and our property.

Sincerely,

Michael Savage, homeowner

410 Greenwood Beah Road,

Tiburon,

CA 94920

cc Greg Chanis, Town Manager
Scott Anderson, Community Development Director

5 of 11
LATE MAIL # 1

Patrick Barnes

From: jocelyn shorten [jocelynshorten@comcast.net]
Sent: Friday, January 15, 2016 2:45 PM
To: Patrick Barnes
Cc: bdabbott@pacbell.net; Pam Snellgrove; Brenda Foster; Jake Steinman; aubrey.federal@yahoo.com; Moore, Greg; forrestmorphew@comcast.net; chrispetrin@sbcglobal.net; rcpassociates@placak.com; Heath, Harry; hansbernwall@gmail.com; barbrich4@gmail.com
Subject: Bicycle Master Plan

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr Barnes,

We have lived on Greenwood Beach Road for over 40 years and STRONGLY oppose a bike path along Greenwood Beach Road for safety issues.We have become increasingly concerned about the number of aggressive and unsafe riders often cycling 3 or 4 abreast at high speed with little or no concern for pedestrians, particularly the elderly and children! It is also a serious hazard for residents trying to exit their driveways. The road is narrow with bends and a steep hill and caution has to be observed at all times as visibility is often severely restricted.

We think a bike path adjacent to Tiburon Boulevard would be a much better solution.

Unfortunately will be unable to attend the upcoming meeting, but please register our strong opposition to the proposed Bicycle Master Plan as it affects Greenwood Beach Road.

Thank you
Chris and Jocelyn Shorten

4 of 11

Patrick Barnes

LATE MAIL # 1

From: brenda_foster@comcast.net
Sent: Friday, January 15, 2016 11:38 AM
To: Patrick Barnes
Cc: Bruce Abbot; Pam Snellgrove; jocelyn Shorten
Subject: Greenwood Beach Road resident.

Dear Mr Barnes,
I am a resident of Greenwood Beach road. During the twenty three years I have resided here I have observed with dismay the increasing bicycle traffic and lack thereof of basic highway courtesy.
Speed limits are mostly ignored by cyclists creating many as I have observed, accidents.
Bicyclists harbor a total lack of respect for pedestrians safety, children, elderly and those of us who attempt to arrive and depart from our respective drive ways.
Greenwood Beach has blind corners, hills and dips and caution is required for all who use it.
A bike path on this street is an irresponsible idea and a dangerous one. Such a plan belongs on a main road with good visibility.
Respectfully
Brenda Foster
396 Greenwood Beach Road
Tiburon

Patrick Barnes

From: Bruce Abbott [brucedabbott@comcast.net]
Sent: Thursday, January 14, 2016 4:16 PM
To: Patrick Barnes; Greg Chanis
Subject: FW: Bike Path

LATE MAIL # 1

Good morning Pat and Greg:

Please replace the email sent you yesterday and substitute this one. The difference is a change in the third paragraph to read "USE TIBURON BOULEVARD."

Thank you. Bruce Abbott

Dear Pat:

A bike path on Greenwood Beach Road is adamantly opposed by everyone who lives on this street, and with very good reason. The street is too narrow, visibility is too restricted, it's capacity is grossly inadequate for the bike traffic that uses it, it is too dangerous, it generates far too much anxiety among those who live here and must use it as our only means of ingress and egress, it is a constant threat to safety, it introduces far too many belligerent and hostile bike riders, it is an imposition on the quality of life on this street, it is not necessary, and there is as better alternative. I could go on.

There is not one resident of this street who cannot recite incident after incident of near accident, confrontation and intolerable behavior generated by the literally thousands of bikers who use this street. I personally have been subjected to vile and offensive language and threats of physical attack by bikers who appear to regard this street as exclusively theirs and who exhibit an unwillingness to behave themselves and respect the rights of those who live here.

It would be a mistake to dismiss how serious the residents of this street are in opposition to this irresponsible initiative. USE TIBURON BOULEVARD. IT HAS ROOM AND IT HAS ACCESS.

And take "out of town residents" off the Parks, Open Space and Trails Commission. They should have no voice in regulating Tiburon residents.

Thank you for your kind attention, and best regards,

Bruce Abbott
458 Greenwood Beach Road

LATE MAIL # 1

Pamela A. Snellgrove
442 Greenwood Beach Road
Tiburon, CA 94920

January 13, 2016

Re: Greenwood Beach Road Proposed Bicycle Project – POST Bicycle and Pedestrian Plan Community Workshop, January 19, 2016

Dear Members of the Tiburon Parks, Open Space & Trails Commission,

I am writing to voice my opposition to Item #3 shown on Table 1 of the list of proposed bicycle project list to be considered at the POST Meeting on January 19, 2016. I attended the first community workshop on May 19, 2015, along with many of my fellow Greenwood Beach Road neighbors. We clearly expressed our unanimous concerns about the enormous increase in bicycle traffic on our narrow residential street that has occurred since Route 10 bicycle directional signs were installed at the intersection of our street and Tiburon Blvd. several years ago, without prior notification from the Town. As a result, Greenwood Beach Road has become an out-of-control cyclist highway that endangers residents, pedestrians and cyclists alike on a daily basis. As I understand it, Item #3 would not serve to effectively control current bicycle traffic on the street nor reduce it. Therefore, it would be a waste of $10,000.

Greenwood Beach Road from the Tiburon town line located near the Audubon Society to its dead end at Blackie's Pasture is a narrow, two-lane residential street with parking allowed on both sides. In addition to regular resident car, delivery/commercial, bicycle, and pedestrian traffic the street also handles a significant volume of local traffic going to/from the Baptist Church, preschool, and Bel Aire School as well as parking by those who use Blackie's Pasture.

The topography of the road adds to its danger. Large groups of bicyclists unfamiliar with the street ride several abreast at fast, un-safe speeds often unable to see driveways, pedestrians or parked cars ahead of them. My own driveway is located at the bottom of a decline, blind to the street uphill, and almost on a daily basis I have dangerous near-misses with cyclists riding at enormous/uncontrolled speeds unable to stop as I cautiously exit my driveway. The situation is an emergency that will happen.

The dangerous situation on Greenwood Beach Road will not be remedied by the installation of Class III bike route signs. The only effective solution in my opinion would be to either widen the street to accommodate a dedicated bicycle lane/s that would direct and restrict where cyclists can ride to separate them from car and pedestrian traffic, or to direct Route 10 bicycle traffic to continue along Tiburon Blvd. to Blackie's Pasture where it can flow onto the Old Rail Trail. Locals will continue to walk and ride along the street because they know it. Please remember that Greenwood Beach Road is first of all a residential street that was not designed or constructed to accommodate the high volume of traffic that it has come to bear.

Sincerely yours,

Pamela Snellgrove

C-1

DIGEST

Patti Pickett

From: Greg Chanis
Sent: Wednesday, January 13, 2016 11:29 AM
To: Patti Pickett
Subject: FW: Bike Path

Dear Pat:

A bike path on Greenwood Beach Road is adamantly opposed by everyone who lives on this street, and with very good reason. The street is too narrow, visibility is too restricted, it's capacity is grossly inadequate for the bike traffic that uses it, it is too dangerous, it generates far too much anxiety among those who live here and must use it as our only means of ingress and egress, it is a constant threat to safety, it introduces far too many belligerent and hostile bike riders, it is an imposition on the quality of life on this street, it is not necessary, and there is as better alternative. I could go on.

There is not one resident of this street who cannot recite incident after incident of near accident, confrontation and intolerable behavior generated by the literally thousands of bikers who use this street. I personally have been subjected to vile and offensive language and threats of physical attack by bikers who appear to regard this street as exclusively theirs and who exhibit an unwillingness to behave themselves and respect the rights of those who live here.

It would be a mistake to dismiss how serious the residents of this street are in opposition to this irresponsible initiative. USE GREENWOOD BEACH ROAD. IT HAS ROOM AND IT HAS ACCESS.

And take "out of town residents" off the Parks, Open Space and Trails Commission. They should have no voice in regulating Tiburon residents.

Thank you for your kind attention, and best regards,

Bruce Abbott
458 Greenwood Beach Road

LATE MAIL # 1

W. Aubrey and Gaby Federal
434 Greenwood Beach Rd.
Tiburon, Ca. 94920

Jan. 11, 2016

Patrick Barnes
Director of Public Works
Town of Tiburon
1505 Tiburon Blvd.
Tiburon, Ca. 94920
pbarnes@townoftiburon.org

Re: Bike Path – Greenwood Beach Rd

Dear Mr. Barnes,

We know it is no surprise to you that the residents of Greenwood Beach Road are furiously opposed to this plan.

For years we have endured the daily "whoosh" of the multi colored peletons as they speed in unison, with NO regard to safety, along Greenwood Beach Road.

Greenwood Beach Road is a RESIDENTIAL street--not a bicycle raceway, though this seems to be of no concern to many in the spandex crowd.
We cannot tell you how many times our family and neighbors have narrowly escaped great harm from these careless speeders. Not to mention their rudeness, arrogance and total disregard for others.
To create a bicycle pathway is a fine idea--to direct even more speeding bicycle traffic along Greenwood Beach Road is folly. The neighborhood children already know this route. Their usage is fine as is.

There is no residential neighborhood in Tiburon that would tolerate this type and amount of bicycle traffic passing private homes if you were to enact this plan.

This traffic belongs on the main road – Tiburon Boulevard - between Hwy 101 and Blackie's Pasture, at least.

Thank you.
Sincerely,
Aubrey & Gaby Federal
Aubrey and Gaby Federal

30 year residents of Tiburon

DIGEST
C-2

W. Aubrey and Gaby Federal
434 Greenwood Beach Rd.
Tiburon, Ca. 94920

Jan. 11, 2016

Patrick Barnes
Director of Public Works
Town of Tiburon
1505 Tiburon Blvd.
Tiburon, Ca. 94920
pbarnes@townoftiburon.org

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There is no residential neighborhood in Tiburon that would tolerate this type and amount of bicycle traffic passing private homes if you were to enact this plan.

This traffic belongs on the main road – Tiburon Boulevard - between Hwy 101 and Blackie's Pasture, at least.

Thank you.
Sincerely,

Aubrey & Gaby Federal

Aubrey and Gaby Federal

30 year residents of Tiburon

EXHIBIT NO.___

ATTACHMENT B

Town of Tiburon Bicycle and Pedestrian Master Plan Update

Initial Study

May 2016

Prepared for: Town of Tiburon
1505 Tiburon Boulevard
Tiburon, California 94920

Prepared by: Leonard Charles and Associates
7 Roble Court
San Anselmo, California 94960

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NEGATIVE DECLARATION (DRAFT)

TO: ____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

____ County Clerk, Marin County
3501 Civic Center Drive, Room 234
San Rafael, CA 94903

FROM: Town of Tiburon Community Development Department
1505 Tiburon Blvd.
Tiburon, CA 94920

Project Title: Tiburon Bicycle and Pedestrian Master Plan Update

Proponent: Town of Tiburon

Project Location: Tiburon, CA 94920

Project Description: The project is an update of the Town of Tiburon Bicycle and Pedestrian Master Plan. The purpose of this Bicycle and Pedestrian Master Plan is to identify projects, policies, and programs that will improve bicycle and pedestrian transportation in Tiburon, in part by meeting the requirements of the California Bicycle-Transportation Act (see Section 891 of the California Streets and Highways Code).

Finding: Based on the attached Initial Study, it has been determined that the proposed project would not result in a significant, adverse environmental effect.

Signature: _____ _____
Date

Scott Anderson
Director of Community Development
Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920

1.0 Introduction and Background

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code 21000 *et seq* and the *State CEQA Guidelines*, California Code of Regulations Section 15000 *et seq* and the Town of Tiburon Local CEQA Guidelines. The project assessed in this Initial Study consists of a proposed update of the Town of Tiburon's Bicycle and Pedestrian Master Plan (BPMP).

2.0 Project Location and Setting

The Town of Tiburon is located within the County of Marin within the San Francisco Bay area. The Town is located seven miles north of San Francisco on a peninsula that extends into San Francisco Bay. The Town's Planning Area encompasses 17 square miles, including 11 square miles of water area and six square miles of land area. The Planning Area includes the Town's incorporated lands plus lands outside the Town that are designated by the Local Agency Formation Commission (LAFCO) as within the Town's Sphere of Influence (see Figure 1).

3.0 Project Objectives and Description

The Town of Tiburon adopted its original Bicycle and Pedestrian Master Plan (BPMP) in 2001 and subsequently adopted a 2008 Update of that plan. The Draft 2016 BPMP Update provides a programmatic description of proposed projects and priorities for implementation, past expenditures and future funding needs, crash analysis, goals and objectives, data collection, standards, design guidelines, best practices, and demonstrates coordination with other jurisdictions and consistency with the General Plan and other planning documents. It helps in determining the future needs and programming of pedestrian and bicycle facilities. It also includes addressing safety and education programs.

Goals and Objectives

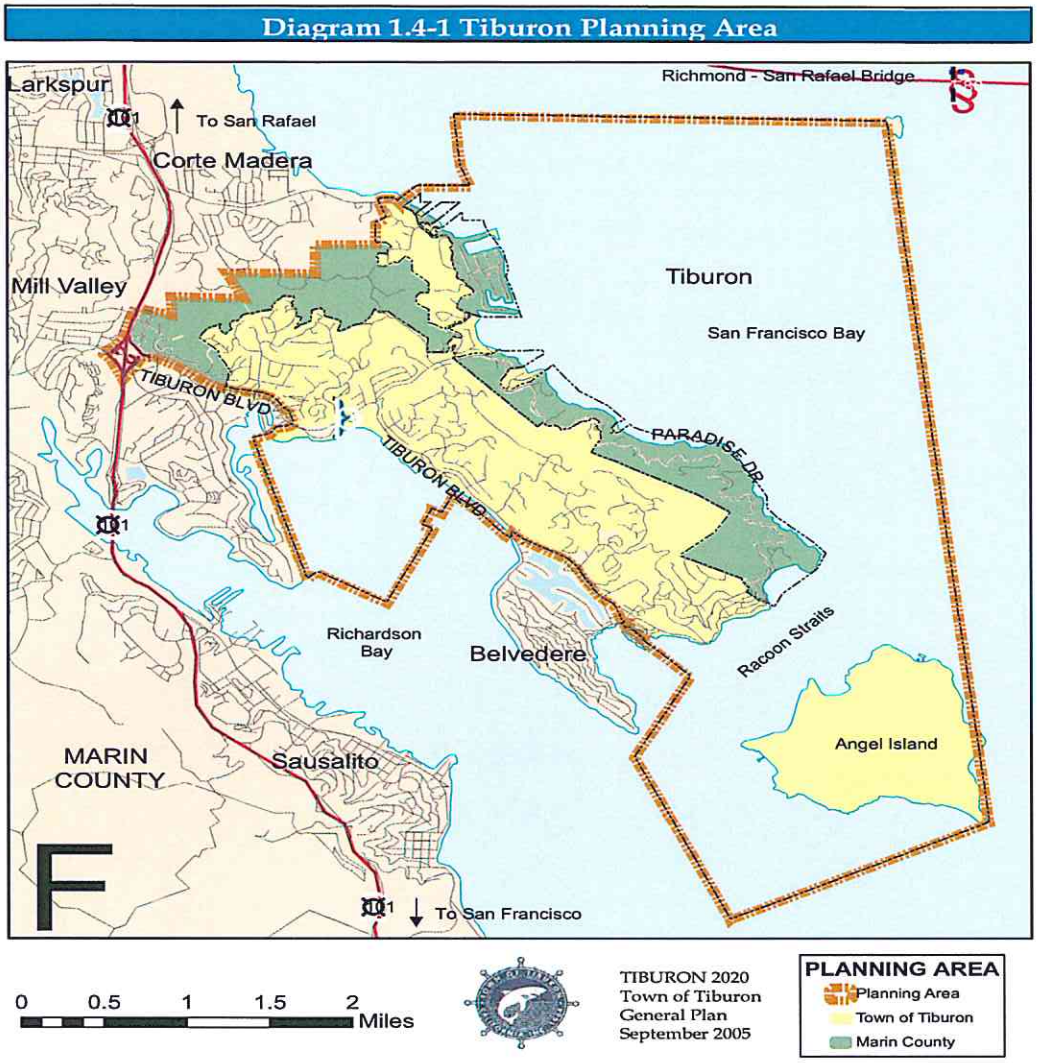
The Draft BPMP Update contains three goals:

Goal 1 - Increased Bicycle and Pedestrian Access
Expand bicycle and pedestrian facilities and provide increased access to neighborhood areas, employment centers, shopping areas, schools, and recreational sites.

Goal 2 - Bicycle Transportation
Make travel by bicycle an integral part of daily life in Tiburon by implementing and maintaining a bikeway network, providing end-of-trip facilities, improving bicycle/transit integration, encouraging bicycle use, and making bicycling safer and more convenient.

Goal 3 - Pedestrian Transportation
Encourage walking as a daily form of transportation in Tiburon by completing a pedestrian network that services short trips and transit, improving the quality of the pedestrian environment, and increasing safety, convenience, and access opportunities for all users.

Project Location and Vicinity Map - Figure 1



To realize these goals, the proposed update contains six objectives. Objectives are basic tools that underlie all planning and strategies and provide a bridge between goals and implementation. In general, objectives are more specific and easier to measure than goals. They serve as the basis for creating policy and evaluating performance.

Objective A - Implement the Bicycle and Pedestrian Master Plan, which identifies existing and future needs, and provides specific recommendations for facilities and programs.

Actions:

1. Update the Plan every five (5) years as required by Caltrans to reflect new policies and/or requirements for bicycle and pedestrian funding.
2. The POST Commission or other official commission, as appropriate, should review all Safe Routes to Schools travel plans for consistency with the Tiburon Bicycle and Pedestrian Master Plan, with the authority to refer concerns to staff and council as necessary.
3. Coordinate between government agencies, schools, and community organizations to address bicycle and pedestrian issues of mutual concern. The Town should promote coordination between the POST Commission or other official commission and adjacent communities' advisory committees.
4. Seek funding for bikeway projects through current local, regional, state, and federal funding programs and encourage multi-jurisdictional funding applications.

Objective B - Complete a continuous network of bikeways that are feasible, fundable, and that serve bicyclists' needs, especially for travel to employment centers, schools, commercial districts, and transit stops and terminals.

Actions:

1. Implement high priority projects, such as Old Rail Trail improvements and Safe Routes to Schools improvements.
2. Prioritize completion of a continuous bikeway network across jurisdictional boundaries, connecting Tiburon to unincorporated areas and neighboring communities.
3. Connect bicycle paths in Tiburon with other paths and trails where practical.
4. Consider construction of relevant planned bikeways as an integral part of any transportation facility maintenance or construction project.
5. Construct a network that encourages bicycling to and for recreational purposes, as feasible.
6. At a minimum, construct all bikeways according to Caltrans Chapter 1000 Design Guidelines.

Objective C - Complete a network of walkways that serves pedestrian needs, especially for short trips to schools, downtown, and transit stops and terminals.

Actions:

1. Implement high priority projects, such as Safe Routes to Schools improvements.
2. Establish pedestrian routes that focus on the needs of school children for each neighborhood in Tiburon.

3. Complete missing connections to make direct routes for walking, especially connections between residential neighborhoods and the downtown area, schools, and the Old Rail Trail.
4. Where feasible, identify and reduce or eliminate impediments and obstacles to walking to school.
5. Connect pedestrian paths in Tiburon with other paths and trails where practical.
6. For new development or redevelopment projects, consider construction of planned pedestrian facilities.
7. Work with transit authorities to ensure that pedestrian concerns are addressed in the design of transit stops.
8. Enhance opportunities for walking for recreational purposes.

Objective D - Maintain and improve the quality, operation, and integrity of bikeway and walkway network facilities.

Actions:

1. Undertake routine maintenance of bikeway and walkway network facilities, such as sweeping bicycle lanes and sidewalks and trimming back encroaching vegetation.
2. Undertake regular inspection of surface conditions and periodic maintenance of bicycle and pedestrian facilities such as striping and signing to reduce safety issues for users.
3. Ensure that construction projects minimize disruption to the bicycling and walking environment and that safe, direct alternate routes are signed in advance of construction for the duration of the project. All projects undertaken by outside agencies should be coordinated with the Town to ensure compliance with this policy.
4. Ensure that repair or construction of any transportation facility does not result in the permanent removal of an existing bicycle or pedestrian facility.
5. Ensure that the pedestrian walkway network is accessible to, and usable by, persons with disabilities where feasible.

Objective E - Provide short- and long-term bicycle parking and end-of-trip facilities in employment and commercial areas, in multifamily housing, at schools, and at transit facilities.

Actions:

1. Consider requiring bicycle parking spaces as part of new development or redevelopment projects.
2. Encourage the installation of short- and long-term public bicycle parking in and around the Downtown area.
3. Work with local schools to promote bicycle commuting and to assist in purchasing and installing long- and short-term bicycle parking.
4. Require the provision of bicycle parking at all town-permitted large events to help reduce automobile traffic and parking.

Objective F - Develop and implement safety, education, and encouragement plans aimed at people walking, bicycling, and driving.

Actions:

1. Expand adult and youth bicycle and pedestrian education, encouragement, and safety programs, particularly Share the Road programs aimed at reducing bicyclist-motorist conflicts.
2. Promote the health and environmental benefits of walking and bicycling.

Recommended Circulation System Improvements

Proposed Bicycling System Improvements

The Draft BPMP Update contains a list of circulation improvements aimed at implementing these goals and objectives. The circulation improvements identified below are intended to be broad guidelines – while the improvements are intended to address known problems in the bicycling and pedestrian network, they are not intended to be literally binding. Improvements similar and/or equivalent to those listed below may be substituted to achieve the desired objectives.

The Draft BPMP Update vision for bicycling includes completing and improving existing bicycle paths, lanes and routes, including signing and stenciling, and implementing programs. For walking the vision is to maintain and improve existing walkways and crosswalks, and improve access from the neighborhood areas to the Old Rail Trail, downtown, and schools through a series of stairway and mid-block crossing improvements. The Draft BPMP Update proposes eight (8) bicycling-related improvements; they are summarized below.

Project #1 is to improve the pedestrian and bicycle path along the access road south of the *Blackie's Pasture parking lot*. Recommended improvements would include paving the access road's gravel shoulder that serves as on-street parking (this shoulder is approximately 75 feet long), and providing a 4-foot wide striped buffer between the 10-foot wide multi-use path and the parking aisle. The existing fence would be moved approximately 4 feet to the south. This project was recommended in the Town of Tiburon Bay Trail Gap Study (2012; a study that identified gaps or areas needing attention along the Bay Trail). The project also includes adding signage to advise bicyclists they are entering a neighborhood 'slow zone' (i.e., the residential community along Greenwood Beach Road). This project is part of the Bay Trail Improvements mentioned in the existing BPMP (i.e., the BPMP Update adopted in 2008), and it is included as a recommended improvement in the Tiburon Bay Trail Gap Study.

Project #2 is to provide bicycle and pedestrian intersection enhancements on *Tiburon Boulevard* at the Blackfield Drive/Greenwood Cove Drive intersection. Recommended improvements would include addition of a high-visibility crosswalk, a pedestrian-activated Leading Pedestrian Interval (a Leading Pedestrian Interval typically gives pedestrians a 3–7 second head start when entering an intersection with a corresponding green signal in the same direction of travel), buffered bicycle lanes, dashed green bicycle lanes to indicate a mixing zone, and "bike box" (a bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase). This project was recommended in the Safe Pathways to School program. The project is currently in the design phase and has undergone CEQA review (the Town issued a CEQA Notice of Exemption, dated November 23, 2015).

Project #3 is proposed improvements to *Greenwood Beach Road*. Recommended improvements would include changing the existing Class III bike route signs to advise bicyclists of a neighborhood 'slow zone'; signs would direct faster bicyclists to use Tiburon Boulevard. The Town may also explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road or to alert bicyclists to the 'slow zone' signs. This proposed improvement is a variation on the Class 3 bike route project on Greenwood Beach Road that is included in the existing BPMP.[1]

Project #4 is proposed improvements to *Trestle Glen Boulevard*. Recommended improvements include constructing Class II bike lanes on both sides of this road between Tiburon Boulevard and Paradise Drive, or to construct Class II bike lanes on the uphill direction and sign the downhill directions as a Class III bicycle route. The Town completed a feasibility and design study of this project in 2003, which identified significant obstacles to implementation of Class II bicycle lanes in both the uphill and downhill directions. A mitigated negative declaration was adopted for the eventual construction of the preferred alternative set forth in the Trestle Glen Bikeway Study. This project is included in the existing BPMP.

Project #5 would make improvements to *Tiburon Boulevard* in the area of its intersection with Mar West Street and Lagoon Road/Cove Road. Recommended improvements would include improving the transition from the Class I facility on Tiburon Boulevard west of Mar West Street to a Class II facility east of Mar West Street. This transition would be coordinated with the new signal or roundabout the Town is planning for this intersection. This project is included in the existing BPMP.

Project #6 includes a recommendation to stencil or sign Class III bicycle routes on *Paradise Drive* from Mar West Street (its eastern end) to the eastern Town Limit (near Agreste Way). This project is included in the 2008 BPMP.

Project #7 includes a recommendation to convert the existing striped shoulder of *Tiburon Boulevard* from the western Town Limit to Trestle Glen Boulevard to Class II bike lanes. This recommended improvement would be subject to Caltrans and County approval, as most of the length of Tiburon Boulevard (State Highway 131) in this area is in unincorporated County jurisdiction. This project is included in the existing BPMP.

Project #8 is proposed improvements to *Tiburon Boulevard* from East Strawberry Drive to Greenwood Cove Drive. The Draft BPMP Update recommends that the Town advocate for and support County implementation of a Class I multi-use path along the south side of Tiburon Boulevard. This project is part

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[1] **Class I Bikeway** - Typically called a shared-use path, a Class I Bikeway provides bicycle travel on a paved right-of-way completely separated from any street or highway. It is usually shared with pedestrians and other active transportation users.
Class II Bikeway - Often referred to as a bicycle lane, a Class II Bikeway provides a striped lane accompanied by stenciled markings for one-way bicycle travel on a street or highway. Class II facilities can also include painted buffers to help provide a physical separation between motor vehicle travel lanes and the bicycle lane.
Class III Bikeway - Generally referred to as a bicycle route, a Class III Bikeway provides for shared use with motor vehicle traffic and is identified only by signing and/or pavement markings.
Class IV Bikeway - Often referred to as protected bicycle lanes, separated bikeways, cycle tracks, or green lanes, Class IV bikeways are located within a street or highway right-of-way, provide a designated area for one-way or two-way bicycle travel, and offer physical protection from adjacent motor vehicle traffic using barriers, bollards, curbing, parked cars, posts, planters, or other vertical-oriented elements.

Figure 2: Proposed Bicycle Projects

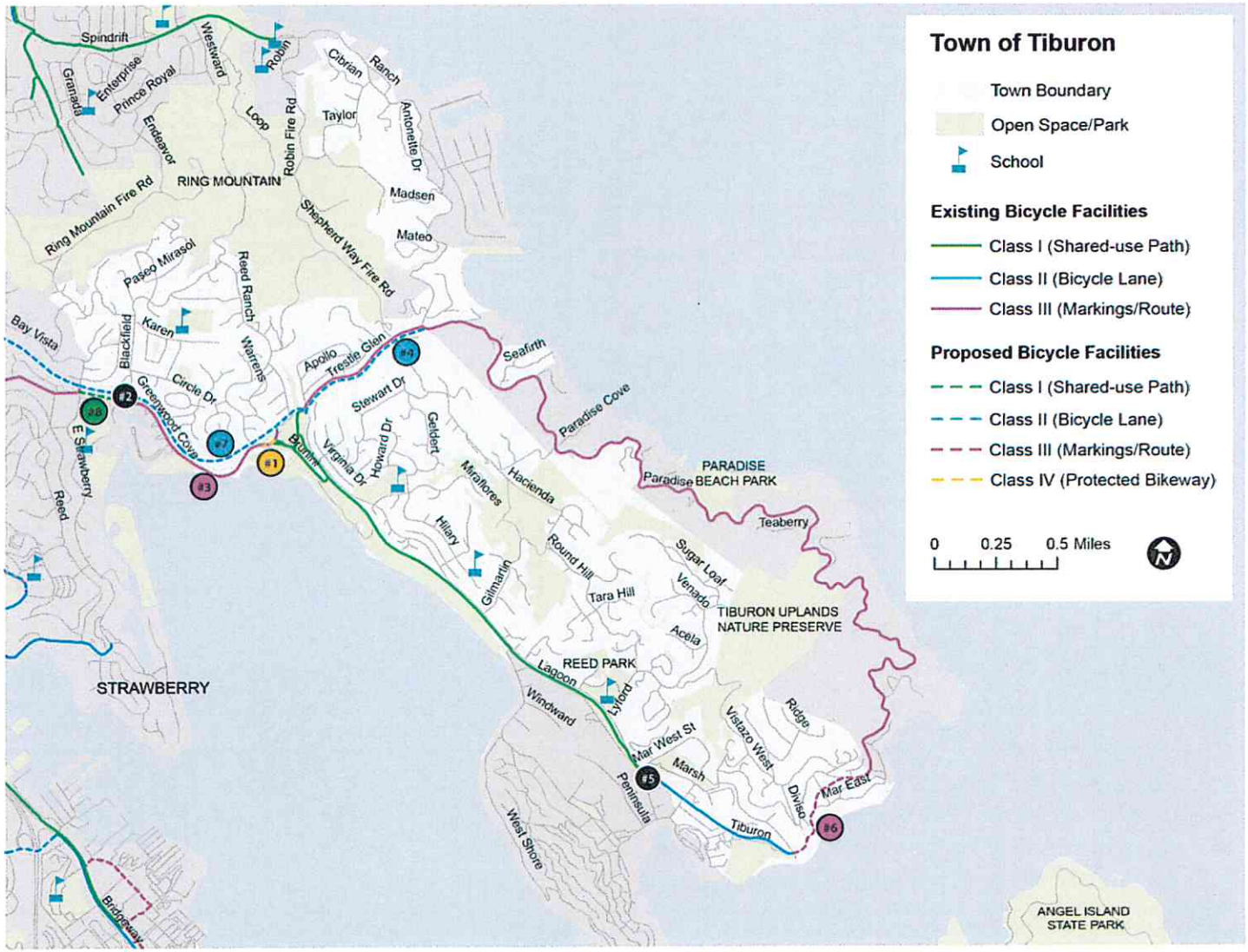
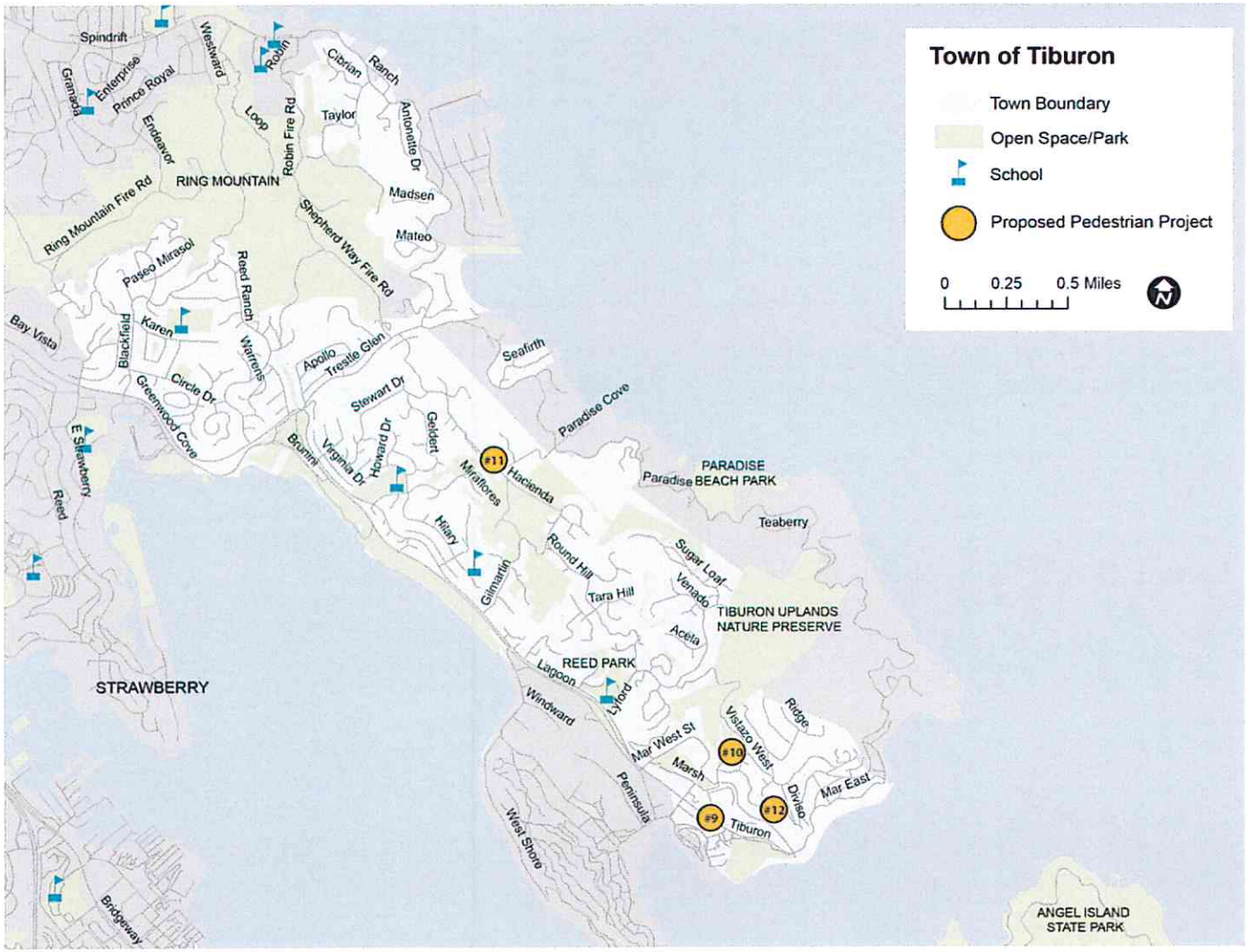


Figure 3 : Proposed Pedestrian Projects and Actions



of the Bay Trail Improvements mentioned in the existing BPMP and is a recommended option in the Bay Trail Gap Study.

