



## AGENDA

CORTE MADERA TOWN COUNCIL  
AND SANITARY DISTRICT NO. 2 BOARD  
TOWN HALL COUNCIL CHAMBERS  
300 TAMALPAIS DRIVE  
TUESDAY, FEBRUARY 2, 2016  
7:30 P.M.

### 1. CALL TO ORDER, ROLL CALL AND SALUTE TO THE FLAG

### 2. PRESENTATION

#### 2.1 Local Education Funding Update

Presentation by Valerie Pitts, Ed.D., Superintendent of Larkspur-Corte Madera School District

### 3. OPEN TIME FOR PUBLIC DISCUSSION

*Please confine your comments during this portion of the agenda to matters not already on this agenda. Speakers will be limited to three (3) minutes unless otherwise specified by the Mayor or the Presiding Officer.*

*The public will be given an opportunity to speak on each agenda item at the time it is called. The Council may discuss and/or take action regarding any or all of the items listed below. Once the public comment portion of any item on this agenda has been closed by the Council, no further comment from the public will be permitted unless authorized by the Mayor or the council and if so authorized, said additional public comment shall be limited to the provision of information not previously provided to the Council or as otherwise limited by order of the Mayor or Council.*

### 4. TOWN MANAGER AND COUNCIL REPORTS

- Town Manager Report
- Director of Planning & Building Report: Update on Tamal Vista East Corridor Study - Council Reports

### 5. CONSENT CALENDAR

*The purpose of the Consent Calendar is to group items together which are routine or have been discussed previously and do not require further discussion. They will be approved by a single motion. Any member of the Town Council, Town Staff, or the Public may request removal of an item for discussion. Rescheduling of the item(s) will be at the discretion of the Mayor and Town Council.*

- 5.I. Waive Further Reading And Authorize Introduction And/Or Adoption Of Ordinances And Resolutions By Title Only

This item contains standard language authorizing Town Council to introduce and/or adopt Resolutions and Ordinances by Title only and waive further reading.

- 5.II. Transmittal Of September 30, 2015 Summary Financial Report (Interim Reports On Cash Basis)

Report from George T. Warman, Jr., Director of Administrative Services/Town Treasurer

Documents: [5.II 9.30.15 SUMMARY FINANCIAL REPORT INTERIM REPORTS ON CASH BASIS.PDF](#)

- 5.III. Approve Warrants And Payroll For The Period 1/15/16 Through 1/27/16:  
Warrant Check Numbers 212800 through 212916, Payroll Check Numbers 5108 through 5122, Payroll Direct Deposit Numbers 28680 through 28800, and Payroll Wire Transfer Numbers 1958 through 1966.

Report from George T. Warman, Jr., Director of Administrative Services/Town Treasurer

Documents: [5.III PAYROLL AND DEMANDS 1.15.16 TO 1.27.16.PDF](#)

## 6. PUBLIC HEARINGS: None

## 7. BUSINESS ITEMS

- 7.I. Consideration And Possible Action To Approve Specific Expenditures Related To The \$50,000 Budgeted For Centennial Activities  
Report from David Bracken, Town Manager

Documents: [7.I CONSIDERATION OF SPECIFIC EXPENDITURES RELATED TO CENTENNIAL ACTIVITIES.PDF](#)

- 7.II. Consideration And Possible Action To Approve The Expenditure Related To The Centennial Event "Pint Of Luck Beer Garden"  
Report from Mario Fiorentini, Director of Recreation and Leisure Services

Documents: [7.II APPROVE PARKS AND REC CENTENNIAL EVENT PINT OF LUCK BEER GARDEN.PDF](#)

- 7.III. Discussion Of Information Related To The Gravel Parking Lot And Status Report On Proposed Restoration Hardware Project At The Village. Discussion Will Include Brief Description Of The Project, The Application Process For The Project, And Information Related To Ownership And Use Of The Gravel Lot.

Report from Adam Wolff, Director of Planning and Building and David Bracken, Town Manager

Documents: [7.III STATUS REPORT ON PROPOSED RESTORATION HARDWARE PROJECT.PDF](#)

- 7.IV. Consideration And Possible Action To Approve A Contract For The Environmental Consulting Firm Of GHD To Prepare Phase 2 Of The Environmental Impact Report (EIR) For The Village At Corte Madera 2016 Expansion Project (Restoration Hardware) Under The Direction Of Town Staff And Paid For By The Applicant - Corte Madera Village, LLC

Report from Phil Boyle, Senior Planner

Documents: [7.IV CONTRACT WITH GHD TO PREP PHASE 2 OF EIR FOR VILLAGE OF CM 2016 EXPANSION PROJECT.PDF](#)

- 7.V. Consideration And Possible Action To Approve Utilization Of PEG Funds For Purchase Of Video Equipment For Town Council Chambers For Broadcasting And Webcasting Of Town Council

Meetings And To Work With The Community Media Center Of Marin Regarding Setup, Installation And Video Production Services.

Report from Rebecca Vaughn, Town Clerk

Documents: [7.V CONSIDERATION OF VIDEOGRAPHY OPTIONS FOR TOWN COUNCIL MEETING.PDF](#)

- 7.VI. Ratification Of Council Parks And Recreation Subcommittee Recommendation For Appointment Of Nathan Blomgren To The Parks And Recreation Commission To Serve The Remainder Of An Unexpired Term Ending On June 30, 2017.