Other minor bicycle-related recommendations include: 1) trial installation of "on-street" bicycle parking areas which would take the place of unused red curb zone areas in the downtown area; and 2) where feasible, installing other end-of-trip facilities such as showers and changing facilities.

Proposed Pedestrian Circulation Improvements

The proposed update contains the following four pedestrian system improvements

Project #9 is to add advanced yield lines at an unprotected mid-block crossing of *Tiburon Boulevard* approximately 161 feet west of Juanita Lane (this project is recommended in the Downtown Circulation and Parking Analysis – Final Report, Town of Tiburon, 2012).

Project #10 is to install a paved, safe walking path made of decomposed granite along a 500-foot stretch of *Moitoza Lane* between Vistazo West Street and Esperanza Street, which would complete this connection. Signage would be installed at the entrances to signify access (recommended in the existing BPMP).

Project #11 is to close gaps on the *Tiburon Ridge Trail,* such as the Hacienda Gap. There are two identified gaps. The first gap is across the Rabin (Alta Robles) site, where the owner is required to grant an easement and install a public trail as part of the subdivision improvements, which could be many years away. There is a condition on the approval whereby the Town (with owner agreement) may acquire the easement earlier. This project would provide funds to contribute to installation costs should earlier-than-required acquisition and installation be agreed upon. The second gap is in the vicinity of 137 and 139 Hacienda Drive where a landslide makes the Town's public access easement unusable. The funding could be used to install a pedestrian bridge over the landslide or otherwise acquire means of access. Specific trail enhancements have not been identified at this time.

Project #12 is to weather-harden the *Las Lomas Trail* (Las Lomas Lane at Centro West Street).

Other pedestrian-related recommendations include the Town doing the following: 1) consider conducting a comprehensive sidewalk and pathway inventory in order to develop a detailed digital inventory of sidewalk gaps and develop a process for prioritizing and filling these gaps; in addition, the Town should continue working to establish walkways along the existing and proposed pedestrian Steps, Lanes, and Paths routes identified by the Town; 2) consider reducing corner curb radii when re-paving streets and installing curb ramps; 3) continue to install curb ramps as a part of repaving or other capital construction, as needed, if none currently exist; 4) continue to install truncated domes in high pedestrian use areas around the downtown and along streets that provide access to the commercial and school areas, and also install truncated domes when re-paving streets and improving existing curb ramps and elsewhere to be in compliance with ADA requirements; 5) continue to install perpendicular curb ramps in high pedestrian use areas and on adjacent streets or encourage Caltrans to install perpendicular curb ramps throughout the town as needed; 6) consider working with Caltrans to install rectangular rapid flashing beacons at mid-block crosswalk locations such as those along Tiburon

Boulevard while also taking into account the frequency of beacons along a given corridor; and 7) study the feasibility of coordinating with Caltrans to install curb extensions at crosswalk locations in high pedestrian use areas where appropriate.

4.0 Lead Agency Information

1. Project Title:

Town of Tiburon Bicycle and Pedestrian Master Plan Update

2. Lead Agency Name and Address:

Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920

3. Contact Person and Phone Number:

Scott Anderson
Director of Community Development, Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920
Phone: (415) 435-7392
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4. Town File Number:

S2016-02

5. Assessor Parcel Number:

Town-wide project.

6. Type of Approval Sought:

Adoption of update to the Bicycle and Pedestrian Master Plan for the Town of Tiburon.

7. Size of Subject Property:

Town-wide project.

5.0 Regulatory Oversight and Agency Review

The Town of Tiburon is the public agency responsible for approving the proposed project and is considered the Lead Agency under CEQA. The Town is responsible for preparing this Initial Study. There are no responsible or trustee agencies for this project pursuant to CEQA.

6.0 Related Projects

To assess future conditions on the Town's roadway, bikeway, and pedestrian network and cumulative impacts, a projection of maximum buildout of the Planning Area by 2020 was developed by the Tiburon Community Development Department. Where warranted, this worst-case buildout scenario is used to assess cumulative traffic-related impacts. It is noted that this level of development would likely never occur (as it assumes full buildout of every parcel in the Planning Area) and certainly not by 2020. However, to insure full disclosure of potential future impacts, this buildout scenario is used in this Initial Study to assess impacts related to traffic.

7.0 References

The following is a list of references used in the preparation of this document. Each of the topics addressed in Section C, Evaluation of Environmental Impacts, includes a list of references by number. The numbers for the reference sources correspond with the sources that are listed below by number.

1. Tiburon General Plan 2020, September 2005
2. Tiburon General Plan 2020 Final EIR, May 2005
3. Town of Tiburon Zoning Ordinance
4. Town of Tiburon Circulation Element Update, 2016
5. Town of Tiburon Circulation Element Update Initial Study, 2016
6. Initial Study for the Town of Tiburon Bicycle and Pedestrian Master Plan, August 2008
7. Town of Tiburon Bicycle and Pedestrian Master Plan, 2008
8. Town of Tiburon Complete Streets Policy (Resolution No. 41-2012), 2012
9. Town of Tiburon Downtown Circulation and Parking Analysis, 2012
10. Tiburon Bay Trail Gap Study, 2012
11. Community Action to Reduce Traffic (CART) Summary Report, 2015
12. Preliminary Discussion Draft of Updates to the CEQA Guidelines Implementing Senate Bill 743, California Office of Planning and Research, August 2014
13. BAAQMD CEQA Guidelines Assessing the Air Quality Impacts of Projects and Plans, BAAQMD, May 2011
14. Active Transportation Program (ATP), California Department of Transportation, 2013
15. Town of Tiburon Climate Action Plan, 2011

16. Town of Tiburon Storm Drain Master Plan, 2008

17. Marin County Important Farmland Map, California Dept. of Conservation, Office of Land Conservation's Farmland Mapping and Monitoring Program

18. Notification of Proposed Project Pursuant to Public Resources Code Section 21080.3.1(d); Town of Tiburon Bicycle & Pedestrian Master Plan Update; Letter sent from Scott Anderson, Director of Community Development, Town of Tiburon to Buffy McQuillen, Tribal Heritage Preservation Office, Federated Indians of Graton Rancheria, February 23, 2016

19. Trestle Glen Bikeway Study, April 30, 2003

20. Trestle Glen Bikeway Project Initial Study and Mitigated Negative Declaration, adopted January 2004

21. Downtown Tiburon Design Guidelines, May, 2002

22. Belvedere-Tiburon Library Expansion Project EIR (3 volumes), 2010 and 2011

8.0 Initial Study Checklist and Methodology

This Initial Study is based on CEQA's Environmental Checklist Form. Each item on the checklist is answered as either "potentially significant impact," "less than significant with mitigation incorporated," "less than significant," or "no impact" depending on the anticipated level of impact. The checklist is followed by explanatory comments corresponding to each checklist item.

A "no impact" response indicates that it is clear that the project will not have any impact. In some cases, the explanation accompanying this response may include reference to an adopted plan or map. A "less than significant impact" response indicates that there will be some impact but that the level of impact is insufficiently substantial to be deemed significant. The text explains the rationale for this conclusion. A "less than significant impact with mitigation incorporated" response indicates that there will be a potentially significant impact, but the Initial Study determines there are adequate mitigations, which are described and have been included in the project, to reduce the impact to an insignificant level. Finally, a "potentially significant impact" response would indicate that the Initial Study cannot identify mitigation measures to adequately reduce the impact to a level that is less than significant. In the case of this response, an EIR would be required.

Impact Analysis Overview

This Initial Study assesses whether the proposed Draft Bicycle and Pedestrian Master Plan (BPMP) Update would result in new or more substantial impacts than those identified and assessed in the adopted Negative Declaration for the existing BPMP as well as the certified EIR for the General Plan (Including the adopted Negative Declaration for the 2016 Update of the General Plan Circulation Element) and whether these new or changed impacts would be considered significant.

CEQA defines an environmental impact as a change in the physical environment. Because the Draft BPMP Update is a policy document, it would not directly result in changes to the physical environment. Therefore, the project would have no direct impacts on the environment.

As noted under the previous Project Description section, the Draft BPMP Update does include a list of possible future bicycle- and pedestrian-related improvements the Town may consider implementing when warranted and feasible. These potential circulation improvements address known and projected deficiencies in the transportation network. These improvements are not currently funded and are not legally binding upon adoption of the BPMP Update. Accordingly, these improvements are not considered part of the circulation network for purposes of this Initial Study. Most of these possible improvements are also listed in the existing BPMP (the 2008 BPMP Update). The CEQA document for the 2008 BPMP did not address future environmental impacts from these proposed improvements for the same reason listed above. (Reference 6) While not required, this current Initial Study does discuss the range of effects that could be expected if these future circulation system improvements were formally proposed and constructed in order to provide full disclosure of possible ramifications of adopting the proposed update.

It is worth noting that the proposed update will make the BPMP consistent with the Town's General Plan. The Draft BPMP Update contains the provisions required by the State's Active Transportation

Program (ATP) guidelines that encourage increased use of active modes of transportation, such as bicycling and walking, and provide guidance on the inclusion of specific active transportation plan elements in order to apply for grant funding to assist in financing recommended circulation system improvements. (Reference 14)

The project would be consistent with State policies aimed at focusing transportation and land use policy to discourage the number and length of trips by single-person vehicles and encourage other forms of transportation as well as land use patterns that minimize trip lengths in order to reduce greenhouse gas emissions. As required by Senate Bill 743, the new proposed Section 15064.3 of the State CEQA Guidelines, transportation impacts of projects would no longer be measured on the basis of how vehicle delay caused by a project would affect the level of service (LOS) at an intersection or on a roadway, but would instead be measured on the basis of the "vehicle miles traveled" (VMT) that the project generates and on the project's effects on transit, non-motorized travel, and traveler safety. The preliminary guidelines go on to state that a transportation project whose primary purpose is improving safety or operations generally would not have a significant transportation impact. (Reference 12)

The San Francisco Bay Trail

The San Francisco Bay Trail program is a nonprofit organization administered by the Association of Bay Area Governments (ABAG) that plans, promotes and advocates for the implementation of a continuous 500-mile multi-use bicycling and hiking path around San Francisco Bay. When complete, the trail will pass through 47 cities, all nine Bay Area counties, and cross seven toll bridges. To date, slightly more than half the length of the Bay Trail alignment has been developed. The existing Bay Trail in Tiburon extends from Blackie's Pasture to downtown Tiburon; portions of Trestle Glen Boulevard are also designated as part of the Bay Trail. The route between Blackie's Pasture and the western Town limit is designated as "proposed" Bay Trail (i.e., it is part of the Bay Trail Route but has not been improved to the level needed to be designated as part of the Bay Trail). This includes the existing Class III Bike Route (part of Marin Bicycle Route 10) that travels along Greenwood Beach Road/Greenwood Cove Drive to the western Town limits. Portions of Trestle Glen Boulevard as well as Paradise Drive (in the County's jurisdiction) are also designated as "proposed" Bay Trail.

While the goal of the Bay Trail is a Class I, paved, fully separated multi-use pathway as close to the shoreline as possible, in certain locations this is simply infeasible. When a multi-use path is not possible, the Bay Trail Steering Committee may consider—on a case by case basis—the acceptance of Class II bike lanes and sidewalks as an acceptable solution. According to the Tiburon Bay Trail Gap Study, a Class III bike route (simply signage and striping) is not acceptable as either proposed or complete Bay Trail. As such, a Class III bike route facility is not eligible for grant funding and would be considered a gap in the Bay Trail. (Reference 10)

In 2012, a Bay Trail Gap Study was prepared for the Town, funded by a grant . The Study represents an opportunity for the Town, in coordination with the Bay Trail, County of Marin, and Caltrans, to prepare a plan for closing a key gap in the San Francisco Bay Trail System as well as the Town's and Marin County's local and regional bike and pedestrian circulation systems. The objective of the feasibility study was to evaluate and develop concepts to enhance service of bicycle and pedestrian traffic between McKegney Green and Strawberry Drive, including portions of Tiburon Boulevard and Greenwood Beach

Road/Greenwood Cove Drive. The major elements of the feasibility study were the analysis and preliminary design of a clear and continuous Bay Trail route for bicyclists, pedestrians and other trail users. Ideally the trail would be a separated Class I path meeting Bay Trail guidelines, but the study identifies many challenges to be addressed including how the trail can actually be configured as it passes through the various land uses and terrain along the corridor. The draft concepts presented in the study follow the Bay Trail design guidelines as well as Caltrans engineering standards for the design of Class I paths and associated design elements.

The Bay Gap Study recommends improvements between McKegney Green and Harbor Cove Way in the East Strawberry neighborhood and along Tiburon Boulevard that would result in these sections being part of the Bay Trail (as compared to their current status as "proposed" Bay Trail). Recommended projects within the Town's jurisdiction are included as Project #1 described in the Project Description section above. Project #8 is recommended in the Gap Study, but most of this project is in the unincorporated part of the County and not under the jurisdiction of the Town of Tiburon.

Many bicyclists entering Tiburon from the west (or leaving to the west) travel along the striped shoulders of Tiburon Boulevard. Some eastbound bicyclists exit Tiburon Boulevard at Greenwood Cove Drive onto Marin Bicycle Route 10 and proceed east until that street ends at the Town limits where it becomes Greenwood Beach Road. Route 10 proceeds east through the emergency access lane at the east end of Greenwood Beach Road and enters the southwest end of the Blackie's Pasture parking lot. Further east Route 10 links via existing paths to the Tiburon multi-use trail (i.e., the Old Rail Trail, which is a designated Bay Trail).

Route 10 through the Greenwood Cove Drive/Greenwood Beach Road corridor is a Class III bike route. Because this route allows bicyclists and pedestrians to avoid traveling along the high volume and relatively high speeds of Tiburon Boulevard, it is well used. Existing bicycle use of the portion of this route within the Town (Greenwood Beach Road) has caused residents along this street to register complaints with the Town about safety concerns. It is not the role of this Initial Study to assess possible existing effects of past or current use of the Town's circulation system. However, this Initial Study does discuss whether the Draft BPMP Update contains new recommended improvements to the circulation system that would affect safety or environmental resources along this street, as well as other Town streets. In addition, to provide full disclosure about the effects of bicycling and pedestrian usage of the Town's circulation system, this Initial Study does discuss the existing situation along this street and how, as a policy decision, the Town could address the concerns of the affected residents.

Along Greenwood Cove Drive there are several large multi-family developments and one single-family residence (at the easternmost end of the street) located south of the street; there is one gas station on the north side of the street. At the Town limits, just west of the Richardson Bay Audubon Center & Sanctuary, Greenwood Beach Road begins. East of the Audubon Center, there are approximately 22 single-family residences along the south side of the street. On the north side is undeveloped land between the street and Tiburon Boulevard plus the Tiburon Baptist Church. There is a sidewalk along the south side of Greenwood Cove Drive, but no sidewalks along Greenwood Beach Road. The streets are generally devoid of paved shoulders. Along Greenwood Beach Road, pedestrians and bicyclists share the travel lanes with motor vehicles.

For Greenwood Beach Road, the Bay Trail Gap Study provided three options that all included developing a 6-foot pedestrian path on the north side of the street and, for two of the options, widening the travel way to 20 feet. The two options involving road widening would cost an estimated $2.5-2.9 million, while the third option (no widening - path only) would cost an estimated $1.6 million. None of these options was well-received by the neighborhood, and none was included as a recommended improvement in the current Draft BPMP Update. Accordingly, as is currently the case, this route would remain a Class III bike route with all users sharing the travel lanes for most of its length. The subsequent discussions of project impacts will assess whether the Draft BPMP Update would significantly increase any impacts of use of this route. See the subsequent section on Traffic that also provides a more general discussion of current and future effects of usage of this route.

I. Aesthetics

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Have a substantial adverse effect on a scenic vista?*				x
b. *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*				x
c. *Substantially degrade the existing visual character or quality of the site and its surroundings?*				x
d. *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*				x

Discussion of Possible Impacts to Aesthetic Resources - Checklist Items I(a) through I(d). ***No impacts.*** (References 1, 2, 3, 6, 19, 20, 21, and 22)

A substantial adverse effect to visual resources could result when a project introduces physical features that are not characteristic of current development, obstructs an identified public scenic vista, or makes a substantial change to the natural landscape or nighttime environment. The adoption of the Draft BPMP Update is a policy matter that does not fund or approve any actual projects. The intent of the proposed update is to facilitate a multi-modal approach to the Town's circulation system and provide safe bicycle and pedestrian access to all users.

Recommended improvements contained in the Draft BPMP Update could result in the future improvement of roadway shoulders and right-of-way areas as necessary to accommodate bicyclists, pedestrians and other users. These possible future improvements have yet to be funded or designed. Any of these projects would be subject to compliance with the California Environmental Quality Act (CEQA) on a project-level basis. It is expected that any future projects would occur primarily, if not

entirely, within the right of way of existing streets or paths. The following addresses the range of future visual impacts that may occur if the recommended improvement in the Draft BPMP Update are implemented.

Project #1 includes possible improvements at Blackie's Pasture parking lot. The existing 75-foot long gravel parking area would be paved and the fence moved four feet to the south. Such minor changes would not cause a major change in views in the area. The improvements would be noticeable only to people parking in the area or travelling along the existing multi-use path. New signing at this location as well as other new sign projects would add signs to streets already containing signs, and roadside signs are a normal part of streetscapes.

Project #2 would add bicycle and pedestrian intersection enhancements on Tiburon Boulevard at the Blackfield Drive/Greenwood Cove Drive intersection, including the addition of a high-visibility crosswalk, pedestrian-activated Leading Pedestrian Interval, buffered bicycle lanes, dashed green bicycle lanes to indicate a mixing zone, and "bike box" would change views for drivers traveling through this intersection. Tiburon Boulevard is a heavily-travelled arterial. These types of intersection improvements are common along such arterials and would not add major structures affecting views. These safety improvements would not be expected to substantially change the nature of views along this section of Tiburon Boulevard. This project has been approved by the Town Council and has been found categorically exempt from the requirements of CEQA.

Project #3 includes new signing on Greenwood Beach Road. As explained above, changes to existing signs would have no significant visual effect. Possible pavement texturing of areas along Greenwood Beach Road would not substantially change the views of the existing pavement on that street. The Draft BPMP Update would not be expected to increase bicycle use of this street as the recommended improvements are mainly to improve bicycling and pedestrian safety. It would be speculative to assume that safety improvements alone would attract significant additional ridership, or that such increased ridership could lead to any substantive visual impacts.

Project #3 would add bicycle and pedestrian intersection enhancements on Tiburon Boulevard at the Blackfield Drive/Greenwood Cove Drive intersection, including the addition of a high-visibility crosswalk, pedestrian-activated Leading Pedestrian Interval, buffered bicycle lanes, dashed green bicycle lanes to indicate a mixing zone, and "bike box" would change views for drivers traveling through this intersection. Tiburon Boulevard is a heavily-travelled arterial. These types of intersection improvements are common along such arterials and would not add major structures affecting views. These safety improvements would not be expected to substantially change the nature of views along this section of Tiburon Boulevard. In addition, the possible visual impacts of this project were accepted at a policy level by the Town when it adopted the existing BPMP.

Project #4 includes addition of Class II bike lanes on uphill portions of Trestle Glen Boulevard. This project was approved by the Town Council in January 2004 and a mitigated negative declaration was adopted for construction of the preferred alternative identified in the Trestle Glen Bikeway Study. Unless the project is significantly changed prior to construction, no additional CEQA review is required. could result in a small amount of widening of this street in some locations. However, the addition would be small and adjacent to existing pavement. It is likely that widening would require removal of some

trees and shrubs, but even if that were to occur, the impact to existing views from this street would be expected to be minimal as would the changes to views from residences along that street. In addition, the visual impacts of this project were accepted by the Town when it adopted the existing BPMP. When a design for this project is submitted, the CEQA review would address the specific visual effects that would result from any pavement widening needed to accommodate the Class II bike lanes.

Project #5 includes proposed improvements to Tiburon Boulevard in the area of its intersection with Mar West Street and Lagoon Road/Cove Road to improve the transition from the Class I facility on Tiburon Boulevard west of Mar West Street to a Class II facility east of Mar West Street. This transition would be coordinated with the new signal or roundabout the Town is planning for this intersection. This improvement would not be visually intrusive and would be a minor part of the roundabout project. In addition, the possible visual impacts of this project were accepted at a policy level by the Town when it adopted the Tiburon General Plan in 2005 and the existing BPMP in 2008; and when it approved the Belvedere-Tiburon Library Expansion Project in 2011 and the updated Circulation Element in 2016.

Project #6 includes a recommendation to stencil or sign a Class III bicycle route on Paradise Drive from Mar West Street (its eastern end) to the eastern Town Limit (near Agreste Way). This signage would not block or substantially change views along this street. In addition, the possible visual impacts of this project were accepted at a policy level by the Town when it adopted the existing BPMP.

Project #7 includes a recommendation to convert the existing striped shoulder of Tiburon Boulevard from the western Town Limit to Trestle Glen Boulevard to Class II bike lanes. This striping and any new signage would not block or substantially change views along this street. In addition, the possible visual impacts of this project were accepted at a policy level by the Town when is adopted the existing BPMP.

Project #8 includes improvements to Tiburon Boulevard from East Strawberry Drive to Greenwood Cove Drive. The Draft BPMP Update recommends that the Town advocate for and support County implementation of a Class I multi-use path along the south side of Tiburon Boulevard. Constructing this project could alter views south of Tiburon Boulevard. The Bay Trail Gap Study reports after preliminary review that constructing this project could remove 35-45 trees. This could adversely affect views from some vantage points along the street. It is unlikely that new path itself would be large or obtrusive, and it is unlikely that the path itself would have a substantial effect on views. The possible visual impacts of this project were accepted at a policy level by the Town when it adopted the existing BPMP, and would be further analyzed at the project level in the County's CEQA review should an actual design be proposed for construction.

Three of the four pedestrian-related projects (Projects #9, #10 and #12) involve striping of a street or hardening/paving of existing paths. These projects would not involve construction of new facilities nor substantially change existing views.

Project #11 involves new trail construction along "gaps" in the route of the Tiburon Ridge Trail. The precise routing of the trail extensions and their design is unknown at this time, but two "gaps" have been ~~identifed~~identified. The first gap is across the Rabin (Alta Robles) site, where the owner is required to grant an easement and install a public trail as part of the subdivision improvements, which could be many years away. There is a condition on the approval whereby the Town (with owner agreement) may

acquire the easement earlier. This project would provide funds to contribute to installation costs should earlier-than-required acquisition and installation be agreed upon. The second gap is in the vicinity of 137 and 139 Hacienda Drive where a landslide makes the Town's public access easement unusable. The funding could be used to install a pedestrian bridge over the landslide or otherwise acquire means of access. It is expected that the trail improvements would be designed and constructed to blend with their surroundings and not cause a substantial visual change. However, the aesthetic impacts would need to be assessed in the CEQA review of the future project design. At a policy level, the Town accepted visual changes from constructing this trail when it adopted its General Plan, which specifically calls for completion of the Tiburon Ridge Trail.

Construction of bicycle lanes, signing of bicycle routes, and trail/path construction would not be expected to result in substantial changes to existing views nor from these travelways and would not be expected to degrade scenic views or the visual character of the circulation system or adjacent residential and commercial uses. The proposed update, as well as any future projects proposed to implement Draft BPMP Update objectives, would be expected to have a less-than-significant impact on aesthetic resources. Future bicycling and pedestrian projects would be assessed by project-level CEQA analyses to confirm this preliminary conclusion. If necessary, those CEQA analyses would include project-specific mitigations to ensure each future project's consistency with the Town's General Plan policies and other requirements relevant to design review codified in the Town's Zoning Ordinance as well as the *Downtown Tiburon Design Handbook.* For Project #8, the project would need to be found consistent with the County's General Plan and design requirements since this project is within the County's jurisdiction.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning as well as other local policies or ordinances protecting aesthetic resources. The EIR prepared for the Town's General Plan found that several visual impacts resulting from Town buildout could be significant because at the time that EIR was prepared it was unknown exactly what would be built in what location. Given these uncertainties, that EIR concluded that the impacts should be considered to be significant. The proposed BPMP Update would not change this conclusion. However, the proposed update would not result in any new or increased impact on aesthetic resources. In addition, the types of improvements that might result from future implementation of the Draft BPMP Update would not be expected to make a cumulatively considerable contribution to any cumulative visual impact.

Based on the above considerations, it is concluded that the proposed update would have no impact on aesthetics and visual resources.

II. Agricultural and Forestry Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*				x
b. *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*				x
c. *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*				x
d. *Result in the loss of forest land or conversion of forest land to non-forest use?*				x
e. *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?*				x

Discussion of Possible Impacts to Agricultural and Forestry Resources - Checklist Items II(a) through II(e).
No impacts.
(References 2 and 17)

There is no land within the Town of Tiburon that is shown as Prime Farmland, Unique Farmland or Farmland of Statewide Importance on the Marin County Important Farmland Map produced by the State Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program. The proposed BPMP Update does not change any potential for agricultural activities. There are no proposals contained in the proposed update to convert Prime Farmland or any farmland of unique or State-wide importance. In addition, there is no activity proposed on forest land or land or timber property zoned Timberland Production. There are also no proposals that would conflict with existing agricultural zoning or a Williamson Act contract, or result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use, or conversion or loss of forest land. Based on the above, the proposed update would result in no impacts to agricultural or forest resources.

III. Air Quality

Where available, the significance criteria by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Conflict with or obstruct implementation of the applicable air quality plan?*				x
b. *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*				x
c. *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*				x
d. *Expose sensitive receptors to substantial pollutant concentrations?*				x
e. *Create objectionable odors affecting a substantial number of people?*				x

a. *Conflict with or obstruct implementation of the applicable air quality plan?* **No impact.** (References 2, 5, 6, 12, and 13)

The Town of Tiburon is within the nine-county San Francisco Bay Area Air Basin. The Federal Clean Air Act governs air quality in the U.S. In addition to being subject to federal requirements, air quality in California is also governed by more stringent regulations under the California Clean Air Act. The California Clean Air Act is administered by the California Air Resources Board (CARB) at the State level and by the Air Quality Management Districts at the regional and local levels. The Bay Area Air Quality Management District (BAAQMD) is the regional government agency that monitors and regulates air pollution within the air basin.

Problem air pollutants in Tiburon and the Bay Area include ozone, particulate matter (PM10) and toxic air contaminants (TACs). Ozone is not a pollutant that affects Tiburon, but emissions from motor vehicles in the Town contribute to high ozone levels in other parts of the Bay Area. There are many sources of PM10 emissions in the Town, including combustion, industrial processing, grading and construction, and motor vehicles.

The Draft BPMP Update contains an analysis of how the proposed update would reduce vehicle miles travelled (VMT) and emission of air pollutants. The update states that implementation of the Draft BPMP Update recommendations would result in a reduction of 248 Miles Travelled (VMT) per weekday, which would reduce emissions of VOC (volatile organic compounds) by 200 pounds per year; hydrocarbons by 200 pounds per year; carbon monoxide by 1,800 pounds per

year; nitrogen oxide by 100 pounds per year; and carbon dioxide by 73,000 pounds per year (Table 3-2, pages 24-26 of the Draft BPMP Update).

BAAQMD has developed guidelines and thresholds of significance for local plans. Inconsistency with the Clean Air Plan (CAP) is considered a significant impact. The EIR certified for the Town's General Plan found that the general plan was consistent with the CAP, CAP population and Vehicle Miles Travelled (VMT) assumptions, and Transportation Control Measures (TCMs).

The Draft BPMP Update will not alter the land use designations of the General Plan nor alter the amount of development that could occur under the General Plan. Accordingly, future development in Tiburon will remain consistent with Association of Bay Area Governments (ABAG) population growth projections that are used in the regional Clean Air Plan. The proposed update would be consistent with the Clean Air Plan and have no impact regarding implementation of that plan. Because the Draft BPMP Update includes recommendations to improve the bicycling and pedestrian circulation system and the safety of using that system, the update would be expected to reduce the use of motor vehicles. This would correspondingly reduce the emission of air pollutants. The project would have a beneficial effect on the environment.

b. *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?* **No impact.**
(References 2, 5, 6, 12, and 13)

As noted above, the project is consistent with the Clean Air Plan. The project would reduce future emissions of air pollutants. The proposed update does not include any specific proposals to construct improvements or projects. Accordingly, the proposed update would not directly result in any emissions or violations of an air quality standard. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of air quality impacts from construction. If warranted, mitigation measures may be required to reduce construction emissions to an acceptable level. Again, as noted above, the Draft BPMP Update would be expected to reduce future pollutant emissions.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning and consistent with regional policies and regulations protecting air quality. The EIR prepared for the General Plan concluded that the plan would not violate air quality standards. The principal way to reduce emission of pollutants is to reduce the vehicle miles travelled (VMT), since the fewer miles travelled, the less emission of pollutants. By enhancing, and therefore encouraging, other modes of transportation, the Draft BPMP Update provides a framework for reducing VMT in the future. The update is consistent with State and BAAQMD policies to reduce VMT. The update enhances the Town's efforts to reduce VMT.

c. *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors?* **No impact.**
(References 2, 5, 6, 12, and 13)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. As described above, the proposed update is consistent with the Clean Air Plan. The multi-modal emphasis of the proposed policies will reduce vehicle trips and VMT. Accordingly, the proposed update would not directly affect air quality. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of air quality impacts from project construction.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan, current zoning, and regional policies and regulations governing air quality. The EIR prepared for the Town's General Plan found that all air quality impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town, State, and federal regulations that address air quality. The proposed update would not alter these conclusions. Again, the project would reduce future pollutant emissions and have a beneficial cumulative effect.

Based on the above considerations, it is concluded that the Draft BPMP Update would have no adverse impact as regards air quality.

d. *Expose sensitive receptors to substantial pollutant concentrations?* **No impact.**
(References 2, 5, 6, 12, and 13)

As described in the previous three Checklist items, the proposed update would not result in emission of air pollutants and would not significantly affect people living near Town roadways. Future circulation system improvement projects as well as other development in the Town would be subject to CEQA review and review for consistency with the Town's General Plan and municipal code and BAAQMD requirements. The multimodal focus of the proposed update would likely result in reduced emissions and pollutant concentrations in the future.

e. *Create objectionable odors affecting a substantial number of people?* **No impact.**
(Reference 2)

The proposed update is not an industrial project and would not result in future projects that might generate odors. There would be no impact as regards odors. Future circulation system improvement projects as well as other development in the Town would be subject to CEQA review and review for consistency with the Town's General Plan and municipal code as regards odor generation.