Report from Rebecca Vaughn, Town Clerk

Documents: [7.VI APPOINTMENT TO PARKS AND RECREATION COMMISSION.PDF](#)

- 7.VII. Review Of Draft February 16, 2016 Town Council Agenda

Documents: [7.VII REVIEW OF 2.16.16 DRAFT AGENDA.PDF](#)

- 7.VIII. Approval Of Minutes Of The January 19, 2016 Town Council Meeting

Documents: [7.VIII 01.19.16 DRAFT CORTE MADERA COUNCIL MINUTES.PDF](#)

## 8. CLOSED SESSION

### CONFERENCE WITH REAL PROPERTY NEGOTIATORS

**Property:** Gravel overflow parking lot on Redwood Highway (north of Nordstrom at The Village at Corte Madera) APN 024-032-19

**Agency negotiator:** David Bracken

**Negotiating parties:** Macerich (Garrett Newland and Cecily Barclay)

**Under negotiation:** Whether, and under what terms, the property could potentially be leased or sold.

### PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: Town Manager

## 9. ADJOURNMENT

TOWN COUNCIL STAFF REPORTS ARE USUALLY AVAILABLE BY 5:00 P.M., FRIDAY PRIOR TO THE COUNCIL MEETING, AND MAY BE OBTAINED AT THE CORTE MADERA TOWN HALL, OR BY CALLING 927-5050. AGENDA ITEMS ARE AVAILABLE FOR REVIEW AT CORTE MADERA LIBRARY, FIRE STATION 13 (5600 PARADISE DRIVE) AND THE TOWN HALL. IF YOU CHALLENGE THE ACTION OF THE TOWN COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS AGENDA, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE TOWN CLERK, AT OR PRIOR TO THE PUBLIC HEARING.

Any member of the public may request placement of an item on the agenda by submitting a request to the Town Clerk. The public is encouraged to contact the Town Manager at 415-927-5050 for assistance on any item between Council meetings.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at 415-927-5086. For auxiliary aids or services or other reasonable accommodations to be provided by the Town at or before the meeting please notify the Town Clerk at least 3 business days (the Thursday before the meeting) in advance of the meeting date. If the town does not receive timely notification of your reasonable request, the town may not be able to make the necessary arrangements by the time of the meeting.

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To sign up to receive automatic notifications regarding meetings and agendas, please visit the Town's website at <http://www.townofcortemadera.org> and click on "Notify Me" to register, or email the Town Clerk at: [rvaughn@tcmmail.org](mailto:rvaughn@tcmmail.org).

THIS MATERIAL HAS BEEN REVIEWED  
BY THE TOWN MANAGER

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CORTE MADERA TOWN COUNCIL  
TRANSMITTAL REPORT

Report Date: January 26, 2016  
Meeting Date: February 2, 2016

**TO:** TOWN MANAGER, MAYOR AND TOWN COUNCIL

**FROM:** GEORGE T. WARMAN, JR., DIRECTOR OF ADMINISTRATIVE SERVICES/TOWN TREASURER

**SUBJECT:** TRANSMITTAL OF SEPTEMBER 30, 2015 SUMMARY FINANCIAL REPORT (INTERIM REPORTS ON CASH BASIS)

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**BACKGROUND**

Attachment #1 contains the Summary Financial Report for the period July 1, 2015 through September 30, 2015. Interim Financial Reports are on a cash basis. After fiscal year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis. This report includes payrolls through September 27<sup>th</sup>, cash receipts through September 30<sup>th</sup>, cash disbursements through September 30<sup>th</sup>, and journal entries through September 30<sup>th</sup>.

The Summary Financial Report summarizes the accounting system's "General Ledger Trail Balance Report" (presently 72 pages), the "Revenue Status Report" (presently 38 pages), and the "Expenditure Status Report" (presently 92 pages). The Report is referenced in the Audited Financial Statements (present references on pages 113, 117, and 119 of June 30, 2014 Audited Financial Statements).

**ORGANIZATION OF REPORT**

The Report is divided into six sections as follows:

**General Fund Grouping (Pages 1-3)**

This includes all funds that close at year end to the General Fund.

**Capital Projects Fund Grouping (Pages 4-6)**

This includes all Capital Project Funds except Sewer Fund Capital Projects and projects that include General Fund Street Impact Fees, Park & Recreation Capital Fees, and Sales Tax Override projects.

**Corte Madera Sales Tax Override Fund (Page 7)**

This page shows detail on the Sales Tax Override which closes to the General Fund.

**Sewer Fund Grouping (Pages 8-9)**

This includes all Sewer Funds.

**Other Funds Grouping (Pages 10-11)**

This includes the Corte Madera Chamber of Commerce Transient Tax, the Park Madera Center Funds, The Age-Friendly Corte Madera Independent Activity, and the Self-Insurance Funds.

**Reconciliation Section (Pages 12-14)**

This section reconciles the Summary Report to the Revenue Status Report (page 12), the Expenditure Status Report (Page 13), and the Opening Fund Balances to Closing Fund Balances (page 14).

**ORGANIZATION WITHIN FUND GROUPING**

Each fund grouping begins with “Opening Fund Balance” which is followed by “Revenues”, then “Expenditures”, then “Transfers & Adjustments” and finally “Closing Fund Balance”. The detail of both Opening and Closing Fund Balances is shown in each grouping.

**ANALYSIS OF OPENING FUND BALANCES**

The FY 2015-2016 and FY 2016-2017 Adopted Operating Budgets estimate the Operating Budgets Opening Fund Balances for FY 2015-2016 on Pages S2 & S3. These estimates are based on the worksheet on Page S6. The Adopted Capital Projects Budgets for FY 2015-2016 and FY 2016-2017 estimate the Capital Projects Opening Fund Balances on Page 11 of the Capital Projects Budget for FY 2015-2016. Below is the comparison between estimates and actual opening balances.

	<u>Estimate</u>	<u>Actual</u>	<u>Variance</u>
General Fund Grouping	5,891,000	6,602,688	711,688
Capital Projects Fund Grouping	1,484,000	1,552,759	68,759
Sewer Fund Grouping	4,820,000	4,497,856	(322,144)
All Other Funds Grouping	<u>(1,845,000)</u>	<u>(1,806,676)</u>	<u>38,324</u>
TOTAL	10,350,000	10,846,627	496,627

The new Sales Tax Override, the improving economy and associated development projects are the primary cause of the improving fund balances of the General Fund Grouping. The June 30, 2015 Summary Financial Report is on the website if one wishes to examine the variances.

### ANALYSIS OF REVENUES

	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Total Received</u>	<u>% Received</u>	<u>Remaining Balance</u>
General Fund Grouping	20,174,000	20,174,000	1,664,461	8.3	18,509,539
Capital Projects Fund Grouping	2,021,100	2,021,100	38,729	1.9	1,982,371
Sewer Fund Grouping	5,908,000	5,908,000	19,895	0.3	5,888,105
All Other Funds Grouping	<u>1,366,500</u>	<u>1,366,500</u>	<u>339,493</u>	<u>24.8</u>	<u>1,027,007</u>
TOTAL	29,469,600	29,469,600	2,062,578	7.0	27,407,022

The Town does not start receiving the bulk of its revenue until December 15<sup>th</sup> when the first installment of Property Taxes, Special Taxes and the Sewer Service Charge are received from the County of Marin as well as the collection of other locally administered revenues.