IV. Biological Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?*				x
b. *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?*				x
c. *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*				x
d. *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*				x
e. *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*				x
f. *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*				x

Discussion of Possible Impacts to Biological Resources - Checklist Items IV(a) through IV(f). **No impacts.** (References 2, 5, 19 and 20)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect any biological resource. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of construction or operational impacts to all biological resources. It is expected that most of these future improvements would occur adjacent to existing roadways and paths, which are areas typically devoid of significant biological resources. Future projects that may affect biological resources include adding Class II bike lanes to portions of Trestle Glen Boulevard and construction of a new Class I multi-use path from East Strawberry Drive to Greenwood Cove Drive. It is not expected that such projects would have significant biological effects. The adopted mitigated negative declaration for the Trestle Glen Bikeway Project identifies specific mitigation

measures to address the potential biological impacts that it identified, including the ephemeral stream.. The Bay Trail Gap Study reports that on preliminary review, developing the Class I multi-use path from East Strawberry Drive to Greenwood Cove Drive may result in the loss of 35-45 trees and could affect nesting habitat for birds. It is noted that the new Class I multi-use path from East Strawberry Drive to Greenwood Cove Drive is within the County's jurisdiction, and the County would be responsible for submitting a design for that project and the subsequent CEQA review.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning as well as with federal, State, and local policies and regulations protecting biological resources. The EIR prepared for the Town's General Plan found that all biological impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town, State, and federal regulations that address protection of biological resources. The one exception was the cumulative loss of wildlife habitat. Possible future circulation system improvement projects would be located in already developed areas that would not be expected to support significant wildlife populations. The proposed update would not be expected to contribute to any cumulative impact to wildlife habitat.

Based on the above considerations, it is concluded that the Draft BPMP Update would have no impact to biological resources.

V. Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
I				
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				X
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d. Disturb any human remains, including those interred outside of formal cemeteries?				X

Discussion of Possible Impacts to Cultural Resources - Checklist Items V(a) through V(d). **No impacts.** (References 2, 4, and 18)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect any cultural resource. Any future improvements to the roadway system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project was designed and proposed. This CEQA review would include analysis of construction impacts to all cultural resources. It is expected that these future improvements would occur on or adjacent to existing roadways and paths, which are areas that likely have been previously disturbed and are likely devoid of significant cultural resources. It is not expected that such projects would have significant effects on cultural resources. However, this preliminary conclusion would need to be confirmed by the project-level CEQA analysis for each future improvement project.

The Town mailed (via Certified Mail – Reference 18) a letter to the Federated Indians of Graton Rancheria (FIGR) notifying them of the proposed update asking the FIGR whether it wished to request a formal consultation on the project, and if no response was received by March 24, 2016, the Town would conclude that formal consultation was declined. The Town received no response.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning as well as with local, State, and federal policies and regulations protecting cultural resources. The EIR prepared for the Town's General Plan found that all cultural resource impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town, State, and federal regulations that address protection of these resources. Based on the above considerations, it is concluded that the Draft BPMP Update would have no impact to cultural resources.

VI. Geology and Soils

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				x
ii. Strong seismic ground shaking?				x
iii. Seismic-related ground failure, including liquefaction?				x
iv. Landslides?				x
b. Result in substantial soil erosion or the loss of topsoil?				x
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				x
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				x
e. Have soils incapable of adequately supporting the use of septic tanks or alternative water disposal systems where sewers are not available for the disposal of waste water?				x

Discussion of Geologic and Soil Impacts - Checklist Items VI(a) through VI(e). **No impacts.** (References 2, 3, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly result in soil erosion or exposure of structures or people to seismic damage, unstable soils, or landslides. Neither the project nor any future development in Tiburon would require septic tanks, so impacts relative to Checklist Item VI(e) are not pertinent to this project. There are no Alquist-Priolo Earthquake Fault Zones within the Town of Tiburon, and the town is not near any known active faults. The nearest known active faults are the San Andreas fault, about 8 miles to the southwest, and the Hayward fault, about 8 miles to the northeast.

Therefore, the potential for fault surface rupture (as opposed to ground shaking) within the Town limits is low.

Any future improvements to the circulation system proposed to implement BPMP goals and policies would undergo CEQA review at the time a discrete project was designed and proposed. That CEQA review would include analysis of geologic constraints on the project and the potential for the project to result in unstable slopes or soil erosion. It is expected that all circulation system improvements would be designed and constructed consistent with the California Building Code and other local, State, and federal requirements for road and travelway improvement projects. The CEQA review of each project would assess the adequacy of the project design, including erosion control measures, and require additional design mitigations if warranted. It is not expected that such projects would have significant geologic effects. However, this preliminary conclusion would need to be confirmed by the project-level CEQA analysis for each future project.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning as well as with other local and State policies and regulations requiring protection from geologic hazards and protecting soil resources. The EIR prepared for the Town's General Plan found that all geologic and soil impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town and State regulations that address geologic hazards and soil protection. Based on the above considerations, it is concluded that the Draft BPMP Update would have no impact related to geologic and soil resources.

VII. Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*				x
b. *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*				x

a. *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?* **No impact.**
(References 5, 12, 13, and 15)

Climate change is caused by greenhouse gases (GHGs) emitted into the atmosphere around the world from a variety of sources, including the combustion of fuel for energy and transportation,

cement manufacturing, and refrigerant emissions. GHGs are those gases that have the ability to trap heat in the atmosphere, a process that is analogous to the way a greenhouse traps heat. GHGs may be emitted as a result of human activities, as well as through natural processes. GHGs have been accumulating in the earth's atmosphere at a faster rate over the last 150 years than has occurred historically. Increasing GHG concentrations in the atmosphere are leading to global climate change. To address this crisis, the Town adopted a *Climate Action Plan* in 2011. The plan outlines strategies that the Town and the community can take to reduce GHG emissions and address climate change.

As was discussed under previous Checklist categories, the project is a plan update that does not include specific construction projects. The proposed update does not increase the development potential within Tiburon and, therefore, does not increase the number of trips that would be generated by planning area buildout. Because the update includes policies to encourage uses of alternative forms of transit, it is expected that it will reduce future VMT, which is a primary means of reducing GHG emissions. Reduction of such emissions is one of the primary goals of the State's Complete Streets Act as well as recent State legislation (Senate Bill 743) to encourage plans and projects that reduce VMT. In addition, future buildout of the Town is consistent with State and regional planning goals to encourage development in existing urban areas where there is access to alternate forms of transportation, again, to reduce future VMT and GHG emissions.

The Draft BPMP Update (Table 3-2, page 23) reports that after implementation of the recommended BPMP proposed improvements would result in the reduction of 70,000 pounds of carbon dioxide (a GHG) emitted per year.

The Draft BPMP Update enhances the Town's and State's ability to meet their 2020 GHG Emissions Reduction Targets. The proposed update is beneficial to the State meeting its GHG emission targets.

b. *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?* **No impact.**
(References 5, 12, 13, and 15)

The Town has adopted a Climate Action Plan (CAP) that establishes strategies to reduce the GHG emissions known to contribute to climate change, to conserve energy and other natural resources, and to prepare the community for the expected effects of global warming. The CAP includes specific goals and objectives to reduce GHG emissions, including policies, programs, and actions that facilitate the efforts of residents and businesses to reduce their own greenhouse gas emissions. Specifically, the CAP addresses uses that generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Specific strategies recommended in the CAP include ways to reduce trips and vehicular travel (local shopping, support for safe routes to schools, etc.). Changes in the BPMP aimed at promoting multi-modal circulation systems would result in a reduction of VMT and a reduction in greenhouse gas emission over future baseline conditions. As reported earlier, implementation

of Draft BPMP Update recommendations would reduce future emissions of carbon dioxide by approximately 70,000 pounds per year.

The proposed update does not increase the development potential within Tiburon and does not include specific development proposals. Future development proposals will be assessed to determine whether GHG emissions generated by those projects are consistent with the Town's CAP as well as California's legislative mandate on GHG emissions (AB 32) as formulated in the BAAQMD CEQA Air Quality Guidelines. Projects undergoing CEQA review or other Town review requirements may be required to include mitigations to reduce GHG emissions to meet Town GHG emission reduction targets.

VIII. Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*				x
b. *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*				x
c. *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*				x
d. *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*				x
e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport, would the project result in a safety hazard for people residing or working in the project area?*				x
f. *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*				x
g. *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*				x
h. *Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*				x

Discussion of Impacts Related to Hazards and Hazardous Materials – Checklist Items VIII(a) through VIII(h). **No impacts.**
(References 2, 3, 5, and 6)

As has been described in previous impact discussions, the proposed update does not include specific development proposals or projects. Accordingly, the proposed update would not result in people being exposed to chemical, wildfire or other hazards or require the transport and use of hazardous materials.

There is no public airport within two miles of the Town of Tiburon. The nearest public airport is Gnoss Field, which is approximately 12 miles north of Tiburon. No airstrips are located in the Town of Tiburon. The nearest private airstrip is located at Smith Ranch, which is approximately eight (8) miles north of Tiburon. There would be no impact related to air traffic. The project would have no effect on the Town's emergency response plan. In fact by potentially reducing trips, especially on Tiburon Boulevard, the project could enhance response times by emergency vehicles.

Any future proposals to improve the circulation system could involve the transport and use of diesel fuel and other petrochemicals in order to build the improvements. However, such construction would not be expected to require the use of hazardous chemicals or materials. Nevertheless, the CEQA review that would be required for future discrete improvement projects would assess all hazards associated with construction and use of those projects. If warranted, mitigation measures to reduce the risk may be required.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning as well as with pertinent local policies and regulations protecting residents from exposure to hazards. The EIR prepared for the Town's General Plan found that all hazard-related impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town, State, and federal regulations that address hazardous materials and other hazards. There has been no substantive change to the conditions described and assessed in the General Plan EIR, and it is expected that future development would not result in escape of or exposure to hazards.

Based on the above considerations, it is concluded that the Draft BPMP Update would have no impact as regards hazards and hazardous materials.

IX. Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?				x
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				x
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				x
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				x
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				x
f. Otherwise substantially degrade water quality?				x
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				x
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				x
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				x
j. Inundation by seiche, tsunami, or mudflow?				x

Discussion of Impacts Related to Hydrology – Checklist Items IX(a) through IX(j). **No impacts.** (References 2, 3, 5, and 16)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect hydrologic resources or result in flooding. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of construction or operational impacts as regards drainage, flooding, and water quality. It is expected that these future improvements would mainly occur on or adjacent to existing roadways and paths. In some cases, new construction such as Projects #4 and #8 may require relocation and/or expansion of roadside drainage facilities. Projects within the Town would need to be designed and constructed consistent with Town and (for Tiburon Boulevard) Caltrans drainage criteria, including erosion control best management practices (BMPs) to protect water quality in receiving waterways. If a project substantially increases the amount of impervious surface in the project area, then the design would need to ensure that receiving storm drains have adequate capacity to transport any increased peak flows. However, the increased runoff would not be expected to be enough to substantially alter the drainage pattern in the area near the project. These possible future circulation system improvement projects would not include the development of new housing or other buildings, and, therefore, would have no impact as regards Checklist Items IX(g) through IX(i). These projects would not substantially affect groundwater aquifers, plus the Town is supplied with water by MMWD, and wells are not used to provide potable water in the Town. So, there would be no impact per Checklist Item IX(b).

Accordingly, it is concluded that future circulation system improvements proposed to implement the Draft BPMP Update objectives would be expected to have less-than-significant impacts, though this would need to be confirmed during the project-level CEQA analysis of those projects. That CEQA review would need to confirm that the future project would not result in discharges that adversely affect water quality and that the existing or proposed drainage system is adequately sized and designed to transport any increased flows. If warranted, mitigation measures may be required.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning as well as with pertinent local policies and regulations protecting water quality, protecting residents and structures from flooding, and ensuring that there is an adequate storm drain system to serve the new development. The EIR prepared for the Town's General Plan found that all hydrologic impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town, State, and federal regulations that address hydrology and water quality. There has been no substantive change to the hydrologic conditions described and assessed in the General Plan EIR. Based on the above considerations, it is concluded that the Draft BPMP Update would have no impact as regards hydrology and water quality.

X. Land Use and Planning

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Physically divide an established community?*				x
b. *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*				x
c. *Conflict with any applicable habitat conservation plan or natural community conservation plan?*				x

Discussion of Impacts Related to Land Use and Planning – Checklist Items X(a) through X(c). **No impacts.** (References 1, 2, 3, 5, 6, 7, and 10)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect land use or planning in Tiburon. The proposed update does not conflict with the Town's General Plan; in fact, the proposed BPMP Update is called for in the Circulation Element as well as in the existing BPMP and the Tiburon Bay Trail Gap Study. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. It is expected that these future improvements would occur on or adjacent to existing roadways and paths, and would not result in a new bike route or path that might divide a neighborhood or the community. Future improvements would be required to be consistent with the General Plan and all pertinent Town and State codes, ordinances, and regulations. There is no adopted habitat conservation plan or natural community conservation plan that includes Tiburon.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and current zoning. Given consistency with the General Plan, this future development would not physically divide the community. Based on the above considerations, it is concluded that the Draft BPMP Update would have no impact as regards land use and planning.

XI. Mineral Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*				X
b. *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*				X

Discussion of Impacts Related to Mineral Resources – Checklist Items XI(a) and XI(b). **No impacts.** (References 2 and 4)

Ring Mountain, which is considered by the State as a Scientific Resource Zone, is the only mineral resource located near the Town of Tiburon. Ring Mountain is preserved as open space owned by the Marin County Open Space District. Therefore, no impact would occur to this mineral resource. There are no known mineral resources of significant value in the Tiburon planning area, or categorized as locally important within the Town, that would be lost due to adoption or implementation of BPMP Update. Given the lack of mineral resources, future buildout of the Town also would not affect these resources. As a result, there would be no impact to mineral resources associated with the project, any future circulation system improvement projects, or future buildout of the Town.

XII. Noise

Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*				x
b. *Exposure of persons to or generation of excessive groundborne vibration of groundborne noise levels?*				x
c. *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*				
d. *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*				x
e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*				x
f. *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*				x

Discussion of Impacts Related to Noise – Checklist Items XII(a) through XII(f). **No impacts.** (References 2, 3, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly result in new noise. As reported previously, there is current concern by residents along Greenwood Beach Road that the previous designation of that street as part of the Bay Trail Route and the Town designation of the route as a Class III bike route (Bicycle Route 10) has attracted large numbers of bicyclists, including many out-of-town visitors.

While bicyclists typically do not generate substantial noise, large groups traveling together often generate noise as they communicate amongst themselves while riding down streets or paths. Past increases in bicyclist usage of this street likely increased noise levels above then ambient noise levels existing before the route became publicized as a major bike route. As stated previously in the discussion of aesthetic impacts, it is unlikely that the minor improvement planned at the Blackie's Pasture connection would increase bicycle usage of this street. Recommended Project #3 calls for changing the Class III Bike Route signs on Tiburon Boulevard just west of its intersection with Greenwood Cove Drive

and Blackfield Drive to advise bicyclists of a neighborhood 'slow zone' ahead. A similar change would be made to the sign located at the Blackie's Pasture connection to Greenwood Beach Road. The signs should direct faster bicyclists to use Tiburon Boulevard. This project also recommends that the Town explore the use of different pavement textures on the route to help slow bicycle traffic on Greenwood Beach Road and alert bicyclists to slow zone signs. This project may partially address some of the concerns of the residents of Greenwood Beach Road. In any case, the recommended improvements within the Town would not be expected to increase bicycle use of this street. As a result, the proposed update would not cause a significant increase in noise generated by bicyclists. Additionally, Project #7 would result in Class II bike lanes on Tiburon Boulevard from the western Town Limits to Trestle Glen Boulevard. This improvement may also result in some bicyclists (especially faster riding bicyclists) using Tiburon Boulevard rather than the Class III bike route through Greenwood Beach Road.

The one recommended improvement that might increase bicyclist use of Greenwood Beach Road would be Project #8, which would include County implementation of a Class I multi-use path along the south side of Tiburon Boulevard from East Strawberry Drive to Greenwood Cove Drive. The Draft BPMP Update states that the Town will advocate for and support such a County project, but the Town has no authority to approve or construct said project. The project is considered "speculative" as far as the present environmental analysis is concerned, plus it is speculative that the project would substantially increase bicycle traffic. In addition, this project is not a new recommendation as it is part of the existing BPMP. Given that this recommended "project" only calls for support for another jurisdiction's possible future project proposal and that this recommendation is part of the current BPMP, the proposed update would not result in any new project that might result in increased noise along Greenwood Beach Road.

Again, the community noise impacts of each future project will need to be addressed in the CEQA study for those projects. Though mitigation is not required at this policy stage, the Town may wish to consider remedies to existing noise and traffic safety concerns along this street beyond possible remedies included in recommended Projects #3 and #5 discussed above. See the subsequent discussion of such possible remedies in the Traffic and Transportation section below.

Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of construction and operational noise impacts. It is expected that most future circulation system improvements would be located on or adjacent to existing roadways. Vehicle traffic along these roadways produces noise, so many of the future project locations generally have high ambient (existing) noise levels. Construction of the improvements would result in short-term and periodic noise increases. While this noise may periodically be audible at nearby residences or businesses, it would not be expected to be considered significant due to Town requirements that construction be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and 9:30 a.m. to 4:00 p.m. on Saturday (on Saturday only "quiet work" is allowed, that is work that does not generate noise audible beyond the property line). Additionally, heavy equipment can only be used from 8:00 a.m. to 5:00 p.m. on Monday through Friday. The Town's General Plan also contains Policy N-10 requiring standard quiet construction methods when construction activities occur within 500 feet of noise sensitive areas. Given these regulations and the cited policy the General Plan EIR concluded that construction noise impacts resulting from buildout of the Town would be less than significant. It is expected that the construction contracts for future improvement projects would include recommended

noise control BMPs and that Caltrans could require additional controls to comply with its construction requirements. The CEQA review that would be conducted for these discrete future projects would measure the ambient noise environment and project noise levels resulting during construction. If the noise levels substantially increase the ambient levels, then the CEQA review may require additional noise controls to ensure consistency of the construction project with the Town's Noise Element. It is expected that construction-related noise would be reduced or controlled to a level that it would be considered less than significant, as was found in the General Plan EIR.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan and the municipal code. The EIR prepared for the Town's General Plan found that all noise impacts resulting from Town buildout would be reduced to a less-than-significant level given project consistency with General Plan policies and other existing Town and State regulations that address noise. There has been no substantive change to the noise environment described and assessed in the General Plan EIR. Based on the above considerations, it is concluded that the Draft BPMP Update would have no noise impact.

XIII. Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*				x
b. *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*				x
c. *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*				x

Discussion of Impacts Related to Population and Housing – Checklist Items XIII(a) through XIII(c). **No impacts.**
(References 2, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would have no direct effect on population or housing. Possible construction of future circulation system improvements would not be expected to encroach on existing houses, so housing and people would not be displaced. The update does not alter the buildout potential possible under the General Plan, and would therefore not induce additional population growth.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. The General Plan EIR found that the Land Use Element and other plan elements would not result in substantial population growth nor displace housing or people. The proposed update does not alter the conditions involving population and housing, and the conclusions that this buildout would have less-than-significant impacts would remain accurate. Based on these facts, it is concluded that the proposed update would have no impact on population or housing.

XIV. Public Services

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a.	*Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*				
	Fire protection?				x
	Police protection?				x
	Schools?				x
	Parks?				x
	Other public facilities?				x

Discussion of Impacts Related to Provision of Public Services. **No impacts.**
(References 2, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect public service providers. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project was designed and proposed. This CEQA review would include analysis of whether the construction or operation of the improvements would adversely affect public service providers. Because the improvements would be expected to improve traffic safety and/or provide enhanced facilities for alternate forms of transportation, it is not expected that these projects would adversely or substantially affect any service provider. This preliminary conclusion would need to be confirmed during the subsequent CEQA review of those projects.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan, current zoning, the Town's Municipal Code, and other pertinent local policies or ordinances to ensure adequate public services. The EIR prepared for the Town's General Plan found that buildout of the Town by 2020 would require expansion of water, school, and wastewater treatment facilities in order to continue to provide acceptable levels of service at Town buildout. That EIR concluded that because mitigations needed to provide these additional facilities in part relied on actions by other agencies, it could not conclude that those actions would be taken since the Town does not control other agencies' decisions or actions. As such, the impacts for those service providers were found to be significant. The proposed update would not alter these conclusions but also would not increase the impact on any public service provider. Based

on the considerations listed above, it is concluded that the Draft BPMP Update would have no impact on public services.

XV. Recreation

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a.	*Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*				x
b.	*Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*				x

Discussion of Impacts Related to Recreation – Checklist Items XV(a) and XV(b). **No impacts.** (References 2, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect recreational facilities. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project was designed and proposed. All future projects may enhance recreational use of the transportation system. Additional bike lanes and pedestrian facilities would indirectly add recreational facilities. This could be a beneficial effect of the proposed update. Subsequent project CEQA reviews would include analysis of whether the construction or operation of the improvements would adversely affect recreational facilities and parks. Because the improvements would be expected to improve traffic safety and/or provide enhanced facilities for alternate forms of transportation, it is not expected that these projects would adversely or substantially affect parks or recreation. This preliminary conclusion would need to be confirmed during the subsequent CEQA review of those projects.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan, current zoning, the Town's Municipal Code, and other pertinent local policies or ordinances to ensure adequate recreational opportunities. The EIR prepared for the Town's General Plan found that buildout of the Town by 2020 would require expansion of recreational facilities in order to continue to provide acceptable parks and recreational opportunities at Town buildout. That EIR concluded that because mitigations needed to provide these additional facilities in part relied on actions by other agencies, it could not conclude that those actions would be taken since the Town does not control other agencies' decisions or actions. As

such, the impacts on parks and recreational facilities were found to be significant. The proposed update would not alter these conclusions but would not increase the impact on recreational facilities. Based on the considerations listed above, it is concluded that the Draft BPMP Update would have no impact on recreation.

XVI. Transportation/Traffic

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				x
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				x
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				x
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				x
e. Result in inadequate emergency access?				x
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				x

a. *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?* **No impact.**
(References 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 14)

The project assessed in this Initial Study is an update of the Town's plan for managing and improving its bicycling and pedestrian network. Consistent with State law, the Town's General Plan Circulation Element contains a Complete Streets Policy that expresses the Town's commitment to serve all street users and modes, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families. The possible future infrastructure improvements identified in the Draft BPMP Update all seek to improve the performance of the bicycling and pedestrian circulation system. The proposed update is consistent with the Circulation Element as regards the future effectiveness of the circulation system. The proposed update is also consistent with the State's Complete Streets Act.

Because the proposed update includes policies to encourage uses of alternative forms of transit, it is expected that it will reduce vehicle miles travelled (VMT), which is a primary means of reducing GHG emissions. Reduction of such emissions is one of the primary goals of the State's Complete Streets Act as well as recent State legislation (Senate Bill 743) to encourage plans and projects that reduce VMT. The proposed update is consistent with this Senate bill. The Draft BPMP Update contains a section that describes the proposed update's consistency with other pertinent plans and policies (see pages 5-7 of the Draft BPMP Update). As noted above the draft update is consistent with the Town's General Plan and its Complete Streets Policy (Resolution No. 42-2012). In addition, it is consistent with the following:

- The Draft BPMP Update would reduce future GHG emissions and therefore be consistent with the Town's adopted Climate Action Plan.

- The proposed update would provide enhanced pedestrian and bicycle connections and reduce the reliance on automobiles for circulation within and access to Downtown. It would therefore be consistent with recommendations contained in the Town's Downtown Circulation and Parking Analysis (2012).

- By recommending improvements to three trails/paths, the proposed update is consistent with the Steps, Lanes, and Paths Program (SLP Program), which involved a number of communities within Marin County in an effort to address the need for pedestrian connections in areas that are not easily served by conventional sidewalk networks.

The State of California adopted Active Transportation Program (ATP) guidelines that encourage increased use of active modes of transportation, such as bicycling and walking, and provide guidance on the inclusion of specific active transportation plan elements in order to apply for grant funding. The Draft BPMP Update contains Table 1-1 that describes how the proposed

update complies with the 17 required elements for such plans (see pages 9-10 of the Draft BPMP Update).

To summarize, the proposed update is consistent with applicable local and State plans. Any future improvements to the circulation system proposed to implement Draft BPMP Update objectives would undergo CEQA review at the time a discrete project is designed and proposed. That review would include assessment of whether those projects are consistent with the Town's general plan as well as plans and policies relevant to the effectiveness of the circulation system.

b. *Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?* **No impact.**
(References 1 and 4)

The Draft BPMP Update is consistent with the Town's General Plan Circulation Element. The Circulation Element contains Policy C-16 that states that the Town shall continue to comply with the Transportation Authority of Marin's (TAM) Congestion Management Plan (CMP), including adopting and monitoring the LOS of the CMP network. The proposed update would not be expected to affect LOS on Tiburon Boulevard or other streets in Tiburon. Accordingly, the proposed update would be consistent with applicable congestion management plan.

c. *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?* **No impact.**

The Town is not near a public airport and will not cause any change in air traffic patterns. Thus, there would be no impact per this criterion.

d. *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?* **No impact.**
(References 2, 3, 5, 6, and 10)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect transportation hazards. However, a goal of the update is to increase safety for bicyclists and pedestrians. It is expected that any future circulation system improvements would implement these safety improvements. Any future improvements to the circulation system proposed to implement BPMP goals and policies would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of the proposed design to determine whether it would result in any hazardous elements. If warranted, mitigation measures would be required to address any safety hazards.

As mentioned earlier in this report, residents contend there is an existing safety issue involved with bicyclist use of Greenwood Beach Road. Residents along this street contend that the heavy bicyclist use began approximately ten years ago when the Bay Trail Route was first mapped and signed showing Greenwood Beach Road/Greenwood Cove Drive as a link between Tiburon

Boulevard and Blackie's Pasture and the multi-use path to the east. Given the lack of bike lanes or striped shoulders along this street, this bicycle traffic reportedly causes potential conflicts with motor vehicles accessing the residences along the street.

The Tiburon Police Department does not have any official reports of bicycle-related accidents along this street. However, the Police Chief notes that the lack of official accident reports does not mean that accidents have not occurred, as they are often not reported to the Police Department. The Tiburon Police Chief states that his observation is that most experienced, faster moving bicyclists stay on Tiburon Boulevard to access downtown and the Paradise Drive route around the peninsula, and that most bicyclists using the Greenwood Beach Road route are amateur, recreational bicyclists.[2] Legally, bicyclists are allowed to use this street and, like motor vehicles, can travel up to 25 mph. As previously stated, the Draft BPMP Update includes recommendations to slow bicycle traffic on this street. The new signage would also recommend that faster bicyclists stay on Tiburon Boulevard rather than turning onto Greenwood Cove Drive, which could reduce bicyclist use of that route. However, proposed signage and other recommendations would not be expected to reduce the number of bicyclists using the route. If the Town believes there is a serious existing safety concern along Greenwood Beach Road, the Town could explore restricting "through" bicycle access on this road. Again, such restrictions are not needed as mitigation for the proposed update, and this discussion is provided to ensure that the existing concern is described and assessed.

It is not considered feasible to actually close the emergency access at the eastern end of Greenwood Beach Road with a gate, as this access is needed in case of emergencies in the area. Restricting access could be accomplished by working with the County, Caltrans, and the Bay Trail Project to reroute Marin Bicycle Route 10 to Tiburon Boulevard east of its intersection with Greenwood Cove Drive/Blackfield Drive and changing the Bike Route signs to reflect the new route, and adding signs to restrict bicycle access via the emergency access route. This approach would require the Bay Trail Route and maps to be revised to reflect that the Bay Trail would be located along Tiburon Boulevard, at least between the Town limits and Blackie's Pasture. Similarly, the Marin Bicycle Route Map and signage would need to be revised. It may also require completion of proposed Project #7 to convert the existing striped shoulders on Tiburon Boulevard to Class II bike lanes.

This approach would have limited success if official and unofficial bicycle route maps are not changed to eliminate the mapped bike route via Greenwood Cove Drive/Greenwood Beach Road. This approach would mean that amateur, inexperienced bicyclists would be using the shoulders or Class II bike lanes on Tiburon Boulevard in proximity to high volume and relatively high speed motor vehicles. They would also be sharing these bike lanes with faster moving bicyclists. This would increase the risk of accident to bicyclists. Bicyclists would also have to climb the hill between Cecilia Way and Reed Ranch Road rather than travel along the relatively flat Greenwood Cove Drive/Greenwood Beach Road route. This approach would not be consistent with Bay Trail guidelines to route the trail as close to the Bay as feasible.

[2] Tiburon Police Chief Michael Cronin, personal communication, 4/28/16.

A second option would be to construct Class II bike lanes or a Class I multi-use path on the Greenwood Cove Drive/Greenwood Beach Road route. However, there is limited space for expanding the width of Greenwood Beach Road. Bike lanes are not recommended for this street in the Bay Trail Gap study. That study recommends potentially adding a pedestrian path to one side of this street, but under all three options in the Bay Trail Gap study, bicyclists would continue to share the travel ways of Greenwood Beach Road with motor vehicles. The study reports that the option of adding a Class I facility along this street was "considered but not to be pursued." During review of the Bay Trail Gap Study, Greenwood Beach Road residents spoke vehemently against any Class I or Class II bicycle projects being installed on the street.

e. *Result in inadequate emergency access?* **No impact.**
(References 2, 3, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect emergency access. However, the proposed update has an aim to reduce single-driver vehicle traffic, which in the future would reduce congestion at peak hours. This would benefit access by emergency providers. Any future improvements to the circulation system proposed to implement BPMP goals and policies would undergo CEQA review at the time a discrete project is designed and proposed. This CEQA review would include analysis of the proposed design to determine whether it would result in any adverse impacts regarding emergency access. If warranted, mitigation measures would be required to address any safety hazards.

f. *Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?* **No impact.**
References 2, 3, 5, and 6)

The proposed update specifically addresses alternative transportation methods. The update would have a beneficial effect as regards this criterion.

XVII. Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				x
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				x
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				x
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				x
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				x
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				x
g. Comply with federal, state, and local statutes and regulations related to solid waste?				x

Discussion of Impacts Related to Utilities and Service Systems – Checklist Items XVII(a) through XVII(g).
No impacts.
(References 2, 3, 5, and 6)

The Draft BPMP Update does not include any specific proposals to construct circulation system improvements or projects. Accordingly, the proposed update would not directly affect utilities or public service providers. Any future improvements to the circulation system proposed to implement BPMP goals and policies would undergo CEQA review at the time a discrete project was designed and proposed. That CEQA review would include analysis of whether the construction or operation of the improvements would adversely affect utilities and public service providers. Because the improvements would be expected to improve traffic safety and/or provide enhanced facilities for alternate forms of transportation, it is not expected that these projects would adversely or substantially affect any service provider. This preliminary conclusion would need to be confirmed during the subsequent CEQA review of those projects.

The proposed BPMP Update would not modify the location or amount of developable land in the Town or its Planning Area. All development projects, including circulation system improvement projects, undertaken in Tiburon would be required to be consistent with the General Plan, current zoning, the Town's Municipal Code, and other pertinent local policies or ordinances to ensure adequate public services. The EIR prepared for the Town's General Plan found that buildout of the Town by 2020 would require expansion of water and wastewater treatment facilities in order to continue to provide acceptable levels of service at Town buildout. That EIR concluded that because mitigations needed to provide these additional facilities in part relied on actions by other agencies, it could not conclude that those actions would be taken since the Town does not control other agencies' decisions or actions. As such, the impacts for those service providers were found to be significant. The proposed update would not alter these conclusions but would not increase the impact on any public service provider. Based on the considerations listed above, it is concluded that the Draft BPMP Update would have no impact on utilities and public service systems.

XIX. Mandatory Findings of Significance

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a.	*Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*				x
b.	*Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*				x
c.	*Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*				x

a. *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?* **No impact.**

The project does not include new grading or construction and would have no direct effects on biological or cultural resources. Future circulation system improvement projects would not be expected to have significant impacts on these resources, but this would need to be confirmed through project-level CEQA review at the time a circulation system improvement project is proposed and designed.

b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?* **No impact.**

The proposed update would not have any direct effects on the environment and would not allow any more development in Tiburon than is currently allowed by the Town's General Plan. The update would therefore not contribute to any adverse cumulative impact. Over the long-term, policies and possible transportation system improvements described in the proposed

update would reduce the vehicle miles travelled by the future population. This reduction in VMT and encouragement of the use of alternate travel modes would have a beneficial effect on greenhouse gas emissions, thereby assisting the Town and the State in meeting their GHG emission reduction targets.

c. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?* **No impact.**

The Draft BPMP Update would have no direct impacts on the physical environment. Future improvement projects that may be proposed by the Town would not be expected to result in significant impacts, assuming the design of the improvements is consistent with the Town's General Plan, Zoning Ordinance, and other adopted ordinances and regulations. This preliminary conclusion would need to be confirmed at the time a design proposal is submitted and a project-level CEQA analysis is conducted. As noted previously, those improvement projects are not part of the BPMP Update.