### ANALYSIS OF EXPENDITURES

	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Total Expended/ Encumbered</u>	<u>% Expended</u>	<u>Remaining Balance</u>
General Fund Grouping	19,346,600	19,410,100	5,235,546	27.0	14,174,554
Capital Projects Fund Grouping	1,895,100	1,895,100	88,294	4.7	1,806,806
Sewer Fund Grouping	4,368,300	4,368,300	1,406,822	32.2	2,961,478
All Other Funds Grouping	<u>1,483,100</u>	<u>1,483,100</u>	<u>351,667</u>	<u>23.7</u>	<u>1,131,433</u>
TOTAL	27,093,100	27,156,600	7,082,329	26.1	20,074,271

The Capital Projects Budget was adopted on October 6<sup>th</sup> and the loading into the Accounting System was done on October 28<sup>th</sup>. This explains why few transactions are reflected in those items shown in the Capital Projects sections.

### ANALYSIS OF TRANSFERS & ADJUSTMENTS

Nothing to report.

### ANALYSIS OF CLOSING FUND BALANCE

Page 14 of the Report shows the Total Fund Balance dropping from \$10,846,627 to \$5,826,876 or by \$5,019,751. This reflects the lag in receiving the allocation of Property Taxes, Special Taxes and the Sewer Service Charge from the County of Marin on December 15<sup>th</sup> as well as the collection of other locally administered revenues.

**BUDGET ADJUSTMENTS**

<u>Item</u>	<u>Amounts</u>
Marin Audubon Society Land Acquisition July 7 <sup>th</sup> <b>Expenditures:</b>	10,000
Reed School District Bussing August 18 <sup>th</sup> <b>Expenditures:</b>	25,000
Battalion Chief's Compensation Increase August 18 <sup>th</sup> <b>Expenditures:</b>	13,000
Town Manager Compensation Increase September 15 <sup>th</sup> <b>Expenditures:</b>	15,500
Totals: <b>Expenditures:</b>	<b>63,500</b>

## CLOSING COMMENT

Attachment #2 contains brief explanations by the six Department Heads.

This transmittal and Report are also on the Town website.



George T. Warman, Jr.  
Director of Administrative Services/Town Treasurer

### **ATTACHMENT:**

1. Summary Financial Report September 30, 2015
2. Reports of Department Heads
  - a. Director Administrative Services
  - b. Director of Emergency Services
  - c. Director of Planning & Building
  - d. Director of Public Works (Engineering & Administration)
  - e. Director of Public Works (Field Maintenance & Operations)
  - f. Director of Recreation & Leisure Services

ATTACHMENT #1

Summary Financial Report September 30, 2015

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
GENERAL FUND

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
OPENING BALANCE July 1, 2015	5,891,000	6,602,700	6,602,688	0	6,602,688	100.0	12
TOTAL REVENUES	20,174,000	20,174,000	1,664,461	0	1,664,461	8.3	18,509,539
TOTAL EXPENDITURES	(19,346,600)	(19,410,100)	(5,197,933)	(37,613)	(5,235,546)	27.0	(14,174,554)
TRANSFERS & ADJUSTMENTS							
To Capital Improve Fund	(145,000)	(145,000)	0	0	0	0.0	(145,000)
To Park Madera Center Fund	(138,600)	(138,600)	0	0	0	0.0	(138,600)
Inventory Adjustment	0	0	0	0	0	0.0	0
ACTUAL CLOSING BALANCE SEPTEMBER 30, 2015	6,434,800	7,083,000	3,069,216	(37,613)	3,031,603	42.8	4,051,397

COLUMN III + IV = V: 3,069,216 + (37,613) = 3,031,603 COLUMN V + VII = COLUMN II: 3,031,603 + 4,051,397 = 7,083,000

FUND #	FUND TITLE	SEGREGATION OF TOTAL FUND BALANCE		FUND #		
		AT 07/01/15	AT 09/30/15			
				101	(7,559,936.97)	Open Balance
101	General Fund Reserve	1,500,000	1,500,000	102	0.00	Revenue Control
101	General Fund-Operations	(3,875,863)	(7,589,258)	105	0.00	Expend Control
101	Inventories & Cash On Hand	3,556	3,556	111	(10,295.71)	Trans Equip
104	Equipment Replacement	4,686,436	4,637,987	115	138.00	Trans Park Madera
104	Encumbrances	0	(37,613)	116	(8,685.36)	
120	Sales Tax Override	3,065,872	3,236,472	301	24,287.15	
188	Street Impact Fees	415,066	472,839	401	57,018.69	
303	Park & Recreation Capital Fees	807,621	807,620	501	(30,990.26)	
				601	(28,144.39)	
		6,602,688	3,031,603	701	(32,649.38)	
					(7,589,258.23)	
						(7,559,936.97)

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
GENERAL FUND

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
<b>REVENUES</b>							
Property Taxes	4,510,000	4,510,000	573	0	573	0.0	4,509,427
Swapped MVLF Backfill	837,000	837,000	0	0	0	0.0	837,000
Sales Taxes	6,300,000	6,300,000	341,400	0	341,400	5.4	5,958,600
Sales Tax Override	2,500,000	2,500,000	170,600	0	170,600	6.8	2,329,400
Transient Occupancy Taxes	737,000	737,000	178,010	0	178,010	24.2	558,990
Franchise Taxes	1,106,000	1,106,000	0	0	0	0.0	1,106,000
Business License Taxes	515,000	515,000	24,721	0	24,721	4.8	490,279
Real Property Transfer Taxes	90,000	90,000	22,850	0	22,850	25.4	67,150
Paramedic Special Tax	496,000	496,000	0	0	0	0.0	496,000
Fines	30,000	30,000	4,128	0	4,128	13.8	25,872
Interest Earnings	0	0	0	0	0	0.0	0
Leases	49,000	49,000	14,297	0	14,297	29.2	34,703
State Property Tax Relief	22,000	22,000	0	0	0	0.0	22,000
State Mandated Cost Reimb	0	0	0	0	0	0.0	0
State Excess MVLF'S	0	0	0	0	0	0.0	0
State Gas Tax 2107 & 2107.5	72,000	72,000	9,396	0	9,396	13.1	62,604
State Public Safety Sales Tax	81,000	81,000	19,758	0	19,758	24.4	61,242
State Disability Access Fee	3,000	3,000	138	0	138	4.6	2,862
State Fire Disaster Reimb	0	0	26,512	0	26,512	0.0	(26,512)
Building Charges	404,000	404,000	138,727	0	138,727	34.3	265,273
Engineering Charges	125,000	125,000	30,664	0	30,664	24.5	94,336
Planning Charges	120,000	120,000	22,573	0	22,573	18.8	97,427
Recreation Charges	868,000	868,000	397,752	0	397,752	45.8	470,248
Park/Rec Facilities Capital Fees	150,000	150,000	0	0	0	0.0	150,000
Fiscal Services - Sewer Fund	50,000	50,000	12,501	0	12,501	25.0	37,499
Ambulance Charges	820,000	820,000	119,880	0	119,880	14.6	700,120
Fire Charges	50,000	50,000	6,335	0	6,335	12.7	43,665
Other Service Charges	0	0	0	0	0	0.0	0
Finance Cost Recovery	6,000	6,000	1,360	0	1,360	22.7	4,640
Finance Assessment Districts	7,000	7,000	6,875	0	6,875	98.2	125
Public Works Cost Recovery	0	0	6,050	0	6,050	0.0	(6,050)
Parks Maintenance & Operation	15,000	15,000	0	0	0	0.0	15,000
Street Impact Fees	200,000	200,000	57,773	0	57,773	28.9	142,227
Other Revenue	11,000	11,000	51,588	0	51,588	469.0	(40,588)
Annual Adjust Compensated Absences	0	0	0	0	0	0.0	0
Marking Investments to Market (Paper Transaction Only)	0	0	0	0	0	0.0	0
<b>TOTAL GENERAL FUND</b>							
REVENUES	20,174,000	20,174,000	1,664,461	0	1,664,461	8.3	18,509,539

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
GENERAL FUND

PAGE -3-

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
EXPENDITURES							
Mayor & Council	(92,500)	(127,500)	(39,467)	0	(39,467)	31.0	(88,033)
Legal Services	(130,000)	(130,000)	(24,678)	0	(24,678)	19.0	(105,322)
Administration	(538,100)	(553,600)	(175,187)	0	(175,187)	31.6	(378,413)
Administrative Services	(722,800)	(722,800)	(193,544)	0	(193,544)	26.8	(529,256)
Property Tax Collection	(57,000)	(57,000)	0	0	0	0.0	(57,000)
"OPEB" Liability	(930,000)	(930,000)	(87,565)	0	(87,565)	9.4	(842,435)
Marin Emergency Radio Authority	(62,500)	(62,500)	(62,427)	0	(62,427)	99.9	(73)
Marin Telecommunications Agency	(24,000)	(24,000)	(15,731)	0	(15,731)	65.5	(8,269)
Transportation Authority of Marin	(16,000)	(16,000)	(19,973)	0	(19,973)	124.8	3,973
Marin LAFCO	(10,000)	(10,000)	(10,563)	0	(10,563)	105.6	563
Marin General Services Authority	(10,000)	(10,000)	(8,529)	0	(8,529)	85.3	(1,471)
Marin Housing Authority	(22,000)	(22,000)	(18,507)	0	(18,507)	84.1	(3,493)
Animal Control Services	(85,000)	(85,000)	(41,926)	0	(41,926)	49.3	(43,074)
Police Services	(3,003,000)	(3,003,000)	(750,750)	0	(750,750)	25.0	(2,252,250)
Police Facility Land	(79,400)	(79,400)	(39,707)	0	(39,707)	50.0	(39,693)
4th of July Program	(11,000)	(11,000)	(10,351)	0	(10,351)	94.1	(649)
100th Town Anniversary	(50,000)	(50,000)	(877)	0	(877)	1.8	(49,123)
Fire Department	(4,995,300)	(5,008,300)	(2,180,710)	0	(2,180,710)	43.5	(2,827,590)
Disaster Preparedness	(30,800)	(30,800)	(393)	0	(393)	1.3	(30,407)
Planning	(605,600)	(605,600)	(172,747)	0	(172,747)	28.5	(432,853)
Building Regulation	(484,600)	(484,600)	(144,338)	0	(144,338)	29.8	(340,262)
Engineering & Public Works Admin	(491,300)	(491,300)	(146,681)	0	(146,681)	29.9	(344,619)
Flood Control & Storm Drainage	(719,600)	(719,600)	(122,362)	0	(122,362)	17.0	(597,238)
Parks & Beautification	(1,129,000)	(1,129,000)	(297,616)	0	(297,616)	26.4	(831,384)
Street Maintenance	(630,300)	(630,300)	(130,662)	0	(130,662)	20.7	(499,638)
Traffic Signals, Signs, Stripping	(121,000)	(121,000)	(8,574)	0	(8,574)	7.1	(112,426)
Street Sweeping	(88,400)	(88,400)	(13,359)	0	(13,359)	15.1	(75,041)
Street Lighting	(80,600)	(80,600)	(10,659)	0	(10,659)	13.2	(69,941)
NPDES	(81,200)	(81,200)	(13,372)	0	(13,372)	16.5	(67,828)
State Disability Access Fee	0	0	0	0	0	0.0	0
Community Center	(634,600)	(634,600)	(61,284)	0	(61,284)	9.7	(573,316)
Outdoor Facilities	(222,500)	(222,500)	(113,629)	0	(113,629)	51.1	(108,871)
Neil Cummins Gym	(135,700)	(135,700)	(41,362)	0	(41,362)	30.5	(94,338)
Afterschool Program	(124,800)	(124,800)	(33,151)	0	(33,151)	26.6	(91,649)
Summer Program	(257,700)	(257,700)	(158,803)	0	(158,803)	61.6	(98,897)
Equipment & Machinery Replacement	(170,000)	(170,000)	(48,449)	(37,613)	(86,062)	50.6	(83,938)
Street Impact Fees	0	0	0	0	0	0.0	0
Surface Repairs	0	0	0	0	0	0.0	0
Overlays 15-005 (110,000 in CP)	(435,000)	(435,000)	0	0	0	0.0	(435,000)
Slurry Seals	0	0	0	0	0	0.0	0
GIS	0	0	0	0	0	0.0	0
Pavement Management Update	0	0	0	0	0	0.0	0
Park & Recreation Capital Fees	(265,000)	(265,000)	0	0	0	0.0	(265,000)
Sales Tax Override	(1,800,300)	(1,800,300)	0	0	0	0.0	(1,800,300)
TOTAL GENERAL FUND EXPENDITURES	(19,346,600)	(19,410,100)	(5,197,933)	(37,613)	(5,235,546)	27.0	(14,174,554)