9.0 Determination of Significant Effect

On the basis of this Initial Study, I find that the proposed project would not have a significant effect on the environment. A Negative Declaration will be prepared.

Scott Anderson

Scott Anderson, Director of
Community Development, Town of Tiburon

May 11, 2016
Date

Tiburon
Bicycle and Pedestrian Plan

Draft Plan - March 17, 2016

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TIBURON
BY THE BAY

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1 Introduction

The 2016 Tiburon Bicycle and Pedestrian Master Plan update provides for a town-wide network of bicycle and pedestrian facilities, including sidewalks, paths, bike lanes, and bike routes, along with bicycle- and pedestrian-related programs and support facilities, intended to ensure bicycling and walking become viable transportation options for people who live, work, and recreate in Tiburon. The improvements detailed in this plan are intended to address the needs not only of Tiburon residents but also of the large numbers of bicyclists who visit the town to bicycle for recreational purposes along the "Paradise Loop" on Tiburon Boulevard and Paradise Drive. Current bikeway and pedestrian network information was gathered from a workshop with the Tiburon Parks, Open Space, and Trails (POST) Commission and Town staff, combined with information on proposed routes from the previously adopted Town of Tiburon Bicycle and Pedestrian Master Plan (2008 update). Relevant bikeway information was also gathered from the draft Marin County Unincorporated Area Bicycle and Pedestrian Master Plan (2016 update).

The purpose of this Bicycle and Pedestrian Master Plan is to identify projects, policies, and programs that will improve bicycle and pedestrian transportation in Tiburon, in part by meeting the requirements of the California Bicycle-Transportation Act (see Section 891 of the California Streets and Highways Code).

1.1 Community Participation

The Tiburon Parks, Open Space, and Trails (POST) Commission, an advisory committee charged with continuing the bicycle and pedestrian advisory role previously filled by the former Bicycle/Pedestrian Advisory Committee, allocated time from two of their regularly scheduled meetings on May 19, 2015 and January 18, 2016 for community workshops around bicycle and pedestrian issues and opportunities. The meetings were agendized and then noticed through distribution to the interested parties list of the POST Commission and in accordance with the Brown Act. Both meetings were open to the public at Tiburon Town Hall Council Chambers. Comments from the workshop are summarized below:

- Bicycle facilities on Greenwood Beach Road are controversial
- There is a need for improved on-street bicycle facilities along Tiburon Boulevard
- Tiburon Boulevard can be difficult to cross by walking or bicycling
- There is a need to improve existing steps and trails
- There is a need for youth bicycle education programs

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1.2 Goals, Objectives, and Related Plans

1.2.1 Goals

Goals are broad statements of purpose that provide the context for the specific objectives discussed in the Tiburon Bicycle and Pedestrian Master Plan. These goals provide the long-term vision and serve as the foundation of the plan.

- **Goal 1 - Increased Bicycle and Pedestrian Access**

  Expand bicycle and pedestrian facilities and provide increased access to neighborhood areas, employment centers, shopping areas, schools, and recreational sites.

- **Goal 2 - Bicycle Transportation**

  Make travel by bicycle an integral part of daily life in Tiburon by implementing and maintaining a bikeway network, providing end-of-trip facilities, improving bicycle/transit integration, encouraging bicycle use, and making bicycling safer and more convenient.

- **Goal 3 - Pedestrian Transportation**

  Encourage walking as a daily form of transportation in Tiburon by completing a pedestrian network that services short trips and transit, improving the quality of the pedestrian environment, and increasing safety, convenience, and access opportunities for all users.

1.2.2 Objectives

Objectives are basic tools that underlie all planning and strategies and provide a bridge between goals and implementation. In general, objectives are more specific and easier to measure than goals. They serve as the basis for creating policy and evaluating performance.

- **Objective A - Implement the Bicycle and Pedestrian Master Plan, which identifies existing and future needs, and provides specific recommendations for facilities and programs.**

  Actions:

  1. Update the Plan every five (5) years as required by Caltrans to reflect new policies and/or requirements for bicycle and pedestrian funding.

  2. The POST Commission or other official commission, as appropriate, should review all Safe Routes to Schools travel plans for consistency with the Tiburon Bicycle and Pedestrian Master Plan, with the authority to refer concerns to staff and council as necessary.

  3. Coordinate between government agencies, schools, and community organizations to address bicycle and pedestrian issues of mutual concern. The Town should promote coordination between the POST Commission or other official commission and adjacent communities' advisory committees.

  4. Seek funding for bikeway projects through current local, regional, state, and federal funding programs and encourage multi-jurisdictional funding applications.

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- **Objective B - Complete a continuous network of bikeways that are feasible, fundable, and that serve bicyclists' needs, especially for travel to employment centers, schools, commercial districts, and transit stops and terminals.**

  Actions:

  1. Implement high priority projects, such as Old Rail Trail improvements and Safe Routes to Schools improvements.
  2. Prioritize completion of a continuous bikeway network across jurisdictional boundaries, connecting Tiburon to unincorporated areas and neighboring communities.
  3. Connect bicycle paths in Tiburon with other paths and trails where practical.
  4. Consider construction of relevant planned bikeways as an integral part of any transportation facility maintenance or construction project.
  5. Construct a network that encourages bicycling to and for recreational purposes, as feasible.
  6. At a minimum, construct all bikeways according to Caltrans Chapter 1000 Design Guidelines.

- **Objective C - Complete a network of walkways that serves pedestrian needs, especially for short trips to schools, downtown, and transit stops and terminals.**

  Actions:

  1. Implement high priority projects, such as Safe Routes to Schools improvements.
  2. Establish pedestrian routes that focus on the needs of school children for each neighborhood in Tiburon.
  3. Complete missing connections to make direct routes for walking, especially connections between residential neighborhoods and the downtown area, schools, and the Old Rail Trail.
  4. Where feasible, identify and reduce or eliminate impediments and obstacles to walking to school.
  5. Connect pedestrian paths in Tiburon with other paths and trails where practical.
  6. For new development or redevelopment projects, consider construction of planned pedestrian facilities.
  7. Work with transit authorities to ensure that pedestrian concerns are addressed in the design of transit stops.
  8. Enhance opportunities for walking for recreational purposes.

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- **Objective D - Maintain and improve the quality, operation, and integrity of bikeway and walkway network facilities.**

  Actions:

  1. Undertake routine maintenance of bikeway and walkway network facilities, such as sweeping bicycle lanes and sidewalks and trimming back encroaching vegetation.
  2. Undertake regular inspection of surface conditions and periodic maintenance of bicycle and pedestrian facilities such as striping and signing to reduce safety issues for users.
  3. Ensure that construction projects minimize disruption to the bicycling and walking environment and that safe, direct alternate routes are signed in advance of construction for the duration of the project. All projects undertaken by outside agencies should be coordinated with the Town to ensure compliance with this policy.
  4. Ensure that repair or construction of any transportation facility does not result in the permanent removal of an existing bicycle or pedestrian facility.
  5. Ensure that the pedestrian walkway network is accessible to, and usable by, persons with disabilities where feasible.

- **Objective E - Provide short- and long-term bicycle parking and end-of-trip facilities in employment and commercial areas, in multifamily housing, at schools, and at transit facilities.**

  Actions:

  1. Consider requiring bicycle parking spaces as part of new development or redevelopment projects.
  2. Encourage the installation of short- and long-term public bicycle parking in and around the Downtown area.
  3. Work with local schools to promote bicycle commuting and to assist in purchasing and installing long- and short-term bicycle parking.
  4. Require the provision of bicycle parking at all town-permitted large events to help reduce automobile traffic and parking.

- **Objective F - Develop and implement safety, education, and encouragement plans aimed at people walking, bicycling, and driving.**

  Actions:

  1. Expand adult and youth bicycle and pedestrian education, encouragement, and safety programs, particularly Share the Road programs aimed at reducing bicyclist-motorist conflicts.
  2. Promote the health and environmental benefits of walking and bicycling.

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1.2.3 Consistency with Adopted Plans and Policies

The following section provides context for this plan update in terms of past and ongoing planning efforts related to bicycling and walking. The Tiburon Bicycle and Pedestrian Master Plan is consistent with the plans, studies, reports, programs, and policy documents listed below. It is intended that this document will be fully integrated into any future long-range plans and capital improvement plans in Tiburon.

Tiburon 2020 – All proposed improvements contained within the Tiburon Bicycle and Pedestrian Master Plan must be consistent with policies within the Tiburon General Plan that encourage connection of Downtown pedestrian and bicycle trails with other trails in Tiburon and providing safe access to schools. Goals, policies, and programs included in the Circulation Element and the Downtown Element of the General Plan are listed in **Appendix B**.

Open Space Resource Management Plan (2010) – The Town of Tiburon owns and manages approximately 250 acres of open space distributed among 21 parcels. These open space areas vary considerably in size, vegetation, occurrence of special-status species, and proximity to residences. The primary purpose of this plan was the management of vegetation, in particular, the management of non-native species. Other topic areas, such as erosion and passive recreation are treated in this plan, but with more emphasis on how these issues relate to the primary vegetation management goals of the Town.

Complete Streets Policy (Resolution No. 42-2012) – The Town of Tiburon adopted a Complete Streets Policy that expresses its commitment to creating and maintaining "Complete Streets" which are defined as comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families, among others.

Climate Action Plan (2011) – The purpose of the Climate Action Plan was to compile existing and potential strategies (i.e., actions, projects, and programs) that the Town's government and the community can take to address climate change. It provides a brief background on what climate change is and its potential impacts, but focuses on the efforts Tiburon can take to reduce its greenhouse gas (GHG) emissions and mitigate, to the extent feasible at the local level, the potential impacts of climate change.

While it is difficult to predict with a high degree of accuracy the sea level rise that will impact Marin County residents, the San Francisco Bay Conservation and Development Commission's most recent assessment assumes a 1.8° to 5.4° F rise in global temperature over the next century and a corresponding sea level rise in San Francisco Bay of 16 inches by mid-century and 55 inches by 2100. A 16-inch rise in sea level would result in the flooding of 180,000 acres of shoreline, which is roughly equivalent to today's 100-year floodplain.

In 2006, Marin County developed a strategic plan to reduce annual GHG emissions to 15 percent below 1990 levels by 2020. GHG emission estimates by sector reveal that the transportation industry contributes to 62 percent of all emissions in Marin County and 41 percent of all emissions in Tiburon. See **Appendix C** project-related details.

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Downtown Circulation and Parking Analysis (2012) – In recent years, the Town of Tiburon has undertaken several efforts designed to make it more convenient and more attractive for residents and tourists to visit Downtown. The Town is in the process of implementing a Downtown vibrancy initiative which aims to comprehensively address how Downtown can be improved for all those that work, live, play, and visit Tiburon.

Through extensive outreach to stakeholders and the community, inefficient parking and circulation of the transportation network emerged as one of the primary concerns. One of the major findings of the vibrancy project was that a perceived parking problem exists among local businesses and residents, namely inadequate supply and restrictive regulations, despite evidence that much of the parking Downtown is underutilized. Circulation issues revealed by the vibrancy project included a local desire for enhanced pedestrian and bicycle connections as well as more usable public spaces, especially west of the Main Street area. Community members highlighted the need for better signage and wayfinding to local destinations such as Ark Row, the ferry terminal, and Main Street, as well as strategies that reduce the reliance on automobiles for circulation within and access to Downtown.

Active transportation-related findings from the report:

Bicycle parking utilization is also highly concentrated, and some parking facilities should be improved. Utilization of bicycle parking facilities varies dramatically based upon location. The highest utilization rates are near the ferry terminal and near the cafes and restaurants along Main Street, where many bicyclists stop to eat and drink. Other facilities, especially those along Tiburon Boulevard, see very low utilization rates, either due to their inconvenient location, their "insecure" appearance, or rack design issues that leave bicycles vulnerable to theft.

See **Appendix C** for recommendations and project-related details.

Tiburon Bay Trail Gap Study (2012) – This feasibility study represented an opportunity for the Town of Tiburon, in coordination with the Bay Trail, County of Marin, and Caltrans, to prepare a plan for closing important gaps in the San Francisco Bay Trail System, as well as the Town's and Marin County's local and regional bicycle and pedestrian circulation systems. The objective of the study was to evaluate and develop concepts to enhance service of bicycle and pedestrian traffic between McKegney Green and Strawberry Drive, including portions of Tiburon Boulevard and Greenwood Beach Road/Greenwood Cove Drive.

The primary focus of the study was the analysis and preliminary design of a clear and continuous Bay Trail route for bicyclists, pedestrians, and other trail users. See **Appendix C** for recommendations.

Community Action to Reduce Traffic (CART) Summary Report (2013) – CART, a committee comprised of elected officials, school officials, Safe Routes to Schools participants, town staff, and police staff, was convened in October 2011 to investigate and tackle the problem of traffic congestion on Tiburon Boulevard. After conducting an initial information gathering phase about the options available to the Town for reducing congestion on Tiburon Boulevard, the committee held a Community Traffic Forum to share the options and to solicit feedback on the various approaches. No overarching solution was identified, but CART concluded that many smaller changes could be implemented to improve traffic conditions, including:

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- Traffic signal synchronization along Tiburon Boulevard (completed)
- Addition of new school bus to Reed Union School District (completed)
- Creation of a "bike train" from Blackie's Pasture or The Boardwalk Shopping Center parking lot to local schools (created)
- Replacing Marin Transit Route 19 with smaller shuttle buses with shorter, 30-minute headways along Tiburon Boulevard called Route 219, in addition to a weekday "ferry feeder" route component (Route 219 and Route 119 replaced Route 19)

Marin County Unincorporated Bicycle and Pedestrian Master Plan (2007) – This plan, adopted in late 2007, provides countywide policy guidance on integration of bicycling, walking, and accessibility into the transportation network. An update to the county plan is being coordinated with the 2016 Tiburon Bicycle and Pedestrian Master Plan update and is scheduled to be released in 2016.

Non-motorized Transportation Pilot Program (NTPP) – Begun in 2006 and administered through 2010, this Federal Highway Administration program allocated $25 million to bicycle and pedestrian projects throughout Marin County. The program included an extensive public and planning process to identify, rank, and select infrastructure projects and educational programs to be funded by the program.

Steps, Lanes, and Paths (SLP) Program – The SLP Program involved a number of communities within Marin County in an effort to address the need for pedestrian connections in areas that are not easily served by conventional sidewalk networks. Challenges such as limited right-of-way, steep grades, and narrow roads have constrained the ability of residential areas of Tiburon to connect to downtown. Tiburon has long recognized this challenge and has worked to identify solutions to step, lane, and path issues.

In some cases, the exact condition and legal status of some of these pedestrian connectors may not be known and some may currently be in use by adjacent property owners who are not aware of their history of status. Improvement and maintenance of these connectors by the Town would create greater accessibility for users with limited mobility but would also increase maintenance costs and liability exposure. Addressing these challenges will help the Town achieve **Objective B**, **Objective C**, and **Objective D** from **Section 1.2.2**.

Recent projects under the SLP Program include:

- Lower Racoon Path
- Cayford Path
- Jefferson Steps
- The Ranch to Reed Elementary School Steps

Reed Union School District Safe Routes to Schools – The mission of the Marin County Safe Routes to Schools Program is to increase the number of children bicycling and walking to school. The Reed Union School District launched a pilot Safe Routes to Schools Program at the start of the 2013-14 school year to run bike trains and walking school buses along the Tiburon Historical Trail from downtown Belvedere and Tiburon to Bel Aire Elementary School.

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1.3 ATP Compliance Checklist

The State of California adopted Active Transportation Program (ATP) guidelines that encourage increased use of active modes of transportation, such and bicycling and walking, and provide guidance on the inclusion of specific active transportation plan elements in order to apply for grant funding. The Tiburon Bicycle and Pedestrian Master Plan should include the following provisions to fully comply with ATP guidelines:

Table 1-1: Tiburon ATP Compliance Checklist

Required Plan Elements		
(a)	The estimated number of existing bicycle trips and pedestrian trips in the plan area, both in absolute numbers and as a percentage of all trips, and the estimated increase in the number of bicycle trips and pedestrian trips resulting from implementation of the plan.	Table 3-2
(b)	The number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries, and a goal for collision, serious injury, and fatality reduction after implementation of the plan.	Section 3.6
(c)	A map and description of existing and proposed land use and settlement patterns which must include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.	Section 3.2
(d)	A map and description of existing and proposed bicycle transportation facilities.	Chapter 2 & Chapter 4
(e)	A map and description of existing and proposed end-of-trip bicycle parking facilities.	Section 2.1
(f)	A description of existing and proposed policies related to bicycle parking in public locations, private parking garages, and parking lots and in new commercial and residential developments.	Section 4.1
(g)	A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These must include, but not be limited to, parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles or ferry vessels.	N/A
(h)	A map and description of existing and proposed pedestrian facilities at major transit hubs. These must include, but are not limited to, rail and transit terminals, and ferry docks and landings.	N/A
(i)	A description of proposed signage providing wayfinding along bicycle and pedestrian networks to designated destinations.	Section 2.1

Required Plan Elements		
(j)	A description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.	Appendix B
(k)	A description of bicycle and pedestrian safety, education, and encouragement programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the law impacting bicycle and pedestrian safety, and the resulting effect on accidents involving bicyclists and pedestrians.	Section 4.3
(l)	A description of the extent of community involvement in development of the plan, including disadvantaged and underserved communities.	Section 1.1
(m)	A description of how the active transportation plan has been coordinated with neighboring jurisdictions, including school districts within the plan area, and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, general plans and a Sustainable Community Strategy in a Regional Transportation Plan.	Section 1.2
(n)	A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.	Section 5.2
(o)	A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.	Section 2.1
(p)	A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.	Chapter 5
(q)	A resolution showing adoption of the plan by the city, county or district. If the active transportation plan was prepared by a county transportation commission, regional transportation planning agency, MPO, school district or transit district, the plan should indicate the support via resolution of the city(s) or county(s) in which the proposed facilities would be located.	Appendix E

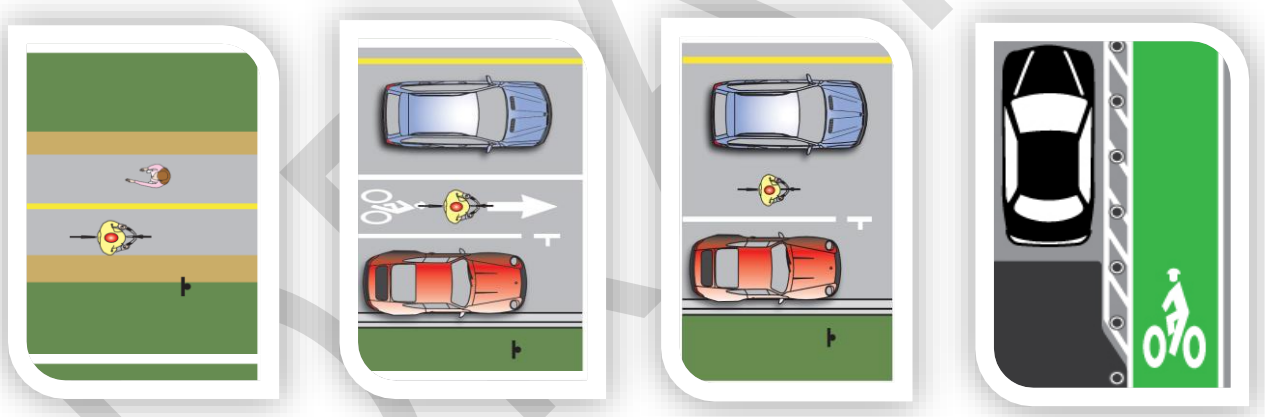
2 Existing Conditions

In the years since the adoption of the first Tiburon Bicycle and Pedestrian Master Plan in 2001, significant progress has been made in improving conditions for bicycling and walking. This section of the plan describes the existing conditions in Tiburon in terms of bikeways, bicycle parking, and pedestrian facilities as well as education, encouragement, and enforcement activities.

The bicycle map which accompanies this Plan designates Tiburon's bicycle facilities and those in adjacent unincorporated areas by Class I, II, III, or IV in accordance with Chapter 1000 on Bikeway Planning and Design of the California Department of Transportation, Highway Design Manual. Class I Bikeways serve the exclusive use of bicycles and pedestrians. Class II Bikeways serve the preferential use of bicycles on marked lanes on paved streets. Class III Bikeways serve bicycles on streets connecting Class I or Class II bikeways. Protected bicycle lanes, which recently have been officially permitted for use in California, are referred in this plan as Class IV bikeways. This is a working title and subject to change as Caltrans and other agencies develop more detailed guidelines and standards regarding protected bicycle lanes.

2.1 Existing Conditions for Bicycling

2.1.1 Definition of Bikeways



The four types of bikeways identified by Caltrans in Chapter 1000 of the Highway Design Manual are as follows:

Class I Bikeway - Typically called a shared-use path, a Class I Bikeway provides bicycle travel on a paved right-of-way completely separated from any street or highway. It is usually shared with pedestrians and other active transportation users.

Class II Bikeway - Often referred to as a bicycle lane, a Class II Bikeway provides a striped lane accompanied by stenciled markings for one-way bicycle travel on a street or highway. Class II facilities can also include painted buffers to help provide a physical separation between motor vehicle travel lanes and the bicycle lane.

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Class III Bikeway - Generally referred to as a bicycle route, a Class III Bikeway provides for shared use with motor vehicle traffic and is identified only by signing and/or pavement markings. A subset of this type of bikeway is a Bicycle Boulevard, which is a local street that has been optimized for bicycle travel by reducing motor vehicle speeds and volumes and by improving arterial crossings and operating speeds for bicyclists.

Class IV Bikeway - Often referred to as protected bicycle lanes, separated bikeways, cycle tracks, or green lanes, Class IV bikeways are located within a street or highway right-of-way, provide a designated area for one-way or two-way bicycle travel, and offer physical protection from adjacent motor vehicle traffic using barriers, bollards, curbing, parked cars, posts, planters, or other vertical-oriented elements.

It is important to note that bicycles are permitted on *all* roads in the State of California and in Tiburon (with the exception of designated freeways). As such, Tiburon's entire street network is effectively the Town's bicycle network, regardless of whether or not a bikeway stripe, stencil, or sign is present on a given street. The designation of certain roads as Class II, III, or IV bicycle facilities is not intended to imply that these are the only roadways intended for bicycle use, or that bicyclists should not be riding on other streets. Rather, the designation of a network of Class II, III, and IV on-street bikeways recognizes that certain roadways are optimal bicycle routes, for reasons such as directness or access to significant destinations, and allows the Town of Tiburon to then focus resources on building out this primary network. The town's existing network of designated bikeways is shown in **Table 2-1.** Specific facility segments are discussed in more detail below.

Table 2-1: Existing Tiburon Bikeways

Class	Bikeway Type	Total Mileage
I	Shared-use Path	2.57 miles
II	Bicycle Lanes	0.72 miles
III	Bicycle Routes	2.84 miles
IV	Protected Bicycle Lanes	0.00 miles
	Total Bikeways	**6.13 miles**
	Total Roadways (centerline miles)	**56.54 miles**
	Bikeway to Roadway Ratio	**1 : 9.22**

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2.1.2 Existing Bikeway Facilities

The town's existing bikeway system is composed of over 6 miles of bikeways, including 2.6 miles of Class I shared-use pathways, 0.7 miles of Class II bicycle lanes, and 2.8 miles of Class III bicycle routes. The existing bicycle facilities follow "Paradise Loop" which runs along Tiburon Boulevard and Paradise Drive and forms the primary bicycle transportation and recreation spine of the Tiburon Peninsula.

The Old Rail Trail is classified as a Class I bicycle path, and runs the full length of the Richardson Bay Lineal Park, from Blackie's Pasture in the north to Downtown Tiburon. The Old Rail Trail is in close proximity to schools, shopping areas, parks, and public facilities. Between the 2008 plan update and the 2016 plan update, access improvements to the Old Rail Trail were implemented and allowed for better access to Del Mar Middle School and McKegney Green.

Existing bikeways are shown in **Figure 2-1.**

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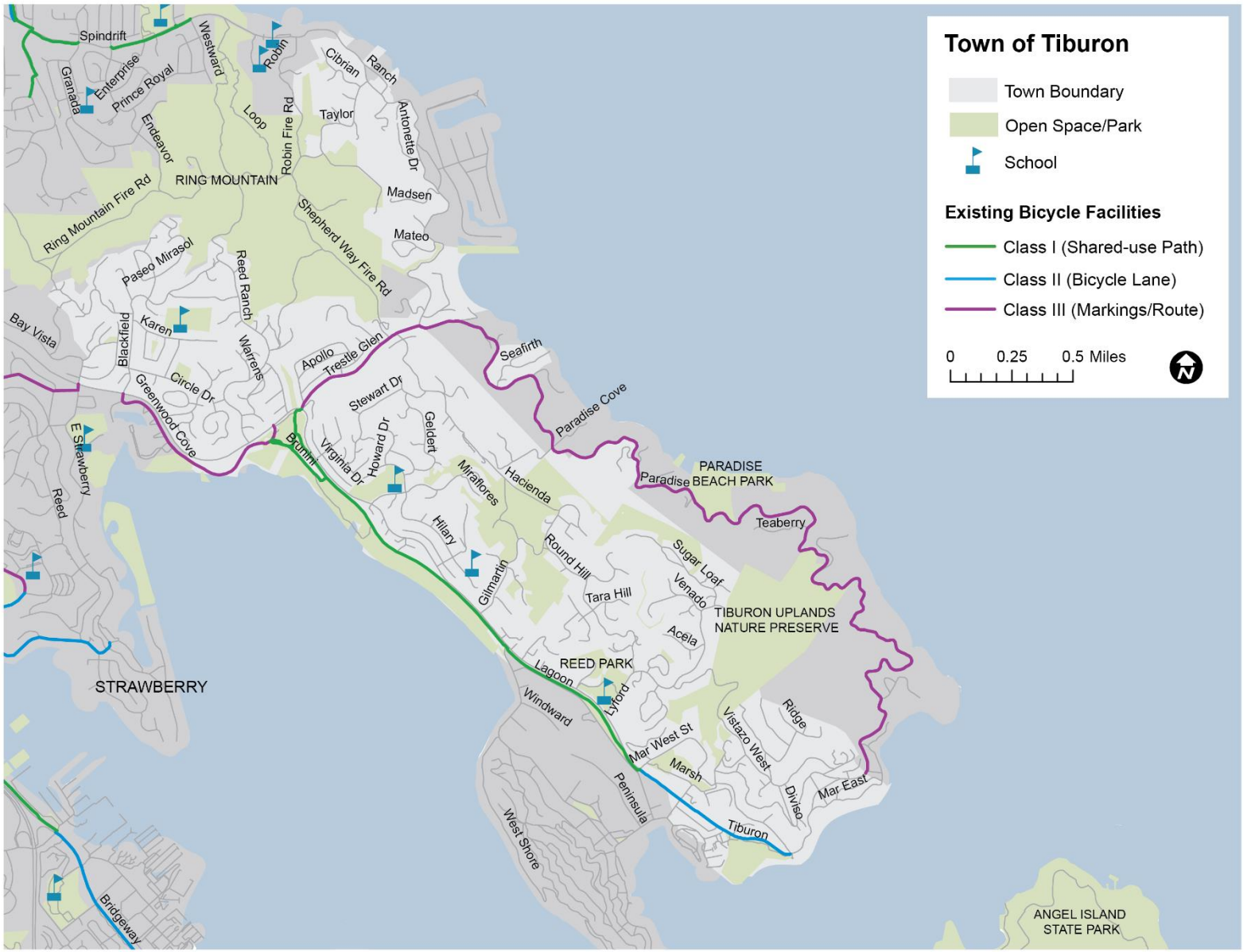
Figure 2-1: Existing Bicycle Facilities



2.1.3 Bikeway Signage

In 2005, the County of Marin received $189,000 in grant funding to design and implement a Countywide Bicycle Route Guide Signage project in partnership with local jurisdictions. The goal of the project was to encourage commuting by bicycle through Marin and make recreational bicycling more attractive to the public. The signage provides bicyclists with directions and destinations at key intersections, so that residents and visitors will be able to navigate more easily. The Marin Public Works Directors Association selected a uniform sign for the County which has a logo of Mount Tamalpais in the background. The countywide bikeway route network can be viewed at http://www.marinbike.org/map.

The County has installed numbered bike route signs between Tiburon and Mill Valley and through the unincorporated area of Strawberry. The Town of Tiburon received numbered signs from the County which were installed within the Town along the Old Rail Trail, Tiburon Boulevard, and Trestle Glen Boulevard. Town staff secured encroachment permits to install additional signs in Caltrans-controlled areas.

2.1.4 Bicycle Support Facilities

Bicycle support facilities include bicycle parking racks, bicycle corrals, lockers, and changing facilities. Any facility that assists bicyclists in completing their journey is also considered a support facility. Bicycle parking is important not only for local residents but for the large numbers of bicyclists who visit Tiburon to bicycle for recreational purposes along the "Paradise Loop" along Tiburon Boulevard and Paradise Drive and to take the ferry to Angel Island and back.

Approximately 98 bicycle parking spaces are currently provided in the immediate vicinity of the Downtown Tiburon Ferry Terminal, within the plaza near the intersection of Tiburon Boulevard and Paradise Drive. Additional bicycle parking racks are provided adjacent to bus stops at Point Tiburon Plaza and near the Donahue Building in Shoreline Park, the Elephant Rock fishing pier, and the Belvedere-Tiburon Library. Bicycle parking spaces are also located near several private businesses, including the Tiburon Playhouse theaters, the Main Street parking lot, Ark Row, and the Fountain Plaza vicinity. Bicycle parking facilities are also located on the grounds of all existing schools in Tiburon.

There are public restrooms adjacent to the Angel Island Ferry dock, within Tiburon Town Hall and the Belvedere-Tiburon Library, and at various locations adjacent to or near the Old Rail Trail, including South-of-Knoll Park and Blackie's Pasture. Drinking fountains and telephones are available near the Angel Island Ferry Dock, at various downtown establishments, and at the Belvedere-Tiburon Library and Tiburon Town Hall at the southeast terminus of the Old Rail Trail.

Currently there are no publicly accessible locker rooms or shower facilities, although such facilities may exist in private buildings.

2.1.5 Access to Transit by Bicycle

Providing bicycle access to transit allows bicyclists to extend the distance they are able to travel, enabling bicycling as a regional mode of travel. Tiburon residents have access to three transit services: Golden Gate Transit buses (commuter and regular service to Marin County, Sonoma County and San Francisco), Blue and Gold Ferry (commuter and regular service San Francisco which will soon be taken over by the Golden Gate Bridge Highway and Transportation District), and the Tiburon-Angel Island Ferry Company (serving

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recreational trips to Angel Island State Park). All local bus transit service in Marin County is operated under contract with the Marin County Transit District (MCTD).

Most bus stops within the Town of Tiburon do not have bicycle racks located at the stops, with the exceptions noted above. The Tiburon Ferry Terminal has bicycle parking and bicycles are allowed on all ferry vehicles. Up to two bicycles can fit on racks mounted to the front of all Golden Gate Transit buses and shuttles less than 60 feet long. "MCI" type buses longer than 60 feet were recently outfitted with luggage bay racks that allow two bicycles to ride in the underfloor luggage area. In addition, the MCTD has included an element in their long-range transit plan to upgrade all bus-mounted front bicycle racks from two to three capacity fixtures.

2.1.6 Share the Road Signs

Yellow "Share the Road" bicycle warning signs are posted at several locations within and near the town, primarily on the Tiburon Boulevard and Paradise Drive corridors. These signs are intended to increase motorist and bicyclist awareness of the need to share narrow roadways with limited sightlines or potential safety concerns.

2.2 Existing Conditions for Walking

2.2.1 Definition of Pedestrian Facilities

Generally, there are two types of pedestrian facilities, those intended for exclusive use by pedestrians, such as sidewalks, and those shared with other users (i.e. Class I Multi-Use Pathways). Pedestrian facilities at intersections can include crosswalks, pedestrian crosswalk signals, warning signage, curb ramps, and other treatments to promote accessibility for disabled users and safety.