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*

Period 03  
September 2015

CAPITAL PROJECTS (EXCLUDES SEWER FUND CAPITAL PROJECTS)

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
OPENING BALANCE July 1, 2015	1,484,000	1,552,800	1,552,759	0	1,552,759	100.0	41
REVENUES							
Interest Earnings**	2,500	2,500	861	0	861	34.4	1,639
Gas Tax 2103	135,000	135,000	7,981	0	7,981	5.9	127,019
Gas Tax 2105	60,000	60,000	8,948	0	8,948	14.9	51,052
Gas Tax 2106	50,000	50,000	6,918	0	6,918	13.8	43,082
TAM Sales Tax Override	110,000	110,000	0	0	0	0.0	110,000
Affordable Housing Fees	0	0	0	0	0	0.0	0
Storm Drainage Special Tax	640,000	640,000	0	0	0	0.0	640,000
Safe Pathways To School (10) (TAM)	244,000	244,000	0	0	0	0.0	244,000
San Clemente Access (SF Bay Trail) (TAM)	128,000	128,000	0	0	0	0.0	128,000
State Bike Transportation	170,000	170,000	0	0	0	0.0	170,000
State Beverage Container	5,000	5,000	0	0	0	0.0	5,000
Zero Waste Marin County	14,000	14,000	14,021	0	14,021	100.2	(21)
Safe Pathways to School (15) (TAM)	90,000	90,000	0	0	0	0.0	90,000
Marin Parks Measure "A"	70,000	70,000	0	0	0	0.0	70,000
Entry Sign Donation	30,000	30,000	0	0	0	0.0	30,000
P G & E Rebate Funding	272,600	272,600	0	0	0	0.0	272,600
Westside Park-In-Lieu Fees	0	0	0	0	0	0.0	0
Traffic Mitigation Fees	0	0	0	0	0	0.0	0
TOTAL CAPITAL PROJECTS REVENUES	2,021,100	2,021,100	38,729	0	38,729	1.9	1,982,371

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

\*\* INTEREST BREAKOUT

#108	0	0	87.52
#140	2,500	2,500	773.13
TOTAL	2,500	2,500	860.65

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*

PAGE -5-

Period 03  
September 2015

CAPITAL PROJECTS (EXCLUDES SEWER FUND CAPITAL PROJECTS)

	I Original Budget	II Adjusted Budget	III Received Or Expended	IV Encumbered	V Total Received/ Expend/Encum	VI Percentage Received Or Used	VII Remaining Balance
<b>EXPENDITURES</b>							
Slurry Seal 15-026	(80,000)	(80,000)	0	0	0	0.0	(80,000)
Overlay 15-005 (435,000 In SIF)	(110,000)	(110,000)	0	0	0	0.0	(110,000)
Barrier Removal Implementation 15-022	(35,000)	(35,000)	(578)	0	(578)	1.7	(34,422)
Sidewalk, Curb & Gutter Repairs 15-808	(50,000)	(50,000)	(9,475)	0	(9,475)	19.0	(40,525)
High Canal Bridge Pathway 14-003	(170,000)	(170,000)	0	0	0	0.0	(170,000)
Street Repairs 15-809	(75,000)	(75,000)	(10,830)	0	(10,830)	14.4	(64,170)
Guard Rail Replacements 15-810	(20,000)	(20,000)	0	0	0	0.0	(20,000)
Pedestrian Stairs & Pathways 15-811	(25,000)	(25,000)	0	0	0	0.0	(25,000)
CM Ave Path Improve 15-010	(20,000)	(20,000)	0	0	0	0.0	(20,000)
FEMA Loma Out Mailer 15-704	(7,500)	(7,500)	0	0	0	0.0	(7,500)
Mariner Cove/Marina Village 15-001	0	0	(10,100)	0	(10,100)	0.0	10,100
33-42 El Camino St Dr Repl 15-020	(60,000)	(60,000)	0	0	0	0.0	(60,000)
Golden Hind/Ebbtide Gate 13-002	(10,000)	(10,000)	0	0	0	0.0	(10,000)
Golden Hing/Cay Psg Imp 15-014	(25,000)	(25,000)	(1,098)	0	(1,098)	4.4	(23,902)
Corrugated Metal Pipe Replacement 15-807	(50,000)	(50,000)	0	0	0	0.0	(50,000)
Flood Hazard Mailer 15-705	(5,000)	(5,000)	0	0	0	0.0	(5,000)
Infrastructure Management-GIS 15-706	(5,000)	(5,000)	0	0	0	0.0	(5,000)
Emergency Drainage Repairs 15-801	(65,000)	(65,000)	0	0	0	0.0	(65,000)
Paradise Dr Bike Way 15-025	(244,000)	(244,000)	0	0	0	0.0	(244,000)
General Plan Maint. Fee 15-410	(15,000)	(15,000)	0	0	0	0.0	(15,000)
Tamal Vista East Corridor Study 15-408	(75,000)	(75,000)	0	0	0	0.0	(75,000)
Zero Waste Cycle 1-4 15-002	(56,000)	(56,000)	0	(56,213)	(56,213)	100.4	213
Zero Waste Cycle 5 15-018	(14,000)	(14,000)	0	0	0	0.0	(14,000)
Beverage Container 15-017	(10,000)	(10,000)	0	0	0	0.0	(10,000)
Tamalpais Dr Ped Cross 15-003	(90,000)	(90,000)	0	0	0	0.0	(90,000)
LED Lighting Conversion 14-006	(272,600)	(272,600)	0	0	0	0.0	(272,600)
Long Term Financial Plan	(25,000)	(25,000)	0	0	0	0.0	(25,000)
Entry Sign at Town Center	(30,000)	(30,000)	0	0	0	0.0	(30,000)
Town Park Irrigation Control 15-805	(30,000)	(30,000)	0	0	0	0.0	(30,000)
Pixley Lagoon Restore 15-012	(15,000)	(15,000)	0	0	0	0.0	(15,000)
Green Room Stairs 15-806	(15,000)	(15,000)	0	0	0	0.0	(15,000)
Water Fountains 15-403	(8,000)	(8,000)	0	0	0	0.0	(8,000)
Skate Park Improve 15-407	(25,000)	(25,000)	0	0	0	0.0	(25,000)
Paradise Dr Sidewalk 15-007	(128,000)	(128,000)	0	0	0	0.0	(128,000)
Transportation Impact Fee Update 15-409	(30,000)	(30,000)	0	0	0	0.0	(30,000)
<b>TOTAL CAPITAL PROJECTS</b>							
<b>EXPENDITURES</b>	<b>(1,895,100)</b>	<b>(1,895,100)</b>	<b>(32,081)</b>	<b>(56,213)</b>	<b>(88,294)</b>	<b>4.7</b>	<b>(1,806,806)</b>

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*

Period 03  
September 2015

CAPITAL PROJECTS (EXCLUDES SEWER FUND CAPITAL PROJECTS)

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
TRANSFERS & ADJUSTMENTS							
To Capital Improve Fund							
From General Fund	145,000	145,000	0	0	0	0.0	145,000
ACTUAL CLOSING							
BALANCE SEPTEMBER 30, 2015	1,755,000	1,823,800	1,559,407	(56,213)	1,503,194	82.4	320,606

COLUMN III + IV = V: 1,559,407 + (56,213) = 1,503,194 COLUMN V + VII = COLUMN II: 1,503,194 + 320,606 = 1,823,800

SEGREGATION OF TOTAL FUND BALANCE

FUND #	FUND TITLE	AT 07/01/15	AT 09/30/15
108	Gas Tax 2103		
109	Gas Tax 2105	105,566	102,805
110	Gas Tax 2106	0	8,371
114	TAM Sales Tax Override	0	(2,557)
124	Affordable Housing Fund	0	0
140	Storm Drainage Tax Fund	165,391	165,391
140	Encumbrances	1,060,245	1,049,819
170	Capital Improvement Fund	0	0
170	Encumbrances	61,213	75,234
178	Traffic Improvement Fund	0	(56,213)
179	Village Traffic Improvement Fund	(49,524)	(49,524)
304	Marin Parks Measure "A"	133,000	133,000
		76,868	76,868
	TOTAL FUND BALANCE	1,552,759	1,503,194

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the CASH Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
CORTE MADERA SALES TAX OVERRIDE FUND

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
OPENING BALANCE (In General Fund) JULY 1, 2015	3,000,000	3,065,900	3,065,872	0	3,065,872	100.0	28
REVENUE							
Corte Madera Sales Tax Override	2,500,000	2,500,000	170,600	0	170,600	6.8	2,329,400
EXPENDITURES							
Casa Buena St Imp 15-021	(50,000)	(50,000)	0	0	0	0.0	(50,000)
High Canal Bridge Path 14-003	(30,000)	(30,000)	0	0	0	0.0	(30,000)
Pedestrian Cross Time 15-019	(6,000)	(6,000)	0	0	0	0.0	(6,000)
Paradise/Golden Hind Turn 15-006	(110,000)	(110,000)	0	0	0	0.0	(110,000)
Paradise/Prince Royal Cross 15-024	(30,000)	(30,000)	0	0	0	0.0	(30,000)
Pave Mange Plan 15-027	(4,000)	(4,000)	0	0	0	0.0	(4,000)
Push Button LED Red Sign 15-019	(13,300)	(13,300)	0	0	0	0.0	(13,300)
Paradise/El Camino/Seawolf 15-019	(10,000)	(10,000)	0	0	0	0.0	(10,000)
Tamalpais/Sanford Traffic 15-015	(20,000)	(20,000)	0	0	0	0.0	(20,000)
Tamalpais Ped Cross Enhance 15-003	(30,000)	(30,000)	0	0	0	0.0	(30,000)
AQMD Bike Rack Install 15-030	(20,000)	(20,000)	0	0	0	0.0	(20,000)
Cap Proj Develop/Review 15-028	(75,000)	(75,000)	0	0	0	0.0	(75,000)
Fire Dept Vehicle Replacements	(480,000)	(480,000)	0	0	0	0.0	(480,000)
Disaster Preparedness	(20,000)	(20,000)	0	0	0	0.0	(20,000)
Robin Dr Gate Replace 15-802	(25,000)	(25,000)	0	0	0	0.0	(25,000)
Pump Station Lighting 15-803	(7,000)	(7,000)	0	0	0	0.0	(7,000)
Tamalpais/Pixley St Light 15-804	(20,000)	(20,000)	0	0	0	0.0	(20,000)
Flood Control Machinery Replace	(460,000)	(460,000)	0	0	0	0.0	(460,000)
Parks Vehicle Replacements	(105,000)	(105,000)	0	0	0	0.0	(105,000)
Streets Vehicle Replacements	(85,000)	(85,000)	0	0	0	0.0	(85,000)
Street Sweeper Replacement	(200,000)	(200,000)	0	0	0	0.0	(200,000)
TOTAL EXPENDITURES	(1,800,300)	(1,800,300)	0	0	0	0.0	(1,800,300)
ACTUAL CLOSING							
BALANCE SEPTEMBER 30, 2015 (In General Fund)	3,699,700	3,765,600	3,236,472	0	3,236,472	85.9	529,128
TRANSFERS TO GENERAL FUND							
Revenue	(2,500,000)	(2,500,000)	(170,600)	0	(170,600)	6.8	(2,329,400)
Expenditures	1,800,300	1,800,300	0	0	0	0.0	1,800,300