The California Vehicle Code Section 275 defines a crosswalk as either:

- That portion of a roadway included within the prolongation or connection of the boundary lines of sidewalks at intersections where the intersecting roadways meet at approximately right angles, except the prolongation of such lines from an alley across a street.

- Any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

At intersections, a crosswalk is effectively a legal extension of the sidewalk across the roadway. Crosswalks are present at all intersections, whether marked or unmarked, unless the pedestrian crossing is specifically prohibited by the local jurisdiction. At mid-block locations, crosswalks only exist if they are marked.

Traffic control devices must follow the procedures set forth in the California version of the Manual of Uniform Traffic Control Devices (CAMUTCD), while elements such as sidewalks and curb cuts must comply with guidelines for implementing the federal Americans with Disabilities Act (ADA).

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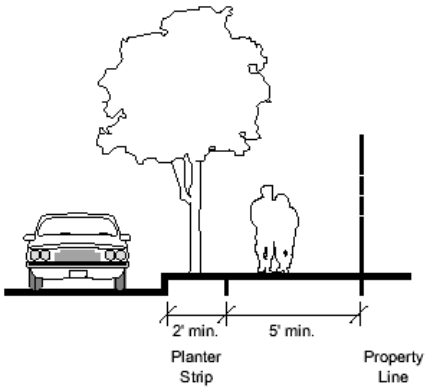
2.2.2 Existing Walkways

In addition to the Old Rail Trail, the Town of Tiburon has a variety of pedestrian facilities consisting of sidewalks, crosswalks, stairways, and walkways. A number of these facilities are more or less developed, consisting of historic stairways and unpaved or narrow footpaths. Examples of high-use pedestrian areas include the downtown area and crossings of Tiburon Boulevard to access destinations such as schools, the post office, and library. In addition, a walkway extends along a segment of Mar West Street to the Tiburon Peninsula Club.



Some of these walkways do not meet ADA requirements for width, obstructions, tripping hazards or curb ramps. With the exception of recreational trails and undeveloped pathways, walkways are generally lacking in the hillside neighborhood areas.

2.2.3 Existing Crosswalk and Other Facilities

Pedestrian exposure at intersections directly affects safety, especially for senior citizens and children who may not be able to cross streets quickly or discern (or be seen by) oncoming traffic. Generally intersections along Tiburon Boulevard and elsewhere in the downtown area have marked crosswalks. In addition, a number of intersections are marked along Tiburon Boulevard, primarily at access points to the Old Rail Trail.

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2.3 Safety, Education, and Encouragement Programs

The Town of Tiburon, the Transportation Authority of Marin, the POST Commission, and nonprofit groups such as the Marin County Bicycle Coalition, have sponsored or participated in a variety of programs to promote safe bicycling and walking in the Town.

2.3.1 Tiburon Police Department Partnerships

The Tiburon Police Department, in partnership with the Marin County Bicycle Coalition, participates in a trail etiquette outreach program in which police officers and volunteers hand out flyers to pedestrians and bicyclists along the Old Rail Trail. The flyers notify trail users of rules regarding bicycle speeds and adherence to stop signs on the trail.

As part of a crosswalk awareness program, the Tiburon Police Department conducted several "pedestrian decoy" ticketing efforts targeting motorists who don't yield to pedestrians in crosswalks. However, this program is now longer running.

The Tiburon Police Department previously conducted an annual bicycle safety awareness programs at Reed Elementary School, including a bicycle riding course.

2.3.2 Share the Path and Share the Road Efforts

Although Tiburon has a low rate of bicycle- and pedestrian-involved collisions, the Town receives reports of near-misses, especially between people bicycling and walking on the Old Rail Trail. The POST Commission and the Town have been working on a "Share the Path" outreach and education project. The project involves putting up new safety signs and creating and distributing a pathway safety pamphlet. In 2005, the former Bicycle and Pedestrian Advisory Committee (now the POST Commission), Marin County Bicycle Coalition (MCBC), and the Tiburon Police Department sponsored a Share the Path Day event, including a checkpoint table to distribute safety information and "goodie bags". These activities were well-received by the public and carried in local news media.

Basic Street Skills Classes are provided free of charge by the Marin County Bicycle Coalition. Classes provide information on how to avoid collisions and citations, how to ride safely, improve visibility, and the legal rights of bicyclists. Bicyclists who have received a bicycle violation may attend this class to reduce their fine.

The Marin County Bicycle Coalition also provides a Share the Road presentation for the public. The presentation is available by request, and includes information on the rights and responsibilities of bicyclists and drivers while focusing on ways each group can behave courteously to avoid collisions.

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2.3.3 Safe Routes to Schools

The countywide Safe Routes to Schools program began in 2000 in an effort to reduce congestion and encourage healthy exercise and transportation habits among school-aged children in Marin County. The program has since expanded to its current level, with 60 schools and over 20,000 students participating countywide. Each year, the program has successfully decreased the percentage of drive-alone students at participating schools through innovative classroom activities, contests and events, and implementation of engineering improvements.

The program consists of five components – education, engineering, encouragement, enforcement, and evaluation – which are described below:

- Education - Classroom lessons teach children the skills necessary to navigate through busy streets and show them how to be active participants in the program. **Table 2-2** shows education programs completed at Tiburon schools.

- Engineering – The program's licensed traffic engineer works with schools and the Town in developing a plan to provide a safer environment for children to bicycle and walk to school. The focus is on creating physical improvements to the infrastructure surrounding the school, reducing speeds, and establishing improved crosswalks and pathways.

- Encouragement – Events, contests, and promotional materials are incentives that encourage children and parents to try walking and biking. **Table 2-2** shows encouragement programs completed at Tiburon schools.

- Enforcement – Police officers, crossing guards, and law enforcement officials participate throughout the Safe Routes process to encourage safer travel through the community. Targeted enforcement of speed limits and other traffic laws around schools make the trip to school more predictable for students. This plan also includes enforcement enhancements and outreach to drivers through driver safety campaigns.

- Evaluation – Program participation is regularly monitored to determine the growth in student and parent participation.

As detailed in **Table 2-2,** Reed Elementary, Bel Aire Elementary, and Del Mar Middle Schools participated in the program. The Reed Union School District created a Safe Routes to Schools Task Force which develops Safe Routes to Schools Travel Plans that include engineering and enforcement recommendations and driver education and encouragement programs.

The Town of Tiburon launched a pilot program in 2013-14 school year to run bike trains along the Old Rail Trail from downtown Belvedere/Tiburon to Bel Aire School. Adult bicycling "conductors" and volunteers escorted students to school every Wednesday.

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Table 2-2: Tiburon Safe Routes to School Education and Encouragement Programs

2010-2011	Grades	Enrollment	Helmet Safety[1]	Traffic Safety[2]	WIM[3]	Safety Art[4]	International Walk to School Day[5]	SchoolPool[6]
Reed	K-2	454					X	
Bel Aire	3,4,5	413	150	150	150		X	
Del Mar	Middle	370				20	X	X

X = Previously Completed

Source: Marin County Safe Routes to Schools Program Evaluation (2011)

1 Helmet Safety – A demonstration-based lesson that teaches the importance of wearing a helmet and proper helmet fit (i.e. why, how, and when to wear a helmet).

2 Traffic Safety – Class designed to help students avoid the most common traffic scenarios that lead to youth-involved bicycle and pedestrian collisions.

3 WIM (Wheels in Motion Bike Skills Challenge) – offers children an opportunity to practice and apply the lessons learned in the Helmet Safety and Traffic Safety classes, such as the importance of stopping at every edge, looking for/communicating with traffic, traffic laws, and remaining in control at all times when riding a bicycle. This is achieved through a series of bicycle handling drills and simulations of traffic situations. Each session begins with a safety check of the bicycles and the helmet. Four stations give students the opportunity to practice a variety of specific bicycle handling skills and procedures for operating a bicycle safely and legally in traffic.

4 Safety Art – Prepares children for International Walk to School Day by reviewing the four best reasons to walk and bicycle, as well as six simple steps to staying safe. The children make picket style signs to carry and large banners to place at staging areas in front of schools.

5 International Walk to School Day – annual event in October that encourages all kids to walk to school

6 SchoolPool – Website designed to help parents share the duties of carpooling, walk pools ("walking school buses"), bike pools ("bike trains"), or arranging bus buddies for school buses or public transit.

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3 Needs Analysis

3.1 Land Use and Demand for Bicycling

The "demand" for bicycle facilities can be difficult to predict. Unlike automobile use where historical trip generation studies and traffic counts allow one to estimate future "demand" for travel, bicycle trip generation methods are less advanced and standardized. Land use patterns can help predict demand and are important to bikeway planning because changes in land use (and particularly employment areas) will affect average commute distance, which in turn affects the attractiveness of bicycling as a commute mode. **Figure 3-1**, the land use map from the Tiburon General Plan, is included on the next page.

Tiburon bikeway network connects the neighborhoods where people live to the places they work, shop, engage in recreation, or go to school. An emphasis is placed on regional bikeways and transit connections centered on the major activity centers in Tiburon, including:

- Downtown commercial district
- Civic buildings such as the Town Hall and Library
- Schools
- Bus stops and the Ferry Terminal
- Neighborhood parks and regional recreational areas
- Employment centers

3.2 Settlement Patterns and Destinations

Tiburon history of rail and ferry transport has largely shaped the town's development patterns. The Northwestern Pacific Railway lines which formerly connected Mill Valley and Corte Madera to downtown Tiburon encouraged development within walking distance of the former downtown Tiburon train station.

As automobile use grew, new roads were placed on or alongside the train beds, creating the existing arterial road system that includes Tiburon Boulevard. After World War II, Tiburon grew away from its original dense settlement pattern around the downtown area, creating a variety of neighborhoods in the hilly areas of town which were less accessible by walking or bicycling.

The Town of Tiburon is a predominantly residential community, consisting of relatively low density single-family housing, some medium density multiple-family homes, and limited commercial and office uses clustered primarily within the downtown area. The existing land uses in Tiburon are shown in **Figure 3-1**. This map includes the location of land uses such as commercial areas, which represent potential bicycle and pedestrian destinations in Tiburon.

The employed population of Tiburon commute to three major employment centers: San Francisco, San Rafael, and businesses within Tiburon. Most get to their Marin County jobs by car and some by bus or bicycle. Section 3.4 details commute patterns in Tiburon. Other major activity centers includes Reed Elementary School, Bel Aire Elementary School, and Del Mar Intermediate School.

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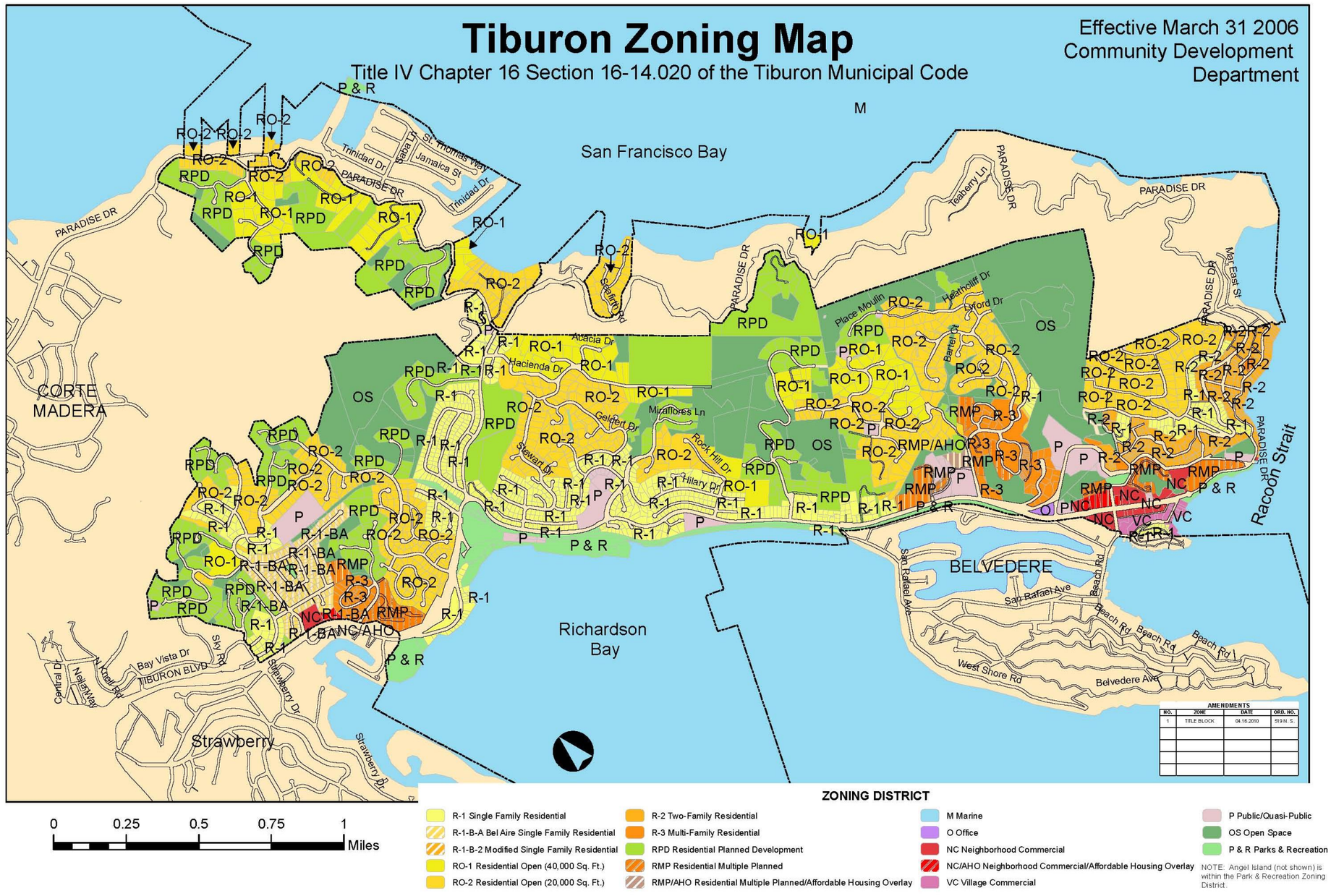
Figure 3-1: Tiburon General Plan Land Use Map



3.3 Bicycle and Pedestrian Activity

In 2007, the Non-motorized Transportation Pilot Program (NTPP), a federally-funded project of the Marin County Department of Public Works, conducted counts and surveys of bicyclists and pedestrians throughout Marin County. The five places in Marin County with the highest volumes of combined bicycle and pedestrian activity included the intersection of Tiburon Boulevard and Main Street (1,800 people). Of all counted locations, this intersection ranked in the top four for highest combined bicycle and pedestrian commuter activity during weekday peak periods and ranked as the second most popular weekend bicycling and walking location in the county. These results may be influenced by weekday access to the Ferry Terminal and may reflect the weekend popularity of Tiburon's Old Rail Trail, the "Paradise Loop" along Tiburon Boulevard and Paradise Drive, and the relationship between tourism and pedestrian activity in Tiburon.

3.4 Commute Patterns

A central focus of presenting commute information is to identify the current "mode split" of people that travel in Tiburon. Mode split refers to the choice of transportation a person selects to reach their destinations, be it walking, bicycling, taking a bus, or driving. One major objective of any bicycle or pedestrian facility improvement is to increase the percentage of people who choose to bicycle or walk rather than drive or be driven. Every saved vehicle trip or vehicle mile represents quantifiable reductions in air pollution and can help in lessening automobile traffic congestion.

Journey to work data was obtained from the most recent five-year American Community Survey estimates (2009-2013) for Tiburon, Marin County, California, and the United States. The percent breakdown for primary mode of travel during commute trips conducted by the employed population over the age of 15 is shown in **Table 3-1.**

Table 3-1: Means of Transportation to Work (ACS, 2009-2013)

MODE CHOICE	UNITED STATES	CALIFORNIA	MARIN COUNTY	TIBURON
Drove Alone	76.3%	73.2%	66.2%	59.6%
Carpooled	9.8%	11.3%	8.8%	7.0%
Transit (includes ferry)	5.0%	5.2%	8.9%	11.0%
Taxi	0.1%	0.0%	0.0%	0.0%
Motorcycle	0.2%	0.3%	0.2%	0.5%
Bicycle	0.6%	1.1%	1.6%	1.7%
Walked	2.8%	2.7%	3.3%	1.9%
Other Means	0.9%	0.9%	0.7%	2.1%
Worked at Home	4.3%	5.2%	10.3%	16.4%

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As shown, about 1.7 percent of all employed Tiburon residents above the age of 15 commute primarily by bicycle. The American Community Survey does not include the number of people who bicycle for recreation or for utilitarian purposes, students who bicycle to school, bicycle commuters who travel from outside Tiburon, or commuters who bicycle to transit, and, therefore, the data likely undercounts true bicycling rates. Recreational bicycling is especially popular in Tiburon, with its easy access to popular recreational routes along Paradise Drive and other areas.

Comparatively, Tiburon's rate of bicycle commuting is roughly equivalent to the Marin County average (1.7 percent compared to 1.6 percent) and above statewide and national averages (1.1 percent and 0.6 percent, respectively). The percentage of commuters who primarily use transit to get to work in Tiburon is over double that of the state and national averages (11.0 percent compared to 5.2 percent across the state and 5.0 percent across the country). Conversely, Tiburon displays a lower percentage of residents of who walk to work (1.9 percent) compared to county, state, and national averages (3.3 percent, 2.7 percent, and 2.8 percent, respectively). This may be explained by the large number of Tiburon residents who work from home (16.4 percent).

3.5 Potential Future Air Quality Improvements

Tiburon lies within the San Francisco Bay Area Basin, which is regulated by the Bay Area Air Quality Management District (BAAQMD). As of July 2005, the air quality in the San Francisco Bay Area Basin did not meet the minimum State health-based standards for one-hour concentrations ground-level ozone and the State standards for Particulate Matter (PM10) and Fine Particulate Matter (PM2.5).[2] Currently, the Basin is classified as marginal non-attainment area for the Federal 8-hour ozone standard.

According to the BAAQMD, motor vehicles are responsible for approximately 75 percent of the smog in the Bay Area. Reducing vehicle-miles traveled (VMTs) is a key goal of the BAAQMD, and fully implementing Tiburon's bicycle and pedestrian network may help achieve this goal by providing residents improved options for getting to work, school, or shopping that are not automobile dependent. Based on data from the 2009-2013 American Community Survey and estimates of bicycle mode share for students, the current number of daily bicycle and pedestrian commuters in Tiburon is estimated to be 659 people and approximately 2,300 trips per day.

In an effort to estimate the potential increase in the number of daily bicycle and walk trips in Tiburon after implementation of the changes proposed in Chapter 4, **Table 3-2** shows that a modest potential increase of daily bicycle and pedestrian could result, conservatively, in the diversion of 100 automobile trips per day and the reduction of 1.3 metric tons of hydrocarbons, 9.4 metric tons of carbon oxides, 0.6 metric tons of nitrous oxides, and 188 metric tons of carbon dioxides per year.

[2] BAAQMD. Ambient Air Quality Standards & Bay Area Attainment Status. Last updated July 15, 2005. <www.baaqmd.gov/pln/air_quality/ambient_air_quality.htm>

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Table 3-2: Bicycle and Pedestrian Commute and Air Quality Projections

Topic	Value	Source
Population	9,042	2009-2013 American Community Survey (ACS)
Number of Commuters	3,788	2009-2013 ACS (Employed persons minus those working at home)
Number of Bicycle-to-Work Commuters	64	2009-2013 ACS
Bicycle-to-Work Mode Share	1.7%	2009-2013 ACS
Number of Walk-to-Work Commuters	72	2009-2013 ACS
Walk-to-Work Mode Share	1.9%	2009-2013 ACS
School Children Grades K-12	1,541	2009-2013 ACS
Estimated School Bicycle and Walk Commuters	447	Marin County Safe Routes to Schools, 2011 Program Evaluation (29 percent of hand tally respondents)
Number of College Students	467	2009-2013 ACS
Estimated College Bicycle Commuters	23	National Bicycling & Walking Study, FHWA, Case Study No. 1, 1995. Review of bicycle commute share in seven university communities (5%)
Average Weekday Marin Ridership	870	Average weekday activity (boardings and alightings) for Strawberry-Tiburon-Belvedere, Marin Transit Ridecheck Report – 2011 Local Bus Survey
Number of Daily Bike Marin Transit Users	18	Average weekday activity (boardings and alightings) for Strawberry-Tiburon-Belvedere, Marin Transit Ridecheck Report – 2011 Local Bus Survey
Estimated Total Number of Bicycle and Walk Commuters	624	Total weekday average of bike and walk to work, transit, school, college commuters

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Topic	Value	Source
Estimated Utilitarian, Social/Recreational, and Other Bike/Walk Trips Per Day	4,300	Assume 7 utilitarian, social/recreational, other bicycling and walking trips per 1 active commute/school trip, rounded down (NHTS, 2009)
Total Daily Bicycle and Walking Trips	9,848	Total active commuters x 2 (for round trips)
Reduced Vehicle Trips per Weekday	7,386	Assume 75% of trips would otherwise be taken by a motorized vehicle
Reduced Vehicle Miles per Weekday	7,386	Assumes each trip is approximately 1 mile

Potential Future Active Commuters	Value	Source
Number of Workers with Commutes 9 Minutes or Less	326	2009-2013 ACS
Number of Workers who Already Bicycle or Walk to Work	136	2009-2013 ACS
Number of Potential Bicycle Commuters (Non-Transit)	190	Calculated by subtracting number of workers who already bike or walk from the number of workers who have commutes 9 minutes or less
Future Number of New Active Commuters	29	Based on capture rate goal of 15% of potential bike and walk commuters
Total Future Daily Bicycle and Walk Commuters	165	Current daily bike and walk commuters plus future bicycle commuters
Future Total Daily Bicycle or Walking Trips	330	Total future daily bicycle and walk commuters x 2 (for round trips)
Future Reduced Vehicle Trips per Weekday	248	Assumes 79% motor vehicle trip replacement
Future Reduced Vehicle Miles per Weekday	248	Assumes each trip is approximately 1 mile

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Future Reduced Vehicle Miles traveled per Year	90,000	Assumes 365 days per year, rounded down

Future Air Quality Benefits	Value	*Source*
Reduced VOC (lbs/year)	200	EPA report 420-F-08-024 "Emission Facts: Average Annual Emissions and Fuel Consumption for Gasoline-Fueled Passenger Cars and Light Trucks." 2008.
Reduced Hydrocarbons (lbs/year)	200	
Reduced Carbon Monoxide (lbs/year)	1,800	
Reduced Nitrogen Oxide (lbs/year)	100	
Reduced Carbon Dioxide (lbs/year)	73,000	

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3.6 Collision History

In the five years between January 1, 2008 and December 31, 2012 (the five-year period with the most recently available data), Tiburon experienced a total of ten reported collisions that resulted in an injury to a bicyclist or a pedestrian. None of those collisions resulted in a fatality. Below is a detailed analysis of each type of collision.

3.6.1 Bicycle Collisions

Table 3-3 summarizes the number and type of reported bicycle-involved collisions from January 1, 2008 to December 31, 2012. Over that time period, the number of bicycle collisions remained relatively consistent, ranging between zero and one collision per year.

Table 3-3: Reported Bicycle-involved Collisions, 2008-2012

	2008	2009	2010	2011	2012	Total
Total Collisions	**10**	**14**	**14**	**11**	**7**	**56**
Total Collisions Involving a Bicyclist	**1**	**1**	**1**	**0**	**1**	**4**
Total Non-Fatal Injuries Involving a Bicyclist	**1**	**1**	**1**	**0**	**1**	**4**
Sever Injury/Fatal Collisions Involving a Bicyclist	**0**	**0**	**0**	**0**	**0**	**0**
Percent Bicyclists Injured per Total Collisions	**10.0%**	**7.1%**	**7.1%**	**0.0%**	**14.3%**	**7.1%**

Between 2008 and 2012, all reported bicycle-involved collisions occurred during daylight hours (9AM – 5PM). These are the times when the most car and bicycle traffic is on the streets.

Table 3-4: Reported Bicycle-involved Collisions – Time of Day Comparison

	2008	2009	2010	2011	2012	Total
Daylight (9AM – 5PM)	**1**	**1**	**1**	**0**	**1**	**4**
Dawn & Dusk (6-9AM & 5-8PM	**0**	**0**	**0**	**0**	**0**	**0**
Night Time (8PM – 6AM)	**0**	**0**	**0**	**0**	**0**	**0**
Total	**1**	**1**	**1**	**0**	**1**	**4**

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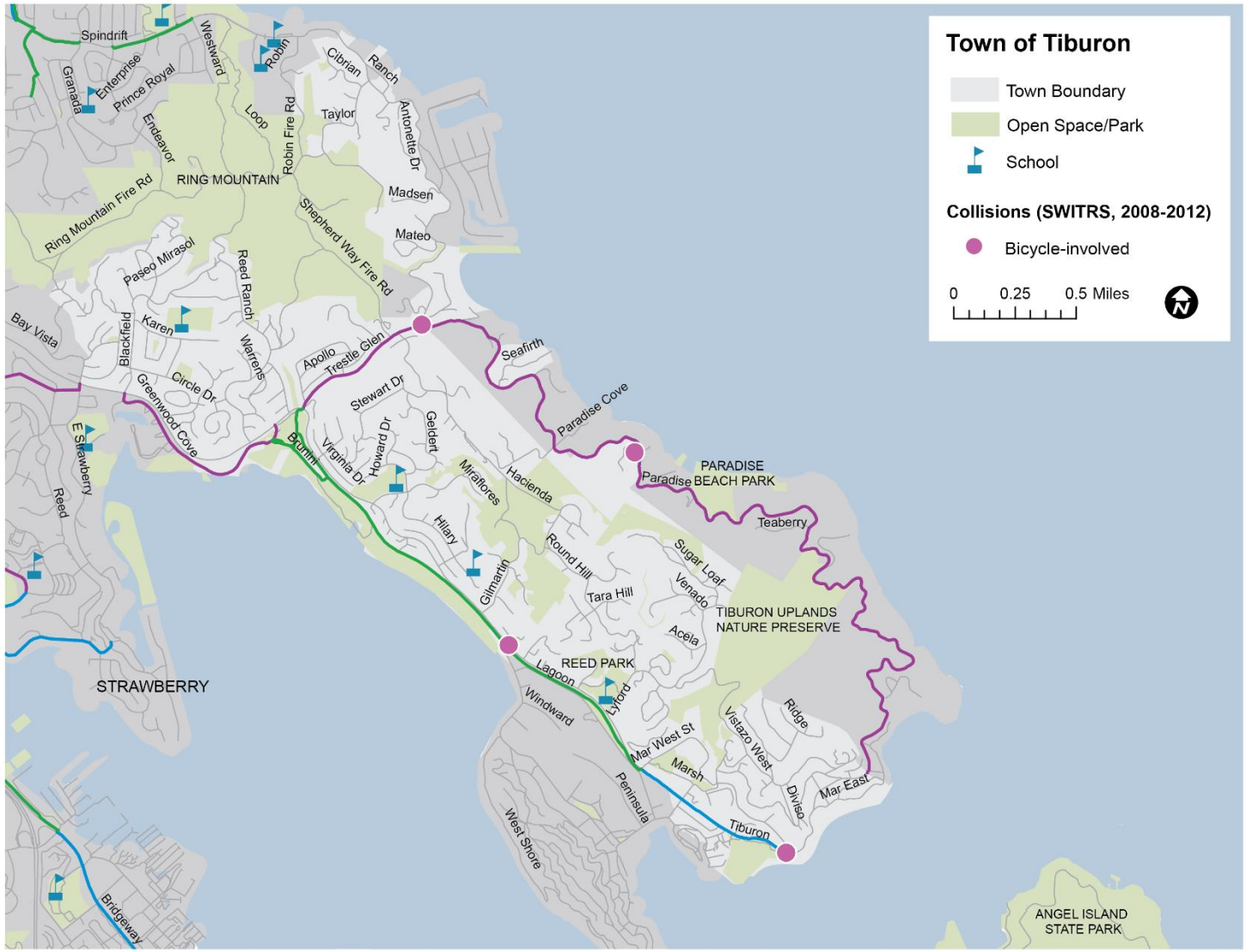
Figure 3-2: Reported Bicycle-involved Collisions, 2008-2012



3.6.2 Pedestrian Collisions

Table 3-5 identifies reported pedestrian collisions within Tiburon involving injury for the last five years of available data. From January 1, 2008 to December 31, 2012, there were six reported pedestrian-involved collisions. Of the six collisions, five resulted in minor injuries and one resulted in a severe injury. A map of the collisions is shown in **Figure 3-3**.

Table 3-5: Reported Pedestrian-involved Collisions, 2008-2012

	2008	2009	2010	2011	2012	Total
Total Collisions	**10**	**14**	**14**	**11**	**7**	**56**
Total Collisions Involving a Pedestrian	**0**	**4**	**2**	**0**	**0**	**6**
Total Non-Fatal Injuries Involving a Pedestrian	**0**	**3**	**2**	**0**	**0**	**5**
Severe Injury/Fatal Collisions Involving a Pedestrian	**0**	**1**	**0**	**0**	**0**	**1**
Percent Pedestrian Injured per Total Collisions	**0.0%**	**28.6%**	**14.3%**	**0.0%**	**0.0%**	**10.7%**

No pedestrian fatalities occurred in Tiburon over the five-year period. Similar to bicycle-involved collisions, all pedestrian-involved collisions took place during daylight hours (9 AM to 5 PM).

Table 3-6: Reported Pedestrian-involved Collisions – Time of Day Comparison

	2008	2009	2010	2011	2012	Total
Daylight (9AM – 5PM)	**0**	**4**	**2**	**0**	**0**	**6**
Dawn & Dusk (6-9AM & 5-8PM	**0**	**0**	**0**	**0**	**0**	**0**
Night Time (8PM – 6AM)	**0**	**0**	**0**	**0**	**0**	**0**
Total	**0**	**4**	**2**	**0**	**0**	**6**

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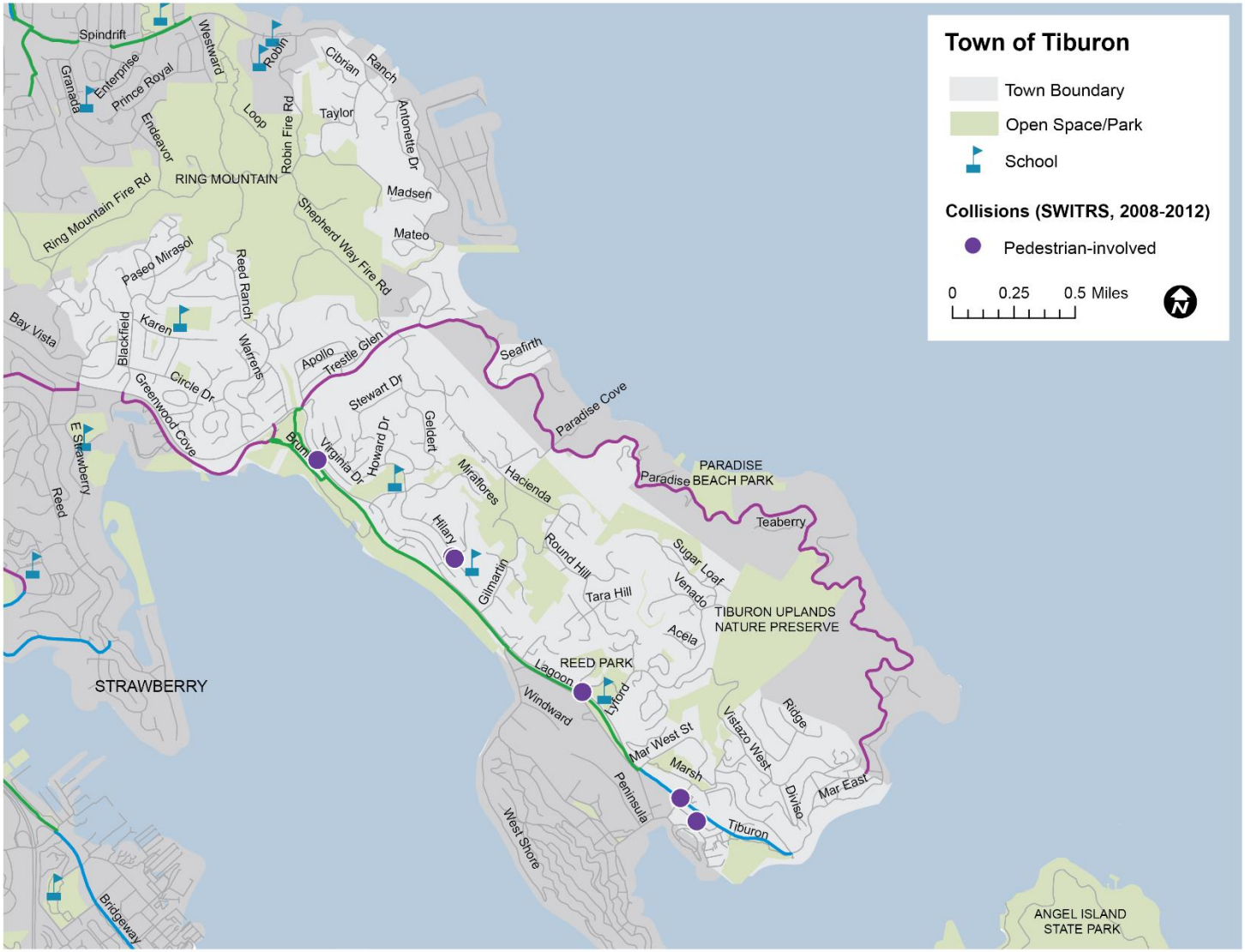
Figure 3-3: Reported Pedestrian-involved Collisions, 2008-2012



4 Proposed Improvements

This section provides information about the proposed improvements for bicycling and walking in the Town of Tiburon including both physical improvements (multi-use paths, bicycle lanes, bicycle routes, bicycle parking, sidewalks, and crossing improvements) and education, enforcement, and encouragement programs (e.g. Safe Routes to Schools).

As shown in the preceding Existing Conditions chapter, Tiburon's current walkway and bikeway system provides opportunities for non-motorized travel through a network of sidewalks, Class I pathways, Class II bicycle lanes, and Class III bicycle routes. However, gaps remain in the bicycle and pedestrian network which are critical to providing good connectivity for people bicycling and walking both within the Town of Tiburon and attempting to travel to neighboring communities. The connections from residential areas to schools and from the town to Strawberry, Mill Valley, and Corte Madera still present significant obstacles to bicyclists, although the issue areas largely fall outside of Tiburon. Improvements in pedestrian circulation are also needed to increase access from neighborhood areas to downtown and schools, as well as to encourage safe walking throughout the town.

4.1 Proposed Bicycle Facility Improvements

The vision for bicycling includes completing and improving existing bicycle paths, lanes and routes, including signing and stenciling, and implementing programs. For walking the vision is to maintain and improve existing walkways and crosswalks, and improve access from the neighborhood areas to the Old Rail Trail, downtown, and schools through a series of stairway and mid-block crossing improvements.

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Figure 4-1: Proposed Bicycle Projects

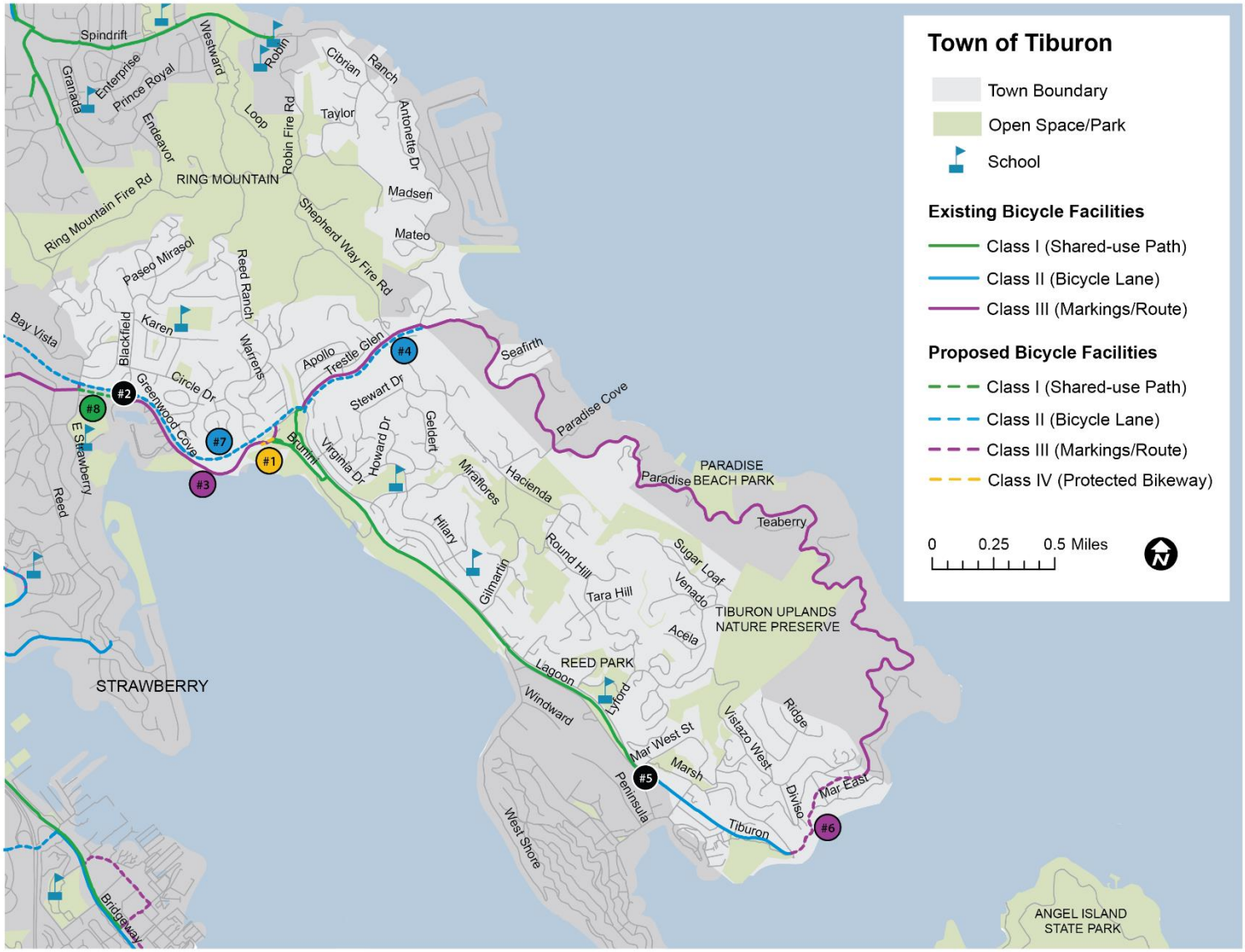

Table 4-1: Proposed Bicycle Projects and Actions

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Project #1: Blackie's Pasture Connection	Blackie's Grove	Blackie's Pasture	Class IV (parking and buffer protected bikeway) and pedestrian path	0.03	$50,000 (Town of Tiburon Bay Trail Gap Study, 2012)	Improved pedestrian and bicycle path along access road south of the Blackie's Pasture parking lot; pave gravel shoulder that serves as on-street parking and provide a 4-foot wide striped buffer between the 10-foot wide multi-use path and the parking aisle. Move the existing fence approximately 4 feet to the south. (Town of Tiburon Bay Trail Gap Study, 2012) Add signage to advise bicyclists they are entering a neighborhood 'slow zone.'
Project #2: Tiburon Boulevard at Blackfield Drive/Greenwood Cove Drive	N/A	N/A	Intersection enhancements	N/A	$116,000	Bicycle and pedestrian intersection enhancements currently under study. Includes addition of a high-visibility crosswalk, pedestrian-activated Leading Pedestrian Interval, buffered bicycle lanes, dashed green bicycle lanes to indicate a mixing zone, and "bike box". (Safe Pathways to School)
Project #3: Greenwood Beach Road	Town/County Boundary (approximately 150 feet south of Barbaree Way	Blackie's Grove	Class III (bicycle route)	0.43	$35,000	Class III bike route signs should be changed to advise bicyclists of a neighborhood 'slow zone'; signs should direct faster bicyclists to use Tiburon Blvd.; and explore the use of different pavement textures to help slow bicycle traffic on Greenwood Beach Road or alert bicyclist to slow zone signs.
Project #4: Trestle Glen Boulevard	Tiburon Boulevard	Paradise Drive	Class II (bicycle lane)/Class III (bicycle route)	0.61	$2 million+	Class II bike lanes on both sides *or* a combination Class II/III with bike lanes on uphill direction.

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Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Project #5: Tiburon Boulevard	Mar West Street	Lagoon Road/Cove Road	To Be Determined	0.01	$100,000	Improve transition from Class I facility on Tiburon Boulevard west of Mar West Street to Class II facility east of Mar West Street. Coordinate with planned signal or roundabout at this location.
Project #6: Paradise Drive	Mar West Street	East Town Limit near Agreste Way	Class III (bicycle route)	0.54	$10,000	Stencil or sign Class III bicycle routes
Project #7: Tiburon Boulevard	Town limits	Trestle Glen Boulevard	Class II (bike lanes)	1.0	$237,000	Subject to Caltrans and County approval; convert existing striped shoulder to Class II bike lanes
Total Proposed Class I Bikeways				0.0	$0	
Total Proposed Class II Bikeways				1.61	$2,237,000+	
Total Proposed Class III Bikeways				0.97	$45,000	
Total Proposed Class IV Bikeways				0.03	$50,000	
Total Other Proposed Bicycle Facilities				0.01	$216,000	
Total Proposed Bikeways				**2.62**	**$2,548,000+**	

* Planning level cost estimates are based on latest available actual implementation unit costs in the Bay Area, and include all design, environmental, and other costs. Many projects are undefined at this level, and the final type and scope of the project is yet to be determined. The estimates do not include any major right-of-way, environmental, or engineering costs that may be discovered in the feasibility design process. Costs from available feasibility studies are used where available.

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Table 4-2: Proposed Projects and Actions Outside of Town Boundaries

Name	Begin	End	Facility Type	Length	Estimated Cost*	Description
Project #8: Tiburon Boulevard	East Strawberry Drive	Greenwood Cove Drive	Class I (Multi-use Path)	0.19	$2,550,000	Advocate for and support County implementation of a Class I multi-use path along the south side of Tiburon Boulevard; maintain Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench); single span bridge over slough. (Town of Tiburon Bay Trail Gap Study, 2012)

* Planning level cost estimates are based on latest available actual implementation unit costs in the Bay Area, and include all design, environmental, and other costs. Many projects are undefined at this level, and the final type and scope of the project is yet to be determined. The estimates do not include any major right-of-way, environmental, or engineering costs that may be discovered in the feasibility design process. Costs from available feasibility studies are used where available.

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4.1.1 Proposed Class I – Multi-Use Pathway

The following potential improvements are presented for future study and action by the Town:

- Advocate for the County of Marin to study a potential Class I multi-use path on Tiburon Boulevard from East Strawberry Drive to Greenwood Cove Drive.

4.1.2 Proposed Class II – Striped Bicycle Lanes

Proposed bicycle lanes in Tiburon are intended primarily to complete bikeways gaps on the Tiburon Peninsula as well as connecting to neighboring communities.

- Convert the existing shoulder on Tiburon Boulevard from the western Town limit to Trestle Glen Boulevard to a striped Class II bicycle lane. The project is subject to Caltrans and County approval.
- Stripe Class II bicycle lanes in both directions on Trestle Glen Boulevard between Tiburon Boulevard and Paradise or stripe Class II bicycle lanes along the uphill segment of Trestle Glen Boulevard from Tiburon Boulevard to Paradise Drive and a Class III bicycle route along the downhill segment. This would connect Tiburon Boulevard and the Old Rail Trail to existing and proposed residential areas along Trestle Glen Boulevard and Paradise Drive and would provide better access to Corte Madera. The Town completed a feasibility study of this project in 2003, which identified significant obstacles to implementation of Class II bicycle lanes in both the uphill and downhill directions.

4.1.3 Proposed Class III – Signed Bicycle Routes

Proposed bicycle routes in Tiburon are intended to improve connections to neighboring communities where Class I and Class II bicycle facilities may not be feasible, to provide wayfinding, and to improve safety on recreational routes. The minimum treatment for these routes would be standard Bicycle Route signage. Areas with on-street parking should be considered for Shared Roadway Bicycle Markings ("Sharrows"). Additional safety signage such as Share the Road signs or other Manual on Uniform Traffic Control Devices (MUTCD) safety signage is recommended for all segments. In addition, narrow curvy roadways should be considered for shoulder widening or addition of pullouts and passing areas along with Share the Road signage.

- Stencil "sharrows" and/or install bicycle route signage along Paradise Drive from Mar West Street to the east Town Limit near Agreste Way.

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4.1.4 Bicycle Parking and End-of-Trip Facilities

Bicycle parking includes standard bike racks, weather-protected bicycle parking, enclosed lockers, and secure "corrals." Due to lack of sidewalk space for bicycle rack placement, the POST Commission recommended a trial installation of "on-street" bicycle parking areas which would take the place of unused red curb zone areas in the downtown area. Other end-of-trip facilities include showers and changing facilities.

4.1.5 Share the Road Signs

Yellow "Share the Road" bicycle warning signs have been installed by the County of Marin at several locations near the town, and additional signs are being installed in early 2016. These signs are intended to increase motorist and bicyclist awareness of the need to share narrow roadways with limited sightlines or other potential safety issues. The Share the Road signs are intended to complement the County Bicycle Route Guide Sign System.

4.1.6 County Bicycle Route Signs

The County of Marin has undertaken a bicycle route guide signage project that marks countywide bicycle routes and have installed new bicycle route signs along roadways within Town boundaries.

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4.2 Proposed Pedestrian Facility Improvements

This section discusses capital project recommendations for Tiburon's pedestrian network. These infrastructure improvements are intended to enhance pedestrian access and circulation, as well as help pedestrians feel more comfortable when walking in Tiburon.

A number of recommendations are made for infrastructure projects that should be implemented on a town-wide basis. These projects were divided into several categories of improvements: walkway gaps, curb ramps, signalized intersections, signal timing, and unsignalized intersections. Following the town-wide project recommendations, a number of example project recommendations are identified. These projects seek to improve specific intersections, corridors, or other locations that were identified through the existing conditions and public input process as needed improvement areas.

4.2.1 Infill of Walkway Gaps

Walkway gaps are areas in Tiburon where there is no walkway, or the walkway ends abruptly, resulting in a discontinuous network. Areas without walkways may force pedestrians to walk along the edge of the roadway, or may cause pedestrians to cross at undesignated crossing locations. Where feasible, providing a continuous pedestrian sidewalk along at least one or both sides of all of Tiburon's roadways is recommended. However, this practice is probably not feasible for many of the residential areas in town, outside the downtown, and commercial areas along Tiburon Boulevard.

A complete town-wide inventory of walkway gaps was not within the scope of this plan update. The Town should consider conducting a comprehensive sidewalk and pathway inventory in order to develop a detailed digital inventory of sidewalk gaps and develop a process for prioritizing and filling these gaps. In addition, the town should continue working to establish walkways as part of the proposed Steps, Lanes, and Paths routes identified by the Town.

4.2.2 Reduction of Curb Radii

Historically, roadway design standards called for wide curb radii at intersections to promote intersection capacity for motor vehicles. As a result, many of Tiburon's intersections have corners that force pedestrians to walk further to cross the street than at intersections with small or medium turning radii. This design also allows vehicles to make right-turns at relatively high speeds compared to smaller intersections**.** As a Town-wide policy, Tiburon should consider reducing corner curb radii when re-paving streets and installing curb ramps.

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4.2.3 Curb Ramp Improvements

4.2.3.1 Curb Ramps

The Town adopted an ADA Transition Plan, and completed all the identified curb ramp projects in this self-assessment. Remaining curb ramps are located on Caltrans jurisdiction.

Tiburon should continue to install curb ramps as a part of repaving or other capital construction, as needed, if none currently exist. This would occur primarily in the downtown and commercial areas of the town, and potentially around schools and other key pedestrian destinations. The Town should work with Caltrans to install curb ramps at locations within the town which are in Caltrans jurisdiction.

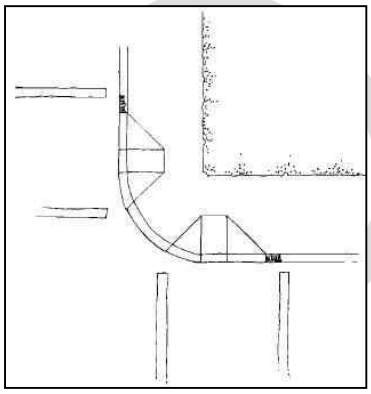
A curb ramp with truncated domes

4.2.3.2 Truncated Domes

Truncated domes provide a cue to visually-impaired pedestrians that they are entering a street or intersection. Since 2002, ADA Guidelines have called for truncated domes on curb ramps.

Although it is not required for Tiburon to install truncated domes at existing curb ramps that were built prior to 2002, the Town should continue installing these devices at high-priority pedestrian locations and when re-paving and upgrading existing curb ramps to meet ADA guidelines. Truncated domes are relatively inexpensive to install.

Tiburon should continue to install truncated domes in high pedestrian use areas around the downtown and along streets that provide access to the commercial and school areas. Tiburon should also install truncated domes when re-paving streets and improving existing curb ramps and elsewhere to be in compliance with ADA requirements. In locations where Caltrans owns the right-of-way, Tiburon should encourage Caltrans to install truncated domes.



4.2.3.3 Perpendicular Curb Ramps

Perpendicular curb ramps are designed such that two ramps are included at intersection corners. Perpendicular ramps allow pedestrians and people in wheelchairs to access the sidewalk perpendicular to stopped traffic, and to enter into the crosswalk directly in their line of travel. Perpendicular ramps are not required by ADA or any other standard. However, perpendicular ramps are the preferred curb ramp style from a pedestrian standpoint since they provide the most direct access into the crosswalk. Perpendicular ramps do require more space to install than a single diagonal ramp, are more costly, and sometimes cannot be accommodated due to utilities or other obstructions at the corner. However, especially at major intersections in high pedestrian zones, it is recommended that they be installed where feasible.

Tiburon should continue to install perpendicular curb ramps in high pedestrian use areas and on adjacent streets or encourage Caltrans to install perpendicular curb ramps throughout the town as needed.

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4.2.4 Rectangular Rapid Flashing Beacons

These push-button activated devices are designed to improve pedestrian safety by increasing motorist and bicyclist awareness of pedestrians at mid-block crosswalk locations. When pedestrians push the button, lights attached to signage illuminate in a flashing pattern. Tiburon should consider working with Caltrans to install rectangular rapid flashing beacons at mid-block crosswalk locations such as those along Tiburon Boulevard while also taking into account the frequency of beacons along a given corridor.

4.2.5 Curb Extensions

Curb extensions, also called "bulb-outs" to describe their shape, are engineering improvements intended to reduce pedestrian crossing distance and increase visibility. In addition to shortening the crosswalk distance, curb extensions serve to increase pedestrian visibility by allowing pedestrians to safely step out to the edge of the parking lane where they can see into the street, also making them more visible to oncoming drivers. Curb extensions can also improve safety by visually narrowing the roadway, cueing drivers to reduce their speed. Despite their advantages, curb extensions can require major re-engineering of the street, can be costly, and are not appropriate for all situations.

Tiburon should study the feasibility of coordinating with Caltrans to install curb extensions at crosswalk locations in high pedestrian use areas where appropriate.

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4.2.6 Example Priority Pedestrian Projects

The following list of pedestrian projects was developed based on past public input and the input from Staff and the POST Commission. A number of these projects are already developed and funded.

Table 4-3: Proposed Pedestrian Projects and Actions

Recommended Project	Location	Description	Estimated Cost*
Project #9: Unprotected/Mid-Block Crossing Upgrade	Tiburon Boulevard (161 feet west of Juanita Lane)	Add advanced yield lines. (Downtown Circulation and Parking Analysis – Final Report, Town of Tiburon, 2012)	$2,000
Project #10: Steps, Lanes, and Paths Top Priority Project #1	Moitoza Lane (Portion between Vistazo West Street and Esperanza Street)	There is an approximately 500 foot long stretch of public recreational trail, varying in width between four and ten feer, that is unimproved within this segment that would connect two public streets. The dirt path is narrow and uneven in places and not friendly for most users. The Town has a recent detailed topographic survey of the entire segment. Installation of a paved, safe walking path made of decomposed granite along this 500-foot stretch would complete the connection. Signage would be installed at the entrances to signify access. (Tiburon Bicycle and Pedestrian Master Plan, 2008 Update)	$100,000
Project #11: Tiburon Ridge Trail	Vicinity of Rabin Property – Town Trail	Close trail gaps such as Hacienda Gap with trail enhancements to be determined	$125,000
Project #12: Las Lomas Trail	Las Lomas Lane at Centro West Street	Weather harden existing trail	$40,000
Total			**$269,000**

* Planning level cost estimates are based on latest available actual implementation unit costs in the Bay Area, and include all design, environmental, and other costs. Many projects are undefined at this level, and the final type and scope of the project is yet to be determined. The estimates do not include any major right-of-way, environmental, or engineering costs that may be discovered in the feasibility design process. Costs from available feasibility studies are used where available.

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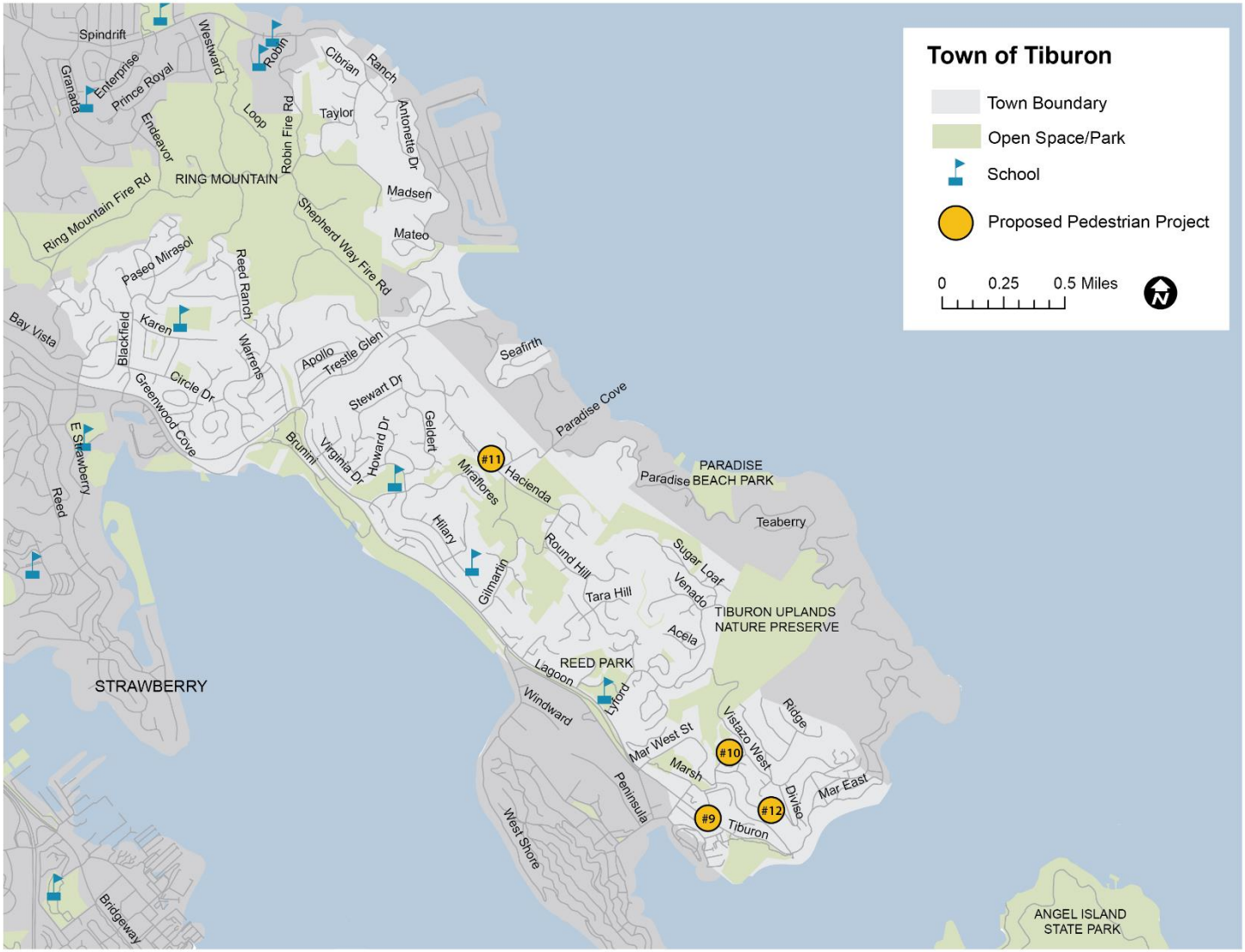
Figure 4-2: Proposed Pedestrian Projects and Actions



4.3 Recommended Policies and Programs

Supporting policies and programs are an important component of a bicycle and pedestrian transportation system. Bikeway and walkway facilities alone are not sufficient to increase bicycling and walking. Programs such as bikeway and sidewalk management and maintenance, and promotional and educational programs contribute to improved convenience and safety for pedestrians and bicyclists, and help create the cultural shift that is necessary to increase walking and bicycling as a mode of transportation. The following section includes both general and specific recommendations for programs.

4.3.1 Development and Redevelopment

One of the critical challenges of providing pedestrian and bikeway improvements is funding their construction. Private projects such as new or redevelopment and public projects such as planning Capital Improvements Projects (CIP) provide excellent opportunities for cost-effective implementation of bikeways and improved pedestrian circulation.

Tiburon should continue to require bikeway and pedestrian improvements as a condition of private redevelopment or new construction. Tiburon Bicycle and Pedestrian Master Plan and be reviewed by staff with the involvement of the POST Commission.

4.3.2 Maintenance

Maintenance is often identified as one of the chief obstacles in the implementation of local bike and pedestrian plans in Marin County. Tiburon's bikeways and walkways should be well-maintained. Some tasks, such as repairing damaged and potholed roadway surfaces, clearing plant overgrowth, and regular sweeping are associated with routine roadway maintenance. Additional care and attention should be taken to ensure bikeways and walkways are included in maintenance, such as repainting faded street lines and markings, and repositioning these lines and markings where needed. For example, street sweeping activities should include the bike lane and not transfer debris out of the roadway and into the bicycle lane or shoulder area. Other maintenance activities are bikeway specific and could include restriping lanes, repainting stencils, and replacing signs. Clearing storm debris, repairing cracks in the sidewalk and fixing trip-and-fall hazards are all typical routine sidewalk maintenance to ensure continued ADA accessibility. Roadway and other capital improvement construction projects present unique challenges for maintaining bikeways and pedestrian facilities.

4.3.2.1 "Spot improvement" Maintenance

The Town should ensure that a mechanism exists to alleviate potential hazards for bicyclists and pedestrians at specific locations. Training should be provided if necessary to ensure that public works maintenance employees recognize recurring bicycle and pedestrian issues such as:

- Improperly designed or placed drainage grates
- Cracks or seams in the pavement or sidewalk
- Overhanging tree limbs or encroaching vegetation located along bikeways and walkways
- Areas where debris accumulates in bike lanes and on sidewalks and pathways

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4.3.2.2 Integrate Maintenance into DPW Process

All printed and online bicycle education materials and maps should include the Department of Public Works maintenance request website and phone number.

4.3.3 Multi-Modal Connections

The Town of Tiburon should work with bus and ferry operators to continue to expand bicycle access to transit. Bicycle travel to transit stops and stations should be enhanced in order to make the transfer between bicycle and transit travel as convenient as possible. Key components to enhancing transit-bike connections include: providing bicycle parking at transit stops, including bike racks at key bus stops, transfer points, and the Ferry Terminal, and providing educational materials regarding transit and bikes-on-transit, including maps to and from stations and stops. Improvements to bicycle rack capacity on buses will benefit Tiburon bicyclists who take buses to the wide variety of destinations.

4.3.4 Traffic Calming

Traffic calming programs are beneficial for all roadway users, especially if programs succeed in reducing the speed differential between automobile and bicyclist travel speeds. However, if not appropriately designed, some physical traffic calming devices can present hazards for bicyclists. For example, bulb-outs or traffic islands can narrow the space between bicycles and cars and, depending the context, may compromise a bicyclist's safety if not properly designed.

All physical traffic calming solutions should take into account bicyclists' needs; incorporate design features and signage that ensure that bicyclists and motorists have enough room to share the lane; and clearly establish right-of-way priorities. In cases where bicyclists' operating space is reduced, action should be taken to clearly indicate bicyclists' recommended roadway positioning using stencils and/or signage as well as other means to increase visibility of bicyclists to motorists.

4.3.5 Education and Enforcement Programs

Most education and enforcement programs and activities will likely be cooperative efforts between the Town of Tiburon, the Tiburon Police Department, the POST Commission, the Marin County Sheriff's office, the County of Marin, the Transportation Authority of Marin, and local bicycle groups such as the Marin County Bicycle Coalition.

4.3.5.1 Continue and Expand Existing Education and Enforcement Programs

Existing school education programs should be continued. With the passage of Measure A funding for Safe Routes to Schools, the program will continue to be available to Tiburon schools and can be expanded to include non-participating schools. Measure A funding also provides Safe Pathways funding, which provides an incentive for Safe Routes programs to develop infrastructure improvement concepts.

As funding permits, the Town should consider working with law enforcement and the Marin County Bicycle Coalition to publicize MCBC's adult bicycle education and safety programs, including Share the Road, Share the Path, and Street Skills classes. The Marin County Bicycle Coalition offers Street Skills classes which can be taken as a form of "bicycle traffic school" in lieu of fines when a bicyclist receives a citation for violating traffic laws. The Town should consider working with MCBC to promote these free adult "cycling skills" classes to prevent future traffic violations and unsafe behavior. In addition, the Town

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should consider sponsoring MCBC Share the Road safety presentations to community groups. A regular Share the Path outreach effort could be developed in partnership with the POST Commission, the Tiburon Police Department, other law enforcements and MCBC, as appropriate.

In terms of other law enforcement activities, the Tiburon Police Department should consider continuing its enforcement efforts of bicycling traffic violations and officers should consider providing literature regarding bicycles and the California Vehicle Code with every citation of a bicyclist. The Tiburon Police Department, in coordination with the Safe Routes to Schools program, should consider continue traffic safety rodeos at local schools in which students are taught in a classroom setting and then led through "on-the-bike" learning exercises, in addition to other educational and encouragement programs that the Tiburon Police Department see fit.

4.3.6 Encouragement Programs

Encouragement programs are vital to the success of the Tiburon Bicycle and Pedestrian Master Plan. Encouragement programs work to get more people out of their cars and onto bicycles or walking, which will help to reduce traffic congestion and air pollution, as well as improve the quality of life in Tiburon. In addition to government efforts, involvement by the private sector in raising awareness of the benefits of bicycling and walking is important and can range from small incremental activities by local citizens, to larger coordinated efforts by established non-profit groups. Specific programs are described below.

4.3.6.1 Bike Fairs and Events

Hosting bike fairs and events in Tiburon can raise the profile of bicycling in the area and provide entertainment for all ages at the same time. Bike fairs and events, similar to bike-to-work day events and bike rodeos currently hosted in the Town, provide an opportunity to educate and encourage current and potential bicyclists. Examples include "Shop by Bike" days, when bicyclists get vouchers or coupons for use in stores, or "bicycle to the movies" days, when bicyclists receive free popcorn or a discount on a movie or refreshments.

4.3.6.2 Walking Tours and Events

Walking tours and events are an excellent way to publicize walking for recreation and transportation. Tours can showcase the Town's history and geography and take advantage of the many scenic walks in the area as well as raising awareness of the need for pedestrian improvements.

4.3.6.3 Tiburon Bicycle Route Map and Kiosks

Providing a bicycle route map is the primary tool for showing bicyclists all the designated bikeways in Tiburon and will help coordinate the Town's efforts with the County's signage project. A Bicycle Route Map of Tiburon should clearly show the type of facility (path, lane, or route) as well as include basic safety information, significant destinations, bicycle parking facilities, public bathrooms, water fountains, transit stops, and bicycle facilities in the neighboring communities. The map should clearly communicate traffic laws relevant to bicycles and the fact that Tiburon takes enforcement of those laws seriously. Posting points for the map include: Town Hall, the library, local schools, and the Ferry Terminal. Such a map could be displayed at bike shops and kiosks.

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4.3.6.4 Bike-to-Work and Bike-to-School/Walk-to-Work and Walk-to-School Days

The Town of Tiburon should consider participating in the annual Bike-to-Work day in May, in conjunction with the California and Marin County bike-to-work week activities. Town staff could help staff "energizer" stations along the typical commuter routes. The Town should also consider encouraging participation by local schools in Walk and Bike to School Day.