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03

PAGE -8-

September 2015

SEWER FUND (INCLUDES SEWER FUND CAPITAL PROJECTS)

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
OPENING BALANCE July 1, 2015	4,820,000	4,497,900	4,497,856	0	4,497,856	100.0	44
REVENUES							
Property Taxes	2,753,000	2,753,000	6,723	0	6,723	0.2	2,746,277
Interest Earnings	15,000	15,000	2,771	0	2,771	18.5	12,229
Property Tax Relief	15,000	15,000	0	0	0	0.0	15,000
Sewer Service Charges	3,104,000	3,104,000	0	0	0	0.0	3,104,000
Other Service Charges	21,000	21,000	6,195	0	6,195	29.5	14,805
Legal Settlement	0	0	0	0	0	0.0	0
Sewer Connection Fees	0	0	4,206	0	4,206	0.0	(4,206)
TOTAL SEWER FUND REVENUES	5,908,000	5,908,000	19,895	0	19,895	0.3	5,888,105
TOTAL SEWER EXPENDITURES	(4,368,300)	(4,368,300)	(1,011,715)	(395,107)	(1,406,822)	32.2	(2,961,478)
ACTUAL CLOSING BALANCE SEPTEMBER 30, 2015	6,359,700	6,037,600	3,506,036	(395,107)	3,110,929	51.5	2,926,671

COLUMN III + IV = V: 3,506,036 + (395,107) = 3,110,929 COLUMN V + VII = COLUMN II: 3,110,929 + 2,926,671 = 6,037,600

SEGREGATION OF TOTAL FUND BALANCE

FUND #	FUND TITLE	AT 07/01/15	AT 09/30/15		
201	Sewer Operating Fund	0	0	Open Balance	4,497,855.57
201	Sewer Capital Equipment Replacement	315,002	315,002	Revenue Control	19,895.20
260	Sewer Capital Projects Fund	4,182,854	3,191,034	Expend Control	(846,697.49)
260	Encumbrances	0	(395,107)	Expend Control	(160,811.32)
270	Sewer Connection Fee Project Fund	0	0	Expend Control	(4,206.00)
				Encumbrances	(395,107.00)
	TOTAL FUND BALANCE	4,497,856	3,110,929		3,110,928.96

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*

PAGE -9-

Period 03  
September 2015

SEWER FUND (INCLUDES SEWER FUND CAPITAL PROJECTS)

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
<b>OPERATIONAL EXPENDITURES</b>							
Property Tax Collection	(38,000)	(38,000)	0	0	0	0.0	(38,000)
Administration	(386,800)	(386,800)	(62,163)	0	(62,163)	16.1	(324,637)
Maintenance	(1,198,500)	(1,198,500)	(133,676)	(395,107)	(528,783)	44.1	(669,717)
Central Marin Sanitation Agency		0					
Pump Station Maintenance	(300,000)	(300,000)	(17,498)	0	(17,498)	5.8	(282,502)
Treatment & Disposal	(825,000)	(825,000)	(225,127)	0	(225,127)	27.3	(599,873)
Debt Service-WWIP	(650,000)	(650,000)	(408,233)	0	(408,233)	62.8	(241,767)
"FOG" Source Control	(10,000)	(10,000)	0	0	0	0.0	(10,000)
<b>SUB-TOTAL</b>	<b>(3,408,300)</b>	<b>(3,408,300)</b>	<b>(846,697)</b>	<b>(395,107)</b>	<b>(1,241,804)</b>	<b>36.4</b>	<b>(2,166,496)</b>
<b>CAPITAL PROJECTS</b>							
Paradise West Sewer Improvement	(100,000)	(100,000)	0	0	0	0.0	(100,000)
CCTV Inspection Sewer Mains	(100,000)	(100,000)	(21,899)	0	(21,899)	21.9	(78,101)
Assessment/Master Plan Updates	(50,000)	(50,000)	(1,350)	0	(1,350)	2.7	(48,650)
Infrastructure Management-GIS	(10,000)	(10,000)	0	0	0	0.0	(10,000)
Emergency Repairs	(200,000)	(200,000)	0	0	0	0.0	(200,000)
Panagotacos Litigation	0	0	(70,684)	0	(70,684)	0.0	70,684
CCTV Inspection Emergency Repairs	(500,000)	(500,000)	(71,085)	0	(71,085)	14.2	(428,915)
<b>SUB-TOTAL</b>	<b>(960,000)</b>	<b>(960,000)</b>	<b>(165,018)</b>	<b>0</b>	<b>(165,018)</b>	<b>17.2</b>	<b>(794,982)</b>
<b>TOTAL SEWER FUND EXPENDITURES</b>	<b>(4,368,300)</b>	<b>(4,368,300)</b>	<b>(1,011,715)</b>	<b>(395,107)</b>	<b>(1,406,822)</b>	<b>32.2</b>	<b>(2,961,478)</b>

\* Subsequent to year end, conversion to the Modified Accrual Basis is done. The Budget is presented on the Modified Accrual Accounting Basis.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
ALL OTHER FUNDS

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
OPENING BALANCE							
July 1, 2015	(1,845,000)	(1,806,700)	(1,806,676)	0	(1,806,676)	100.0	(24)
REVENUES							
Chamber Transient Taxes	184,000	184,000	44,503		44,503	24.2	139,497
Interest Earnings **	0	0	243		243	0.0	(243)
Leases - Park Madera Center	755,500	755,500	187,997		187,997	24.9	567,503
Age-Friendly Corte Madera	0	0	0		0	0.0	0
Allocation To Self- Insurance Funds	427,000	427,000	106,750		106,750	25.0	320,250
TOTAL ALL OTHER FUNDS							
REVENUES	1,366,500	1,366,500	339,493	0	339,493	24.8	1,027,007
** INTEREST BREAKOUT							
#810	0	0	64.24				
#820	0	0	178.61				
TOTAL	0	0	242.85				

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis. Excludes debt service and operational funds of assessment districts.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
ALL OTHER FUNDS