4.3.7 Safe Routes to Schools

Identifying and improving routes for children to walk or bicycle to school is an effective means of reducing morning traffic congestion and addressing potential safety concerns around schools. Most effective school commute programs are joint efforts of the school district and Town or County, with parent organizations adding an important element. The traffic calming, route maps and infrastructure improvements that result from an extensive Safe Routes to School plan benefit not only students walking and biking to school, but also other bicyclists and pedestrians that are using routes near schools.

The Town of Tiburon should continue its support of the Safe Routes to Schools program within the Reed Union School District. Safe Routes infrastructure improvements at local schools should be coordinated with town-wide bicycle infrastructure improvements to create a seamless network by which school-aged children can travel by bicycle and on foot.

The following five recommendations are incorporated from the Marin County Safe Routes to Schools (SR2S) Program Evaluation (2011):

- Explore options for law enforcement to develop a rotational schedule to monitor all schools, as well as other ways in which law enforcement can contribute to SR2S.
- Explore the development of Neighborhood Guides which would include route maps for bicycling and walking.
- Use social media to market the SR2S program
- Encourage students to participate in regional SR2S data clearinghouse
- Continue to conduct regular evaluations of the Marin County SR2S program

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5 Plan Implementation

This chapter identifies steps towards implementation of the proposed facilities and programs of this plan, the estimated costs for the proposed improvements and maintenance, and strategies on funding and financing.

5.1 Implementation Process

The steps between the network improvements and concepts identified in this Plan and the final completion of the improvements will vary from project to project, but typically include:

1. Adoption of the 2016 Tiburon Bicycle and Pedestrian Master Plan Update by the Tiburon Town Council.
2. Preparation of a Feasibility Study involving a conceptual design (with consideration of possible alternatives and environmental issues) and cost estimate for individual projects as needed.
3. Secure, as necessary, outside funding and any applicable environmental approvals.
4. Approval of a project by the Town Council, including the commitment by the latter to provide for any unfunded portions of project costs.
5. Completion of final plans, specifications and estimates, advertising for bids, receipt of bids and award of contract(s).
6. Construction of project.

5.2 Infrastructure Project Prioritization

Once a bikeway and pedestrian system has been identified, the next challenge is to prioritize the projects that will offer the greatest benefit to users once implemented. Tiburon projects should be prioritized according to what will bring the greatest benefit to local residents as well as serving the needs of visitors to the town such as the large numbers of bicyclists who visit to bicycle for recreational purposes along the "Paradise Loop" - Tiburon Boulevard and Paradise Drive. The project prioritization in the following section was developed through a qualitative analysis based on stated priorities of the POST Commission and Town staff, priorities communicated by the public in public meetings and workshops, priorities from the 2008 *Tiburon Bicycle and Pedestrian Master Plan* and the criteria detailed below.

- Continuity – Does the project provide new or significantly improved connectivity on established corridors or between major activity areas that does not currently exist or is not currently usable by the general public?

- Gap Closure – Does the project provide a new connection between major activity centers or on a major corridor that currently either does not exist or has convenience/safety issues?

- Demand Patterns – Does the project serve a significant existing or potential demand, as evidenced by (a) counts or observed activity, (b) comments from the public, (c) connectivity and proximity to major generators, and/or (d) projections from an acceptable demand model?

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- Safety – Does the project address a significant safety concern in a community as evidenced by collision data, field observations, and/or public perception and comments?
- Project Readiness – Are the key feasibility issues of the project (right-of-way, environmental impacts, engineering issues, cost issues, neighborhood support) understood and not expected to negatively affect or delay the project? Has any formal feasibility study, engineering or design been conducted?
- Multi-Modal Integration – Does the project provide enhanced connectivity to existing transit services?
- Cost/Benefit Analysis – Will the project provide the greatest benefit to bicyclists for the amount invested to build it?

It is important to remember that the lists of bikeway and pedestrian projects and programs are flexible concepts that serve as guidelines to those responsible for implementation. The project priorities, and perhaps even the overall system and segments themselves, may change over time as a result of changing bicycling and walking patterns and implementation constraints and opportunities. Project prioritization is not meant as an absolute value, rather as an indication of projects' relative importance only. These priorities should be considered a "living document". The POST Commission and Town staff should review the project priorities on an annual basis to ensure that it reflects the most current priorities, needs, and opportunities for implementing the bikeway and pedestrian network in a logical and efficient manner, and that in particular the list takes advantage of all available funding opportunities and grant cycles. As projects are implemented and taken off the list, new projects should be moved up in status.

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5.3 Bicycle Project Prioritization (Highest Priority to Lowest Priority):

- Project #3 – Greenwood Beach Road from Town/County Boundary (approximately 150 feet south of Barbaree Way) to Blackie's Grove
- Project #7 – Tiburon Boulevard from Town limits to Trestle Glen Boulevard
- Project #1 – Blackie's Pasture Connection from Blackie's Grove to Blackie's Pasture
- Project #2 – Tiburon Boulevard at Blackfield Drive/Greenwood Cove Drive
- Project #5 –Tiburon Boulevard from Mar West Street to Lagoon Road/Cove Road
- Project #6 –Paradise Drive from Mar West Street to East Town Limit
- Project #4 – Trestle Glen Boulevard from Tiburon Boulevard to Paradise Drive

5.4 Pedestrian Project Prioritization (Highest Priority to Lowest Priority):

- Project #9 – Unprotected/Mid-Block Crossing Upgrade at Tiburon Boulevard (161 feet west of Juanita Lane)
- Project #11 – Tiburon Ridge Trail at Rabin Property - Town Trail
- Project #10 – Steps, Lanes, and Paths Top Priority Project #1 at Moitoza Lane (Portion between Vistazo West Street and Esperanza Street)
- Project #12 – Las Lomas Trail from Las Lomas Lane to Centro West Street

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5.5 Maintenance

Additional maintenance costs for the bikeway and pedestrian network will involve surface maintenance of new paved Class I pathway and walkway facilities. In addition, bicycle lanes and crosswalks will require periodic restriping. Improvements such as in-pavement or overhead pedestrian flashers may have additional unique maintenance needs. As part of routine maintenance, extra emphasis should be put on keeping the bike lanes, bike paths, roadway shoulders, sidewalks, and walkways clear of debris and vegetation overgrowth.

5.6 Marketing the Bicycle and Pedestrian Master Plan

The success of the Tiburon Bicycle and Pedestrian Master Plan depends largely on the community's acceptance and promotion of the Plan's contents. Town departments and commissions should incorporate the policies, objectives and spirit of the Bicycle and Pedestrian Master Plan into their respective projects and responsibilities. The following steps will help ensure the plan becomes a living document, helping shape Tiburon's future.

- Distribute copies of the Plan to members of the POST Commission, Planning Commission, Design Review Board, and other commissions as appropriate.
- Distribute copies of the Plan to Town of Tiburon's Planning, Police, and Public Works Departments.
- Provide copies of the Town of Tiburon bicycle facilities map to local schools, bicycle and recreational groups, transit agencies, bicycle shops, and major employers.
- Post the plan on the Town's website.
- Publish a press release about the creation of the plan.
- Provide a copy of Tiburon Bicycle and Pedestrian Master Plan to the public library.

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Appendix A: Funding Opportunities

This chapter provides information on potential funding sources for bicycle and pedestrian improvements. Federal, state, and local government agencies invest billions of dollars every year in the nation's transportation system. Only a fraction of that funding is used in development projects, policy development and planning to improve conditions for pedestrians and bicyclists. Even though appropriate funds are limited and involve a competitive process, they are available. The most commonly accessed funds for bicycle and pedestrian projects in Marin County include MTC's One Bay Area Grant Program, Caltrans' Active Transportation Program, and Bay Area Air Quality Management District's (BAAQMD) Transportation Fund for Clean Air (TFCA). Descriptions of these programs, as well as additional funding sources that communities can monitor and may provide future opportunities, are provided below.

5.7 Federal Sources

Transportation Investments Generating Economic Recovery

The Transportation Investment Generating Economic Recovery (TIGER Discretionary Grant Program) provides a unique opportunity for the U.S. Department of Transportation to invest in road, rail, transit and port projects that promise to achieve critical national objectives. The U.S. Congress has dedicated more than $4.1 billion to the program since inception: $1.5 billion for TIGER I, $600.0 million for TIGER II, $526.9 million for FY2011, $500.0 million for FY2012, $473.8 million for FY2013, and $600.0 million for the FY2014 round to fund projects that have a significant impact on the nation, a region or a metropolitan area. The TIGER Discretionary Grant Program's highly competitive process, galvanized by tremendous applicant interest, has allowed USDOT to fund 271 innovative capital projects throughout the nation. Each project is multi-modal, multi-jurisdictional or otherwise challenging to fund through existing programs. The TIGER Discretionary Grant Program enables USDOT to use a rigorous process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make investments in the nation's infrastructure that make communities more livable and sustainable. Many awards have been made to construct bicycle and pedestrian infrastructure, including projects in Atlanta, GA, Birmingham, AL, Fresno, Indianapolis, IN, and Philadelphia, PA.

Partnership for Sustainable Communities

Founded in 2009, the Partnership for Sustainable Communities is a joint project of the Environmental Protection Agency (EPA), the U.S. Department of Housing and Urban Development (HUD), and the U.S. Department of Transportation (USDOT). The partnership aims to "improve access to affordable housing, provide more transportation options, and lower transportation costs while protecting the environment in communities nationwide." The Partnership is based on five Livability Principles, one of which explicitly addresses the need for bicycle and pedestrian infrastructure - "Provide more transportation choices: Develop safe, reliable, and economical transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health." The Partnership is not a formal agency with a regular annual grant program. Nevertheless, it is an important effort that has already led to some new grant opportunities

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(including the TIGER grants). MCOG and Caltrans should track Partnership communications and be prepared to respond proactively to announcements of new grant programs.

More information: http://www.epa.gov/smartgrowth/partnership/

Rivers, Trails, and Conservation Assistance Program

The Rivers, Trails and Conservation Assistance Program (RTCA) is the community assistance arm of the National Park Service. RTCA provides technical assistance to communities in order to preserve open space and develop trails. The assistance that RTCA provides is not for infrastructure, but rather building plans, engaging public participation, and identifying other sources of funding for conversation and outdoor recreation projects.

More information: http://www.nps.gov/pwro/rtca/who-we-are.htm

Community Development Block Grants

The Community Development Block Grants (CDBG) program provides money for streetscape revitalization, which may be largely comprised of pedestrian improvements. Federal CDBG grantees may "use Community Development Block Grant funds for activities that include (but are not limited to): acquiring real property; reconstructing or rehabilitating housing and other property; building public facilities and improvements, such as streets, sidewalks, community and senior citizen centers and recreational facilities; paying for planning and administrative expenses, such as costs related to developing a consolidated plan and managing Community Development Block Grant funds; provide public services for youths, seniors, or the disabled; and initiatives such as neighborhood watch programs." Trails and greenway projects that enhance accessibility are the best fit for this funding source. CDBG funds could also be used to write ADA Transition Plans. *More information: www.hud.gov/cdbg*

Community Transformation Grants

Community Transformation Grants administered through the Centers for Disease Control (CDC) support community–level efforts to reduce chronic diseases such as heart disease, cancer, stroke, and diabetes. Active transportation infrastructure and programs that promote healthy lifestyles are a good fit for this program, particularly if such improvements benefit groups experiencing the greatest burden of chronic disease.

More information: http://www.cdc.gov/communitytransformation/

National Scenic Byways Program

The Federal Highway Administration (FHWA), part of the USDOT manages the National Scenic Byways Grant Program, which recognizes roads having outstanding scenic, historic, cultural, natural, recreational, and archaeological qualities by providing grants that support projects that manage and protect these roads and improve visitor facilities.

More information: ***http://www.fhwa.dot.gov/discretionary/2012nsbp.cfm***

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Federal Recovery Act State Fiscal Stabilization Funding

As part of the Federal Recovery Act of 2009, states will be receiving $53.6 billion in state fiscal stabilization funding. States must use 18.2% of their funding – or $9.7 billion – for public safety and government services. An eligible activity under this section is to provide funding to K-12 schools and institutions of higher education to make repairs, modernize, and make renovations to meet green building standards. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), addresses green standards for schools that include bicycle and pedestrian facilities and access to schools. Another $5.0 billion is provided for the Energy Efficiency and Conservation Block Grant Program. This provides formula funding to cities, counties and states to undertake a range of energy efficiency activities. One eligible use of funding is for bicycle and pedestrian infrastructure.

More information: http://www2.ed.gov/policy/gen/leg/recovery/factsheet/stabilization-fund.html

5.8 State Sources

5.8.1 Active Transportation Program

With the consolidation of federal funding sources in MAP-21 (and now through the FAST Act), the California State Legislature has moved to consolidate a number of state-funded programs centered on active transportation into a single program. The resulting Active Transportation Program (ATP) will consolidate the federal programs, Bicycle Transportation Account, the Safe Routes to Schools Program, and the Recreational Trails Program. The ATP's authorizing legislation (signed into law by the Governor on September 26, 2013) also includes placeholder language to allow the ATP to receive funding from the newly established Cap-and-Trade Program in the future. The Statewide Competitive ATP will have $180 million available statewide for the 2014/2015 and 2015/2016 fiscal cycles. The Regional Competitive ATP will have $30 million available for the Metropolitan Transportation Commission (MTC) region 2014/2015 and 2015/2016 fiscal cycles. The California Transportation Commission writes guidelines and allocates funds for the ATP, while the ATP will be administered by the Caltrans Division of Local Assistance. Goals of the ATP are currently defined as the following:

- Increasing the proportion of trips accomplished by biking and walking;
- Increasing safety and mobility for active transportation users;
- Advancing active transportation efforts of regional agencies to achieve the greenhouse gas reduction goals;
- Enhancing public health;
- Ensuring that disadvantaged communities fully share in the benefit of the program; and,
- Providing a broad spectrum of projects to benefit many types of active transportation users.

More information: http://www.dot.ca.gov/hq/LocalPrograms/atp/index.html

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5.8.2 Caltrans Planning Grants

Caltrans also administers the Transportation Planning Grant Program that funds projects to improve mobility. In the past year, Caltrans awarded $10.0 million in grant funding to 70 applicants, in two sub-categories: Environmental Justice grants and Community Based Transportation Plan grants.

More information: http://www.dot.ca.gov/hq/tpp/grants.html

5.8.3 Community Based Transportation Planning Grant Program

The Community Based Transportation Planning (CBTP) grant program promotes transportation and land use planning projects that encourage community involvement and partnership. These grants include community and key stakeholder input, collaboration, and consensus building through an active public engagement process. CBTP grants support livable and sustainable community concepts with a transportation or mobility objective to promote community identity and quality of life.

More information: http://www.dot.ca.gov/hq/tpp/offices/ocp/completed_projects_cbtp.html

5.8.4 Office of Traffic Safety Grants

The Office of Traffic Safety (OTS) distributes grants statewide to establish new traffic safety programs or fund ongoing safety programs. OTS grants are supported by federal funding under the National Highway Safety Act and MAP-21. Grants are used to establish new traffic safety programs, expand ongoing programs or address deficiencies in current programs. Bicycle safety is included in the list of traffic safety priority areas. Eligible grantees are governmental agencies, state colleges, state universities, local town and county government agencies, school districts, fire departments, and public emergency services providers. Grant funding cannot replace existing program expenditures, nor can traffic safety funds be used for program maintenance, research, rehabilitation, or construction. Grants are awarded on a competitive basis, and priority is given to agencies with the greatest need. Evaluation criteria to assess need include potential traffic safety impact, collision statistics and rankings, seriousness of problems, and performance on previous OTS grants. The California application deadline is January of each year. There is no maximum cap to the amount requested; however, all items in the proposal must be justified to meet the objectives of the proposal.

OTS grantees conduct traffic safety rodeos for elementary, middle, and high schools, as well as community groups in an effort to increase awareness among various age groups. To boost compliance with the law and decrease injuries, safety helmets are properly fitted and distributed to children in need. Court diversion courses may be established in communities for those violating the bicycle helmet law. Other programs target high-risk populations and areas with multicultural public education addressing safer driving, bicycling, or walking behaviors.

In 2014, OTS helped fund the Santa Cruz County Public Health Department's partnership with CHP, Friday Night, and numerous community agencies to prove teen driver, child passenger, bicycle, and pedestrian safety educational activities. The department conducted 29 bicycle and safety presentations reaching 629 people, 16 trainings and community events impacting 943 people, and distributed 620 helmets and 50 sets of safety lights/reflector sets to residents.

More information: http://www.ots.ca.gov/Grants/Apply/default.asp

5.8.5 Land and Water Conservation Fund

The Land and Water Conservation Fund is a federal program that provides grants for planning and acquiring outdoor recreation areas and facilities, including trails. The fund is administered by the California State Parks Department. Cities, counties, and districts authorized to acquire and develop park and recreation space are eligible for grant funding. While non-profits are ineligible, they are allowed to apply in partnerships with eligible agencies. Applicants must fund the project entirely and will be reimbursed for half of the cost. Up to $2.0 million was available in California in the 2012 round of grant funding.

More Information: http://www.parks.ca.gov/?Page_id=21360

5.9 Regional & Local Sources

5.9.1 Developer Impact Fees

As a condition for development approval, municipalities can require developers to provide certain infrastructure improvements, which can include bikeway projects. These projects have commonly provided Class II facilities for portions of on-street, previously-planned routes. They can also be used to provide bicycle parking or shower and locker facilities. The type of facility that should be required to be built by developers should reflect the greatest need for the particular project and its local area. Legal challenges to these types of fees have resulted in the requirement to illustrate a clear nexus between the particular project and the mandated improvement and cost.

5.9.2 Roadway Construction, Repair and Upgrade

Future road widening and construction projects are one means of providing improved pedestrian and bicycle facilities. To ensure that roadway construction projects provide these facilities where needed, it is important that the review process includes input pertaining to consistency with the proposed system. In addition, California's 2008 Complete Streets Act and Caltrans's Deputy Directive 64 require that the needs of all roadway users be considered during "all phases of state highway projects, from planning to construction to maintenance and repair."

More information: http://www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets.html

5.9.3 Utility Projects

By monitoring the capital improvement plans of local utility companies, it may be possible to coordinate upcoming utility projects with the installation of bicycle and pedestrian infrastructure within the same area or corridor. Often times, the utility companies will mobilize the same type of forces required to construct bikeways and sidewalks, resulting in the potential for a significant cost savings. These types of joint projects require a great deal of coordination, a careful delineation of scope items and some type of agreement or memorandum of understanding, which may need to be approved by multiple governing bodies.

5.9.4 Cable Installation Projects

Cable television and telephone companies sometimes need new cable routes within public right-of-way. Recently, this has most commonly occurred during expansion of fiber optic networks. Since these projects require a significant amount of advance planning and disruption of curb lanes, it may be possible to request reimbursement for affected bicycle facilities to mitigate construction impacts. In cases where cable routes

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cross undeveloped areas, it may be possible to provide for new bikeway facilities following completion of the cable trenching, such as sharing the use of maintenance roads.

5.9.5 Marin County Measure A

A one-quarter cent retail transactions and use tax passed as Measure A in November 2012 to care for Marin's existing parks and open spaces, support regional community parks projects and programs, and further farmland preservation. An expenditure plan guides the use of the funds, as follows:

- 65 percent will be used by Marin County Parks to restore natural resources, maintain county parks and open space preserves, restore and improve public access, and protect natural lands.
- 20 percent will be dedicated to saving family farms and ranches through the purchase of agricultural conservation easements in voluntary transactions and landowners.
- 15 percent will be used by cities, towns, and applicable special districts to enhance and manage parks, nature preserves, recreation programs, and vegetation to reduce wildfire risk.

Several grant programs have been established to distribute funds including the Breathe/Respira Community Grant Program, Marin County Park and Open Space Program, and the City, Town, and Special District Program.

More information: http://www.marincountyparks.org/depts/pk/about-us/main/measurea

5.9.6 BAAQMD Grants

The Bay Area Air Quality Management District (BAAQMD) established several grant programs aimed at reducing emissions of oxides of nitrogen, reactive organic gasses, and particulate matter.

- Transportation Fund for Clean Air (TFCA) – provides grants to projects that implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality. Projects must be consistent with the 1988 California Clean Air Act and the Bay Area Ozone Strategy.
- Environmental Justice Small Grants Program – provides up to $20,000 in grants to eligible community-based grassroots organizations and federally recognized tribal governments that are located in areas adversely affected by environmental pollution and hazards and are involved in addressing environmental justice concerns.

More information: *http://www.baaqmd.gov/Divisions/Strategic-Incentives/Funding-Sources.aspx*

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5.9.7 MTC Grants

The One Bay Area Grant Program (OBAG) established program commitments and policies for investing roughly $800 million over the four-year Cycle 2 period (FY's 2012-13 through 2015-16), funded by federal funds authorized by Congress in Moving Ahead for Progress in the 21st Century (MAP 21).

OBAG is a new funding approach that integrates the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008) and the Sustainable Communities Strategy. Funding distribution to the counties will consider progress toward achieving local land use and housing policies by:

- Rewarding jurisdictions that accept housing allocations through the Regional Housing Need Allocation (RHNA) process and produce housing using transportation dollars as incentives.
- Supporting the Sustainable Communities Strategy for the Bay Area by promoting transportation investments in Priority Development Areas (PDAs) and by initiating a pilot program that will support open space preservation in Priority Conservation Areas (PCAs) such as the Tiburon Ridge Lands
- Providing a higher proportion of funding to local agencies and additional investment flexibility by eliminating required program investment targets. The OBAG program allows flexibility to invest in transportation categories such as Transportation for Livable Communities, bicycle and pedestrian improvements, local streets and roads preservation, and planning activities, while also providing specific funding opportunities for Safe Routes to Schools (SR2s) and Priority Conservation Areas.

More information: *http://www.mtc.ca.gov/funding/onebayarea/*

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5.10 Private Sources

Private funding sources can be acquired by applying through the advocacy groups such as the League of American Bicyclists and the Bikes Belong Coalition. Most of the private funding comes from foundations seeking to enhance and improve bicycle facilities and advocacy. Grant applications will typically be through the advocacy groups as they leverage funding from federal, state and private sources. Following are several examples of private funding opportunities available.

5.10.1 PeopleForBikes Community Grant Program

PeopleForBikes (FKA Bikes Belong) is a coalition of bicycle suppliers and retailers that has awarded $2.5 million in grants and leveraged an additional $650.0 million since its inception in 1999. The program funds small corridor improvements, mountain bike trails, BMX parks, trail, and park access. PeopleForBikes also administers the Green Lane Project, which is a technical support and peer exchange program for U.S. cities working on the installation of protected bicycle lanes and cycle tracks. PeopleForBikes is funded through private donations.

More information: http://www.peopleforbikes.org/pages/community-grants

5.10.2 The Robert Wood Johnson Foundation

The Robert Wood Johnson Foundation was established as a national philanthropy in 1972, and today, it is the largest U.S. foundation devoted to improving the health and health care of all Americans. Grant making is concentrated in four areas:

- To assure that all Americans have access to basic health care at a reasonable cost
- To improve care and support for people with chronic health conditions
- To promote healthy communities and lifestyles
- To reduce the personal, social and economic harm caused by substance abuse: tobacco, alcohol, and illicit drugs

More information: http://www.rwjf.org/applications/

5.10.3 The Kodak American Greenways Program

The Conservation Fund's American Greenways Program has teamed with the Eastman Kodak Corporation and the National Geographic Society to award small grants ($250 to $2,000) to stimulate the planning, design and development of greenways. These grants can be used for activities such as mapping, conducting ecological assessments, surveying land, holding conferences, developing brochures, producing interpretive displays, incorporating land trusts, and building trails. Grants cannot be used for academic research, institutional support, lobbying or political activities.

More information: http://www.conservationfund.org

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5.10.4 Community Action for a Renewed Environment (CARE)

CARE is a competitive grant program that offers an innovative way for a community to organize and take action to re-duce toxic pollution in its local environment. Through CARE, a community creates a partnership that implements solutions to reduce releases of toxic pollutants and minimize people's exposure to them. By providing financial and technical assistance, EPA helps CARE communities get on the path to a renewed environment. Transportation and "smart-growth" types of projects are eligible. Grants range between $90,000 and $275,000.

More information: http://www.epa.gov/care/

5.10.5 Corporate Donations

Corporate donations are often received in the form of liquid investments (i.e. cash, stock, bonds) and in the form of land. Employers recognize that creating places to bike and walk is one way to build community and attract a quality work force. Bicycling and outdoor recreation businesses often support local projects and programs. Municipalities typically create funds to facilitate and simplify a transaction from a corporation's donation to the given municipality. Donations are mainly received when a widely supported capital improvement program is implemented. Such donations can improve capital budgets and/or projects.

5.11 Other Sources

Local sales taxes, fees and permits may be implemented as new funding sources for pedestrian and bicycling projects, such as Measure A approved by voters in 2004. However, any of these potential sources would require a local election. Volunteer programs may be developed to substantially reduce the cost of implementing some routes, particularly multi-use paths. For example, a local college design class may use such a multi-use route as a student project, working with a local landscape architectural or engineering firm. Work parties could be formed to help clear the right of way for the route. A local construction company may donate or discount services beyond what the volunteers can do. A challenge grant program with local businesses may be a good source of local funding, in which the businesses can "adopt" a route or segment of one to help construct and maintain it.

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Appendix B: Bicycle and Pedestrian Policies

Tiburon 2020 (2016)

- **C-1 Right-of-Ways.** The Town shall preserve and manage rights-of-way consistent with the goal to provide Complete Streets, and the Town's goals for preserving residential quality of life and aesthetics.
- **C-2 Emergency Services.** The Town shall prioritize emergency service needs when developing transportation plans and making transportation network changes.
- **C-3 Facilities and Infrastructure.** The Town shall prioritize the maintenance and operation of the existing transportation network over major expansions to the transportation network when investing discretionary revenue.
- **C-4 Multimodal Choices**. The Town shall strive to achieve an integrated, multimodal transportation system that improves the attractiveness of walking, bicycling, and riding transit. This would increase travel choices and aid in achieving a more balanced transportation system, thereby reducing air pollution and greenhouse gas emissions.
- **C-5 Multimodal Access**. The Town shall facilitate multimodal access along appropriate corridors, to major facilities destinations such as Blackie's Pasture, schools, and Downtown Tiburon.
- **C-6 Eliminate Gaps.** The Town shall eliminate "gaps" in bikeways and pedestrian networks where feasible and appropriate.
- **C-7 Improve Transit Access.** The Town shall support Marin Transit and the Golden Gate Bridge, Highway and Transportation District in addressing identified gaps in public transit networks by working together to appropriately locate passenger facilities and stations, providing and maintaining pedestrian walkways and bicycle access to transit stations and stops, and dedicating public rights of way as necessary for transit stops.
- **C-8 Barrier Removal for Accessibility.** The Town shall remove barriers, where feasible, to allow people of all abilities to move freely and efficiently throughout the Planning Area, with the highest priority given to areas that are near Downtown or in other flat areas.
- **C-9 Connections to Transit Stations.** The Town shall work to ensure adequate connections to transit stations by identifying, prioritizing, and seeking funding to plan and construct roadway, bikeway, and pedestrian improvements within ½ mile of existing and planned transit stations. Such improvements shall emphasize the development of complete streets.
- **C-11 Transportation Impacts of Land Use.** Land use decisions shall take into consideration potential multimodal access and automobile traffic impacts.
- **C-12 Transportation Mitigation Fee.** All new projects shall be required to pay a pro rata share of needed multimodal access improvements (a transportation mitigation fee) in accordance with the burden created by such new projects.
- **C-13 Updating the Transportation Mitigation Fee.** The transportation mitigation fee program shall be periodically reviewed and updated to ensure that it continues to provide funds for addressing multimodal transportation impacts generated by new projects.

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- **C-14 Level of Service.** For signalized intersections in the Tiburon Planning Area, the Town shall strive to achieve and maintain the average peak hour level of service (LOS) at LOS C, with the exception of:
- Intersections from U.S. Highway 101 interchange to E. Strawberry Drive/Bay Vista Drive (inclusive), which the Town shall strive to achieve and maintain at LOS D.
- Locations where Complete Streets roadway engineering improvements are necessary to ensure safe access for pedestrians and bicyclists, which shall be evaluated on a case-by-case basis, weighing safety with traffic delay considerations.
- The Town acknowledges that actual conditions may not meet the above LOS levels during certain peak periods.
- **C-15 Traffic signals.** At such time as any unsignalized intersection along Tiburon Boulevard meets signal warrants, the Town shall approach Caltrans to approve and/or provide signalization or other appropriate improvements.
- **C-16 Congestion Management Plan.** The Town shall comply with the Transportation Authority of Marin's Congestion Management Plan (CMP), including adopting and monitoring the level of service (LOS) of the CMP network. As of 2015, the CMP LOS standards are LOS E for U.S. Highway 101 during the P.M. peak hour and LOS D for Tiburon Boulevard during the P.M. peak hour.
- **C-19 Tiburon Ridge and Significant Ridgelines.** In connection with the ridgeline policies of the Open Space & Conservation Element, the Town shall ensure that no new streets, driveways, or utilities are installed along or over the Tiburon Ridge or Significant Ridgelines except for the use of emergency services, or where no other access is viable.
- **C-20 Traffic Calming Measures.** The Town should consider traffic calming measures, where safe, warranted, and appropriate given topographical and other physical conditions, to increase safety in residential areas by reducing vehicle speeds and volumes and encouraging walking and bicycling. Specific measures may include, but are not limited to, marked crosswalks, curb extensions, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts, traffic circles, on-street parking, planter strips with street trees, chicanes, and other geometric design features.
- **C-23 Accommodate All Users.** The Town shall ensure that, where feasible and appropriate, all new roadway projects and any reconstruction projects designate sufficient travel space for all users including bicyclists, pedestrians, transit riders, and motorists except where pedestrians and bicyclists are prohibited by law from using a given facility.
- **C-24 Pedestrian and Bicycle-Friendly Streets.** The Town shall ensure that all street construction projects support pedestrian travel. Improvements may include sidewalks, roundabouts, traffic circles, narrow lanes and other traffic calming devices, target speeds less than 35 miles per hour, street trees, high-visibility pedestrian crossings, and bikeways.
- **C-25 Identify and Fill Gaps in Complete Streets.** The Town shall identify streets that can be made more "complete" through a reduction in the width of travel lanes, with consideration for emergency vehicle operations. The Town shall consider including new bikeways, sidewalks, and on-street parking on these streets by re-arranging and/or re-allocating how the available space within the public right of way is utilized. All new street configurations shall provide for adequate

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emergency vehicle operation. The Town shall explore the addition or enhancement of crosswalks on Tiburon Boulevard at key locations in conjunction with safety improvements to ensure that vehicular collisions with pedestrians are reduced.

- **C-26 Roadway Classification.** Tiburon Boulevard has three distinction segments, and future design treatments should reflect the character of each segment. Between Highway 101 and Trestle Glen Boulevard, Tiburon Boulevard is classified as a major arterial with priority for vehicle movement. Between Trestle Glen Boulevard and Mar West Street, Tiburon Boulevard is classified as a minor arterial with consideration for both vehicle traffic and the need for residential access as well as biking and walking. From Mar West Street to Ferry Plaza, Tiburon Boulevard is classified as a downtown thoroughfare (a type of local street), with priority given to pedestrians and bicyclists.
- **C-27 Curb Cuts.** Additional curb cuts should be discouraged on Tiburon Boulevard except where other access points are not feasible or if necessary for emergency vehicle access. Unnecessary curb cuts should be eliminated.
- **C-28 Parking Lot Frontages.** The Town should discourage parking lots that have substantial frontage on Tiburon Boulevard. Consistent with Downtown Element policies, such parking lots should be located in the rear of buildings to the extent possible. Parking lots should also be screened by buffers or berms where feasible.
- **C-29 Parking.** Tiburon Boulevard between Rock Hill Road and San Rafael Avenue should remain free from parking on the water side to enhance and preserve views and the experience of a landscaped waterfront drive.
- **C-30 Water Views.** Water views for pedestrians and drivers shall not be obscured. Overgrown planting shall be trimmed to frame, rather than block, views for pedestrians and drivers to the maximum extent feasible. The Town shall consider approving selective removal or thinning of undesirable trees that block water views.
- **C-31 Access.** The Town shall attempt to work with the County of Marin to secure safe and reliable access for all users to and from the northeastern side of the Tiburon Peninsula along Paradise Drive. Due to the very high maintenance costs associated with Paradise Drive, the Town will avoid taking on the burden of maintaining additional portions of Paradise Drive unless a suitable and stable ongoing source of funding is established.
- **C-32 Views.** Scenic views from Paradise Drive shall be preserved wherever possible.
- **C-33 Overlooks.** Where appropriate, scenic overlooks should be established along Paradise Drive.
- **C-34 Driveways and Roadways.** New driveways and roadways intersecting Paradise Drive shall be kept to the minimum number possible and be situated in safe locations. To meet this objective, to the extent feasible, multiple residences shall be served by a single access from Paradise Drive.
- **C-35 Turn-Outs and Widened Shoulders.** Turn-outs and widened shoulders on Paradise Drive should be created where possible to protect
- **C-37 Bicycle Safety for Children.** School-related congestion increased noticeably on Tiburon Boulevard in recent years, reflecting a large jump in school enrollment at the Reed Union School District. To reduce single-child automobile trips to schools, the Town shall support

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infrastructure improvements and programs that encourage children to bike and/or walk safely to school, or ride a bus. This includes installation of sidewalks in critical areas where feasible.

- **C-38 Countdown Pedestrian Signals.** The Town supports, where warranted, the replacement by Caltrans of pedestrian traffic signals with "countdown-style" pedestrian signals, which inform pedestrians of the number of seconds remaining to cross safely.
- **C-39 Trail Connections.** The pedestrian paths, trails and bicycle lanes in Tiburon should connect with other paths and trails where practical.
- **C-40 Bike Facilities.** Bicycle facilities, including bike racks, shall be included as part of new public and commercial projects, particularly in Downtown Tiburon.
- **C-41 Pedestrian Streets.** Pedestrian routes, particularly for school children, shall be established for all neighborhoods where feasible and appropriate. The Town shall require that pedestrian-oriented streets be designed to provide a pleasant environment for walking and other desirable uses of public space, including such elements as shade trees; plantings; and wayfinding signage where appropriate. Pedestrian routes shall include safe crossings at major intersections.
- **C-42 Speed Management Policies.** The Town shall develop and implement speed management policies that support driving speeds that are safe for pedestrians and bicyclists, including consideration of bicycle riding speed limits on Old Rail Trail.
- **C-43 Bicycle and Pedestrian Master Plan.** In developing capital improvement budgets, the Town shall use the Bicycle and Pedestrian Master Plan as a guide for prioritizing bicycle and pedestrian improvements. New development shall be consistent with applicable provisions of the Bicycle and Pedestrian Master Plan.
- **C-44 Bay Trail.** The Town supports the completion and maintenance of the Bay Trail.
- **C-45 Old Rail Trail Multi-Use Path.** The Town shall monitor Old Rail Trail and consider periodic improvements that would enhance the safety of its users. The Town shall continue to encourage low to moderate bike speeds along Old Rail Trail to ensure pedestrian safety.
- **C-46 School Route Maps.** The Town shall work with local schools to develop maps detailing the safest routes for children to walk and bicycle to school, including trails and other shortcuts.
- **C-57 Provide Alternatives to Single-child Autos for School Trips.** The Town shall seek to reduce the number of auto trips made by parents who are picking-up and dropping-off children at local schools by supporting programs that provide viable and attractive alternatives to driving children to school.
- **C-58 Employer Incentives for Alternative Transportation Modes.** The Town shall coordinate with the Transportation Authority of Marin to encourage employers to work together to identify programs that provide incentives for employees to use alternative transportation modes, including carpools.
- **PROGRAM C-e Bay Trail Funding.** The Town shall use the designation of Paradise Drive as part of the Bay Trail as a tool in applying for improvement funding for the road.
- **PROGRAM C-f Increase Connectivity in the Downtown**. Improve pedestrian connectivity, linkages and ease of movement throughout the Downtown area through various physical and signage improvements.
- **PROGRAM C-g Bicycle and Pedestrian Master Plan.** The Town shall review and update its Bicycle and Pedestrian Master Plan periodically, and revise the list of improvements and actions

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called for in the Master Plan when implementation of adopted improvements has occurred, and/or when conditions warrant.

- **PROGRAM C-h Bay Trail Improvement.** The Town will work cooperatively with ABAG and neighboring jurisdictions to improve the Bay Trail around the Tiburon Peninsula.
- **PROGRAM C-k Safe Routes to School Program.** The Town shall continue to work with the Reed Union School District, Tamalpais Union High School District, St. Hilary School, and with the Transportation Authority of Marin as the administrator of the County's Safe Routes to Schools Program, to promote alternative transportation programs that reduce traffic congestion around schools. This will include improving safe access routes to school for children walking and biking, as well as developing appropriate measures identified by the Community Action to Reduce Traffic (CART) committee.

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Appendix C: Proposed Projects in Related Plans

Climate Action Plan (2011)

Climate change mitigation activities in Tiburon related to active transportation:

- Working with funding from the Safe Routes to Schools program, the Town has implemented a bicycle and pedestrian project to improve accessibility and safety surrounding Del Mar Middle School through the following improvements:
- New pedestrian bulb-out beginning at Tiburon Boulevard and extending east along the north side of Avenida Miraflores towards the Del Mar School driveway entrance.
- New crosswalks:
    - Tiburon Boulevard and Lyford Drive
    - Tiburon Boulevard and Rock Hill Drive
    - Tiburon Boulevard at Avenida Miraflores
    - Tiburon Boulevard at Pine Terrace
    - Tiburon Boulevard at Trestle Glen
    - Tiburon Boulevard at Stewart Drive
    - Avenida Miraflores at Hilary Drive
    - Avenida Miraflores at Felipa Court
    - Rowley Circle at Hilary Drive
    - Howard Drive at Hilary Drive
- Upgraded existing sidewalk ramps for ADA compliance
    - Tiburon Boulevard at Stewart Drive
    - Tiburon Boulevard at Avenida Miraflores and Pine Terrace
    - Hilary Drive at Rowley Circle
    - Avenida Miraflores at Felipa Court
    - Tiburon Boulevard at Rock Hill Drive
    - Tiburon Boulevard at Lyford Drive

Working with funding through the Non-Motorized Transportation Pilot Program, which is intended to increase the mode share of bicycling and walking for everyday transportation, the Town has made the following improvements:

- Rehabilitated the existing walking path at Lower Racoon Lane from Centro West Street to Mar West Street by upgrading the surface of the path, improving the surface drainage, adding stairs and handrails at the steepest locations, and providing new landscaping.
- Rehabilitated the existing walking path at Cayford Drive by upgrading the surface with a more stable, firm and durable surface, and provided an ADA ramp.
- Rehabilitated the pedestrian steps and walking path from Jefferson Drive to Reed Ranch Road by replacing the existing wood and asphalt steps with new concrete steps and installing new handrails.

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The Town will consider the following list of recommended actions related to active transportation:

- Make reductions in vehicle-miles traveled and the use of alternative transportation high-priority criteria in the evaluation of policy, program, and project alternatives.
- Provide and maintain Class I, II, and III bikeways as identified in the Tiburon Bicycle and Pedestrian Plan.
- Improve bicycle and pedestrian safety at intersections and install bicycle loop detectors at signalized intersections to help bicyclists trip the traffic signal.
- Implement "Complete Streets" policies to ensure the needs of bicyclists, pedestrians, and the disabled are considered in the transportation element of any new capital improvement or development project.
- Install walkways where feasible to provide a continuous pedestrian network.
- Provide bicycle racks at public destinations as identified in the Tiburon Bicycle and Pedestrian Plan.
- Provide bicycle parking at large public events.
- Encourage employers to provide secure, covered bicycle parking, as well as shower and changing facilities for employees.
- Promote "Share the Road" strategies to improve bicycle safety and improve compliance with traffic laws.
- Participate in programs that encourage bicycling and walking, such as Safe Routes to Schools programs.
- Educate residents and employees about the health and environmental benefits of walking, bicycling, taking public transit, and ridesharing, as well as provide information to assist in these modes of travel (e.g., information available in public places and employment centers regarding bus schedules, pedestrian pathways, bikeways, and ridesharing programs).
- Provide Town employees with incentives to use alternatives to single occupant auto commuting, such as transit incentives, bicycle facilities, ridesharing services and subsidies.

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Downtown Circulation and Parking Analysis (2012)

Short-term Recommendations:

- **Initiate negotiations with Caltrans concerning jurisdiction of Tiburon Boulevard in the Downtown area.** As a state highway (Highway 131), Tiburon Boulevard is currently a state-owned highway under the control of Caltrans. This designation potentially restricts future design and engineering changes to the roadway. The Town should initiate discussions with Caltrans about the transfer of jurisdiction to the local government. Establishing jurisdiction over Tiburon Boulevard would free the Town to make its own decisions about the future of the roadway.
- **Close a targeted number of driveways along Tiburon Boulevard in the Downtown area.** These driveways include: two driveways along the south side of Tiburon Boulevard between Mar West Street and the Boardwalk Shopping Center, two on the south side of Tiburon Boulevard between Beach Road and Main Street, and one on the east side of Beach Road just south of Tiburon Boulevard. The planters could be large, cast-in-place concrete planters or a series of smaller, prefabricated planters.
- **Install new high-visibility crosswalks for all mid-block crossings along Tiburon Boulevard** and add a new mid-block crossing on Tiburon Boulevard between Beach Road and Main Street. Install advance yield lines and signs at each of the mid-block crossings on Tiburon Boulevard.
- **Transition lower Main Street into a formal "shared space".** It is recommended that Lower Main Street be clearly defined as a space that is shared by all road users equally. Main Street already currently acts as an informal shared space with pedestrians often crossing at multiple points along the street while bicyclists and drivers share the limited roadway space. Officially formalizing these spatial interactions and arrangements will alert drivers to the fact that the space is used differently than other roadways in Tiburon. In addition, this recommendation can facilitate additional temporary street closures for special events. Finally, this effort would also initiate the possible transition to a full shared space, where the distinction between spaces for the different modes is completely blurred, at some point in the future.
- **Design and implement a coordinated Downtown wayfinding system.**
- **Expand bicycle parking supply and replace some existing bicycle parking facilities.** While Downtown-wide bicycle parking is not fully utilized, there are various hotspots of demand and areas of concern. This recommendation proposes various new rack locations, including some bicycle corrals in on-street parking spaces, and identifies facilities in need of replacement and/or relocation.

Long-term Recommendations:

- **Permanently close targeted driveways on Tiburon Boulevard.** Replace the planters with expansions of the existing curb and formally close any unnecessary driveways. This recommendation allows for the construction of sidewalks along these sections of roadway, thereby improving the pedestrian environment, improving traffic flow, and limiting potential points of conflict.
- **Convert the eastern section of Tiburon Boulevard into a "Main Street" with generous public space.** Install a continuous raised landscaped median on Tiburon Boulevard between Beach Road and Main Street with a median opening in front of the firehouse. Transition all

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driveways and minor roadways to right-in, right-out only, and new mid-block crossings. Remove the access lane on the south side and convert pull-in parking to reverse angle (back-in) parking. Widen the sidewalk on the southern side to replace the access lane, leaving the gutter intact. Several options could be considered for the bicycle facilities including standard bicycle lanes, buffered bike lanes (painted buffers), or cycle tracks located behind parked vehicles.

- **Consider reallocation of roadway space on Tiburon Boulevard between Mar West Street and Beach Road and installation of a new median.** This recommendation presents two different alternative concepts for Tiburon Boulevard as a means to enhance the streetscape, improve bicycle facilities, and increase parking capacity. Each alternative was designed to reallocate the right-of-way without involving significant construction costs, such as drainage system changes, moving or installing curbs, or widening the right-of-way. These options explore the potential for adding parallel parking on both sides or converting the bike lanes to a buffered bike lane. In addition, this recommendation encourages the Town to install a raised, landscaped median on Tiburon Boulevard between Mar West Street and Beach Road, transition all driveways and minor roadways to right-in, right-out only and add new mid-block crossings.
- **Replace major four-way intersections with one-way roundabouts.** Replace Tiburon Boulevard's intersections at Mar West Street and Beach Road with single-lane roundabouts. These intersections could operate more efficiently from a traffic perspective and result in fewer conflict points if replaced by roundabouts. The intersection at Mar West Street offers the greatest benefit as it would improve circulation and reduce vehicle speed as motorists enter Downtown. In addition, the roundabout at Mar West Street offers an opportunity to create a new Downtown "gateway" that identifies the area as a unique place in Tiburon.

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Tiburon Bay Trail Gap Study (2012)

Segment 1 (McKegney Green to Blackie's Pasture Parking Lot)

- **Option A:** Enhanced wayfinding signage and markings. The northern portion of the trail would be signed for westbound bicyclists and pedestrians; the southern portion would signed for eastbound bicyclists and pedestrians
    - Estimated construction cost: $30,000
- **Option B:** Enhanced wayfinding signage and markings. The northern portion of the trail would be signed as a bi-directional bikeway; the southern portion would be signed as a bi-directional pedestrian path
    - Estimated construction cost: $30,000

Segment 2 (Blackie's Pasture/Greenwood Beach Road Connection)

- **Option A:** Improve bicycle and pedestrian path along access road south of the parking lot; pave gravel shoulder that serves as on-street parking and provide a 4-foot wide striped buffer between the 10-foot wide multi-use path and the access road.
    - Parking impact: Loss of 4-5 spaces
    - Tree impact: None
    - Estimated construction cost: $40,000
- **Option B:** Improve pedestrian and bicycle path along access road south of the parking lot; pave gravel shoulder that serves as on-street parking and provide a 4-foot wide striped buffer between the 10-foot wide multi-use path and the parking aisle. Move the existing fence approximately 4 feet to the south.
    - Parking impact: None
    - Tree impact: 1 tree
    - Estimated construction costs: $50,000
- **Option C:** Route Bay Trail south of Blackie's Pasture parking lot (avoiding Blackie's Grove)
    - Parking impact: None
    - Tree impact: None
    - Trail alignment could affect the viewshed of Blackie's Grove
    - Blackie's Grove is enjoyed for passive use. Existing use of this area would be impacted by placing a trail in this location.
    - Estimated construction cost: $50,000

Segment 3 (Greenwood Beach Road from Eastern Terminus to Town/County Boundary)

- **Option A:** Striped 6-foot (+/-) bi-directional pedestrian path along the north side of Greenwood Beach Road; shared lane use arrows (sharrows). Widen travel way to 20 feet.
    - Parking impact: Some parking limitations along the north side of the road. Parking would be allowed where adequate shoulder is available (non-sloped areas) and where parking pull-outs would be provided. Parking demand on the north side of road is generally low.
    - Retaining wall: 1,600 linear feet; height varies from 0.5 to 10.1 feet (3 wall segments)

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- Changes to the storm drain system could affect some existing vegetation that would need to be evaluated for potential wetlands; new drains may require installation of erosion filtering components if they drain directly to the Bay.
- Estimated construction cost: $2,2450,000

- **Option B:** Raised or separated 6-foot (+/-) bi-directional pedestrian path along north side of Greenwood Beach Road (e.g., asphalt curb/berm, curb and sidewalk, colored concrete sidewalk, decomposed granite pathway with binder); sharrows. Widen travel way to 20 feet.
  - Parking impact: Some parking limitation along the north side of the road. Parking would be allowed where adequate shoulder is available (non-sloped areas) and where parking pull-outs would be provided. Parking demand on the north side of the road is generally low.
  - Retaining wall: 1,200 linear feet; height varies from 0.5 to 9.7 feet (4 wall segments)
  - Changes to the storm drain system could affect some existing vegetation that would need to be evaluated for potential wetlands; new drains may require installation of erosion filtering components if they drain directly to the Bay.
  - Estimated construction cost: $2,450,000
- **Option C:** Raised or separated 6-foot (+/-) bi-directional pedestrian path along north side of Greenwood Beach Road (e.g., asphalt curb/berm, curb and sidewalk, colored concrete sidewalk, decomposed granite pathway with binder); sharrows. Maintain 16- to 18-foot wide travel way with passing bays. Remove double yellow centerline marking and add edge lines.
  - Parking impact: Some parking limitations along the north side of the road. Parking would be allowed where adequate shoulder is available (non-sloped areas) and where parking pull-outs would be provided. Parking demand on the north side of road is generally low.
  - Retaining wall: 1,000 linear feet; height varies from 0.5 to 6 feet (2 wall segments).
  - Changes to the storm drain system could affect some existing vegetation that would need to be evaluated for potential wetlands; new drains may require installation of erosion filtering components if they drain directly to the Bay.
  - Estimated construction cost: $1,600,000

<u>Segment 3/Segment 4 (Possible Gateway Treatment)</u>

- Crosswalk and possible gateway treatment near Town/county/Audubon property for options where pedestrian path on north side on Greenwood Beach Road ends at Town/County boundary. Consider Audubon parking lot improvements where parking ingress/egress would cross the path.

<u>Segment 4 (Greenwood Cove Drive from Town/County Boundary to Tiburon Boulevard)</u>

- **Option A:** Maintain 5-foot wide sidewalk. Add sharrows.
  - Parking impact: None
  - Tree impact: None
  - Estimated construction cost: $30,000
- **Option B:** 6-foot (+/-) wide bi-directional pedestrian walkway on north side of Greenwood Cove Drive/south side of Tiburon Boulevard or between Greenwood Cove Drive and Tiburon

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Boulevard. Walkway could be a natural surface (e.g., decomposed granite with binder) or asphalt. Add sharrows.

- Parking impact; None
- Tree impact: up to 40 trees
- Retaining wall at east end – 220 linear feet; height varies from 0.5 to 5.7 feet
- Minor modifications to Tiburon Boulevard/Greenwood Cove Drive intersection
- Estimated construction cost: $550,000

- **Option C:** 5-foot (+/-) wide bike lanes and 8-foot (+/-) wide parking aisle on south side of Greenwood Cove Drive. Two 11-foot wide vehicle travel lanes. No change to existing 5-foot wide sidewalk. Remove parking along north side of Greenwood Cove Drive.
  - Parking impact: Parking prohibited for 1,400 linear feet on north side; however, existing parking demand is limited and can be accommodated on south side of street. Any proposed parking restrictions would require approval by the County of Marin
  - Estimated construction cost: $40,000
- **Option D:** 5-foot (+/-) wide bike lanes and 8-foot (+/-) wide parking aisle on south side of Greenwood Cove Drive. Tow 11-foot wide vehicle lanes. No change to existing 5-foot wide sidewalk. Remove parking along north side of Greenwood Cove Drive. Add 6-foot walk way no north side of curb.
  - Parking impact: Parking prohibited for 1,400 linear feet on north side; however, existing parking demand is limited and be accommodated on south side of street
  - Tree impact: up to 40 trees
  - Retaining wall at east end: 220 linear feet; height varies from 0.5 to 5.7 feet
  - Minor modifications to Tiburon Boulevard/Greenwood Cove Drive intersection
  - Estimated construction cost: $550,000

<u>Segment 5 (Tiburon Boulevard from Greenwood Cove Drive to East Strawberry Drive)</u>

- **Option A:** 8-foot (+/-) wide sidewalk along the south side of Tiburon Boulevard; maintain Caltrans shoulder. Single span bridge over slough
- Retaining wall: 740 linear feet; height varies from 0.5 to 68 feet
- Roadway excavation: 130 cubic yards; import: 120 cubic yards
- Pedestrian bridge: 1
- Tree impact: 35 to 45 trees
- Removal of eucalyptus trees would result in some visual impact and loss of privacy and could affect nesting habitat for birds
- Would require BMPs to avoid sedimentation entering the slough
- A drainage plan would be required to avoid site drainage into back yards of homes
- Minor modifications to Tiburon Boulevard/East Strawberry Drive intersection
- Estimated construction cost: $2,100,000

- **Option B:** 12-foot (+/-) wide Class I path along the south side of Tiburon Boulevard; maintain Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench). Single span bridge over slough.
  - Retaining wall: 740 linear feet; height varies from 0.5 to 10.7 feet

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- Roadway excavation: 80 cubic yards; import: 330 cubic yards
- Pedestrian Bridge: 1
- Tree impact: up to 45 trees
- Removal of eucalyptus trees would result in some visual impact and loss of privacy and could affect nesting habitat for birds
- Would require BMPS to avoid sedimentation entering the slough
- A drainage plan would be required to avoid site drainage into back yards of homes
- Minor modifications to Tiburon Boulevard/East Strawberry Drive intersection
- Estimated construction cost: $2,550,000

Segment 6 (San Francisco Bay Trail from Greenwood Bay Drive/Greenwood Cove Drive Intersection to Harbor Cove Way)

- **Option A:** Pavement improvements and wayfinding signage and markings.
  - Roadway excavation: 160 cubic yards
  - Estimated construction costs: $150,000

Segment 7 (Harbor Cove Way): No change

Segment 8 (Tiburon Boulevard from Blackie's Pasture Road to Greenwood Cove Drive

- Option A: 12-foot (+/-) wide Class I path along the south side of Tiburon Boulevard from Blackie's Pasture to Blackfield Drive intersection; maintains Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench).
  - Parking impact: None
  - Retaining wall: 1,200 linear feet; height varies from 0.5 to 5.8 feet (at-grade path); 1,700 linear feet; height varies from 0.5 to 5.1 feet (lowered path)
  - Tree impact: up to 75 trees
  - Cantilever path over existing retaining wall: 100 linear feet
  - Emissions along arterial road would result in adverse conditions for many path users
  - Would require substantial grading and mitigation for erosion
  - High speed corridor would not provide a relaxing recreation amenity
  - As a commuter route, existing and projected noise levels would be tolerable for path users; as a recreation route, noise levels would deter potential path users
  - Connects Blackie's Pasture with Strawberry Drive but lacks amenities for recreation users
  - Minor modifications to Tiburon Boulevard/Greenwood Cove Drive intersection
  - Estimated construction cost: $3,000,000 (at-grade path) to $3,100,000 (lowered path)
- **Option B:** 12-foot (+/-) wide Class I path along the south side of Tiburon Boulevard from Blackie's Pasture to approximately the Town/County boundary; maintains Caltrans shoulder (path separated with barrier at highway elevation OR path below highway on bench). West of the Town/County boundary, 12-foot (+/-) wide Class I path along north side of Greenwood Cove Drive.

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- Parking impact: Parking prohibited for 1,400 linear feet on north side of Greenwood Cove Drive; however, existing parking demand is limited and can be accommodated on south side of street
- Retaining wall: 1,200 linear feet; height varies from 0.5 to 5.8 feet (at-grade path); 1,700 linear feet; height varies from 0.5 to 5.7 feet (lowered path)
- Tree impact: up to 65 trees
- Cantilever path over existing retaining wall: 100 linear feet
- Emissions along arterial road would result in adverse conditions for many path users
- Would require substantial grading and mitigation for erosion
- High speed corridor would not provide a relaxing recreation amenity
- As a commuter route, existing and projected noise levels would be tolerable for path users; as a recreation route, noise levels would deter potential path users
- Connects Blackie's Pasture with Strawberry Drive but lacks amenities for recreation users
- Minor modifications to Tiburon Boulevard/Greenwood Cove Drive intersection
- Estimated construction cost: $2,800,000 (at-grade path) to $3,000,000 (lowered path)

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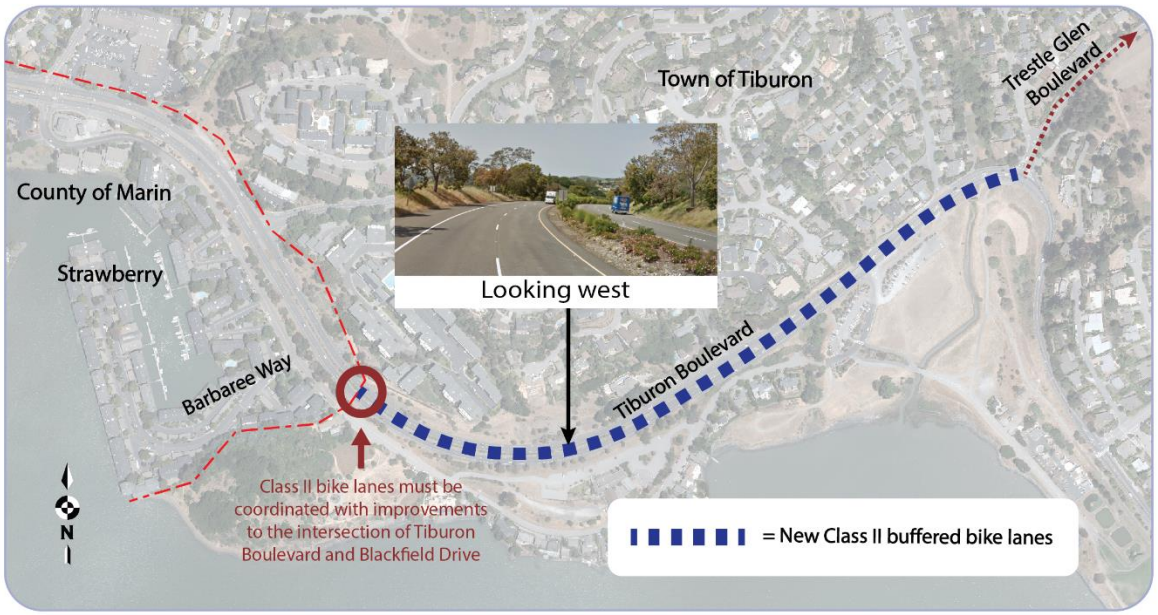
Appendix D: Project Cut Sheets

Town of Tiburon - Class II Buffered Bicycle Lanes

Tiburon Boulevard - Town/County Border to Trestle Glen Boulevard

Vicinity Map and Project Extents



Project Concept

SAMPLE CROSS SECTION: EXISTING CONDITIONS
LOOKING WEST*

SAMPLE CROSS SECTION: PROPOSED CONDITIONS
LOOKING WEST*

* Concept is preliminary in nature and shows approximate dimensions. This concept serves as an example location; roadway widths vary throughout corridor.

EXISTING CONDITIONS

Tiburon Boulevard is the main east-west arterial roadway connecting the Town of Tiburon, City of Belvedere, and Strawberry with Highway 101, Mill Valley and the rest of Marin County. It is a designated as State Route 131, and is owned and maintained by Caltrans. Tiburon Boulevard between the Town of Tiburon/Strawberry border and Trestle Glen Boulevard is a 0.58-mile four-vehicular lane boulevard which transitions to two travel lanes and center-turn pockets approximately 600 feet west of Trestle Glen Boulevard. Class III bicycle facilities exist on Trestle Glen Boulevard but have no marked connection on Tiburon Boulevard.

The roadway's travel lane shoulders in each direction are generally 8 feet wide, but vary between less than 6 feet up to 12 feet in some locations. There are no designated bicycle facilities, and high peak traffic volumes and speeds make it uncomfortable for bicyclists to ride without seperation from vehicular lanes.

PROJECT DESCRIPTION

The project would provide buffered bicycle lanes on Tiburon Boulevard between the Town of Tiburon/Strawberry border and Trestle Glen Boulevard to improve bicyclist safety and east-west bicycle network connectivity. The project would include the following:

- Provision of 5-foot wide bicycle lanes with 3-foot buffered separation from vehicular travel lanes. Where existing shoulder widths are more than 8-foot, bicycle lane widths could be increased. In spot locations where shoulder widths are less, the buffer would be decreased or removed.
- The majority of this project can be completed within existing striping alignments; in spot locations where shoulder is less than four-foot, new striping alignment will be necessary.

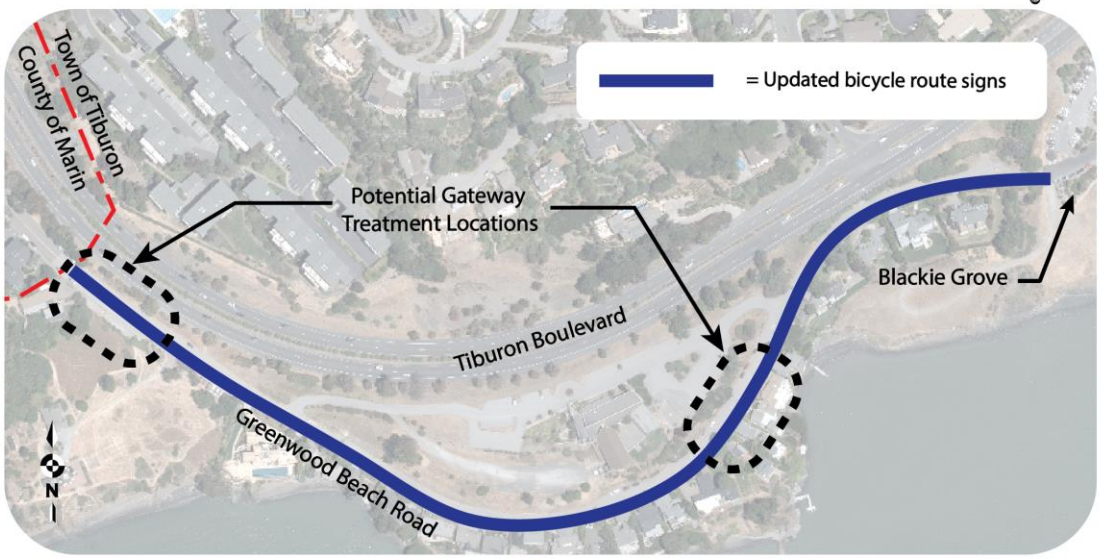
COST ESTIMATE

Design	$22,500
Environmental Planning and Permitting	$15,000
Construction Management	$12,000
Construction	$150,000
Contingency	$37,500
Total Cost	$237,000

Town of Tiburon - Class III Bicycle Route Upgrades

Greenwood Beach Road- Town/County Border to Blackie's Grove

Vicinity Map and Project Concepts



Gateway Treatment & Proposed Sign Upgrade

Stamped/textured and colored crosswalk

Monument signs and gateway structures

Proposed Bicycle Route
"SLOW ZONE" Sign

EXISTING CONDITIONS

Greenwood Beach Road is a collector street connecting to bicycle, pedestrian, and emergency access on the east and transitions into Greenwood Cove Road at the Town/County border on the west. It is part of the San Francisco Bay Trail Route and Marin County Bicycle Route 10. Numerous bicyclists travel along the route, which has residential uses along part of it. There are no traffic calming measures in place to regulate travel speeds, including for bicyclists.

PROJECT DESCRIPTION

The project would add "SLOW ZONE" signs to the existing class III bicycle route signs between the Town of Tiburon/County border and Blackie's Grove on Greenwood Beach Road to improve multimodal safety and bicyclist awareness. The project could also include a gateway treatment at the County/Town border on Greenwood Beach Road which could calm bicyclist and vehicular traffic and identify the shared nature of the road. The gateway could incorporate a Town entry monument or gateway structure, landscaping, and stamped/textured and colored pavement. Examples of these treatments are shown on the previous page.

COST ESTIMATE

Old Sign Removal, New Sign Purchase, and Installation	$5,000
Gateway Construction	$15,000
Pavement Treatment Feasbility Study	$15,000
Total Cost	$35,000

Appendix E: Town Council Adoption

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TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
July 20, 2016
Agenda Item: AI-3

STAFF REPORT

To: Mayor and Members of the Town Council

From: Town Manager

Subject: Formation of Town Council Ad-Hoc Sub-Committee to assist staff in Capital Project Planning

Reviewed By: _____

BACKGROUND

At the Town Council/Staff Retreat on April 1, 2016, staff presented a proposed framework for capital project planning. If implemented, this framework would provide for a systematic approach to the planning, budgeting and financing of capital projects. It consists of the following steps:

- Development of a Project Portfolio
- Ranking of projects within the portfolio based on a set of established criteria
- Approval of prioritized Project Portfolio and integration into annual budget process
- Review and adjustments to Project Portfolio on annual basis and/or as new projects are identified

Council indicated its interest in pursuing development of this planning process for its obvious benefit as a tool for budgeting, as well as to make the process more open and accountable. Council also supported the formation of a Council ad hoc committee to assist staff in developing this planning tool. Members of the ad hoc Committee would work with staff to develop the criteria used to prioritize potential projects, and approve an initial Project Portfolio for consideration by Council.

ANALYSIS

Staff anticipates the ad hoc committee will have its initial meeting in August, and will be required to meet 3-5 times prior to the development of the proposed 2017-2018 Town budget.

FINANCIAL IMPACT

Formation of the ad hoc committee will have no direct impact to the Towns finances.

RECOMMENDATION

Staff recommends the Town Council:

1. Authorize the formation of a Town Council 2016-2017 Ad Hoc Committee for Capital Project Planning.
2. Appoint 2 members of the Council to the newly formed committee.

Prepared by: Greg Chanis, Town Manager