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
<b>EXPENDITURES</b>							
Chamber Of Commerce	(184,000)	(184,000)	(44,502)	0	(44,502)	24.2	(139,498)
Park Madera Center-Debt Service	(775,000)	(775,000)	(250)	0	(250)	0.0	(774,750)
Park Madera Center-Property Manager	(119,100)	(119,100)	(72,797)	0	(72,797)	61.1	(46,303)
Age-Friendly Corte Madera	0	0	0	0	0	0.0	0
Workers' Comp Self-Insurance	(155,000)	(155,000)	(82,144)	0	(82,144)	53.0	(72,856)
General & Auto Liability Self-Insurance	(219,000)	(219,000)	(125,040)	0	(125,040)	57.1	(93,960)
Property & Vehicle Damage Self-Insurance	(31,000)	(31,000)	(26,934)	0	(26,934)	86.9	(4,066)
<b>TOTAL ALL OTHER FUNDS EXPENDITURES</b>	<b>(1,483,100)</b>	<b>(1,483,100)</b>	<b>(351,667)</b>	<b>0</b>	<b>(351,667)</b>	<b>23.7</b>	<b>(1,131,433)</b>
<b>TRANSFERS &amp; ADJUSTMENTS</b>							
To Park Madera Center Fund From General Fund	138,600	138,600	0	0	0	0.0	138,600
<b>ACTUAL CLOSING BALANCE SEPTEMBER 30, 2015</b>	<b>(1,823,000)</b>	<b>(1,784,700)</b>	<b>(1,818,850)</b>	<b>0</b>	<b>(1,818,850)</b>	<b>101.9</b>	<b>34,150</b>

COLUMN III + IV = V: (1,818,850) + 0 = (1,818,850) COLUMN V + VII = COLUMN II: (1,818,850) + 34,150 = (1,784,700)

SEGREGATION OF TOTAL FUND BALANCE

FUND #	FUND TITLE	AT 07/01/15	AT 09/30/15
102	Chamber of Commerce	0	0
106	Park Madera Center (Modified Accrual Basis)	(2,235,800)	(2,120,848)
305	Age-Friendly Corte Madera	2,083	2,083
810	Workers' Comp. Self-insure (Modified Accrual Basis)	101,431	61,851
820	Gen. & Auto Liability Self-insure (Modified Accrual Basis)	314,704	247,342
830	Property & Vehicle Self-insure (Modified Accrual Basis)	10,906	(9,278)
<b>TOTAL FUND BALANCE</b>		<b>(1,806,676)</b>	<b>(1,818,850)</b>

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis. Excludes debt service and operational funds of assessment districts.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
REVENUE REPORT RECONCILIATION

	I	II	III	IV	V	VI	VII
	Original Budget	Adjusted Budget	Received Or Expended	Encumbered	Total Received/ Expend/Encum	Percentage Received Or Used	Remaining Balance
Period 03-SEPTEMBER, 2015 REVENUE STATUS REPORT	29,469,600	29,469,600	2,062,578.38		2,062,578.38	7.0	27,407,021.62
Less Shoreline Debt Service	0	0	0.00	0	0.00	0.0	0.00
Less Shoreline Maintenance	0	0	0.00	0	0.00	0.0	0.00
Less Old Landing Road Debt Service	0	0	0.00	0	0.00	0.0	0.00
<b>TOTAL REVENUE PER LEDGER</b>	<b>29,469,600</b>	<b>29,469,600</b>	<b>2,062,578.38</b>	<b>0</b>	<b>2,062,578.38</b>	<b>7.0</b>	<b>27,407,021.62</b>
Period 03-SEPTEMBER, 2015 SUMMARY FINANCIAL REPORT REVENUE							
General Fund	20,174,000	20,174,000	1,664,461	0	1,664,461	8.3	18,509,539
Capital Projects	2,021,100	2,021,100	38,729	0	38,729	1.9	1,982,371
Sewer Fund	5,908,000	5,908,000	19,895	0	19,895	0.3	5,888,105
All Other Funds	1,366,500	1,366,500	339,493	0	339,493	24.8	1,027,007
<b>TOTAL REVENUE PER SUMMARY FINANCIAL REPORT</b>	<b>29,469,600</b>	<b>29,469,600</b>	<b>2,062,578</b>	<b>0</b>	<b>2,062,578</b>	<b>7.0</b>	<b>27,407,022</b>

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis. Excludes debt service and operational funds of assesment districts.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
EXPENDITURE REPORT RECONCILIATION

	I Original	II Adjusted	III Received	IV	V Received/	VI Received	VII Remaining
Period 03-SEPTEMBER, 2015							
EXPENDITURE STATUS REPORT	(28,574,100)	(28,637,600)	(6,706,197.06)	(488,932.93)	(7,195,129.99)	25.1	(21,442,470.01)
Less Park Madera Center							
Depreciation	138,000	138,000	0.00	0	0.00	0.0	138,000.00
Less Shoreline Debt Service	0	0	72,472.03	0	72,472.03	0.0	(72,472.03)
Less Shoreline Maintenance	0	0	40.24	0	40.24	0.0	(40.24)
Less General Fixed Assets							
Depreciation	0	0	0.00	0	0.00	0.0	0.00
Less Sewer Fund							
Depreciation	1,300,000	1,300,000	0.00	0	0.00	0.0	1,300,000.00
Less Old Landing Road							
Debt Service	0	0	40,289.54	0	40,289.54	0.0	(40,289.54)
Less Recreation Center							
Depreciation	26,000	26,000	0.00	0	0.00	0.0	26,000.00
Less Neil Cummings Gym							
Depreciation	17,000	17,000	0.00	0	0.00	0.0	17,000.00
Less Self Insurance Funds							
Actuarial Adjustments	0	0	0.00	0	0.00	0.0	0.00
<b>TOTAL EXPENDITURES PER LEDGER</b>	<b>(27,093,100)</b>	<b>(27,156,600)</b>	<b>(6,593,395.25)</b>	<b>(488,932.93)</b>	<b>(7,082,328.18)</b>	<b>26.1</b>	<b>(20,074,271.82)</b>
Period 03-SEPTEMBER, 2015							
SUMMARY FINANCIAL REPORT EXPENDITURES							
General Fund	(19,346,600)	(19,410,100)	(5,197,933)	(37,613)	(5,235,546)	27.0	(14,174,554)
Capital Projects	(1,895,100)	(1,895,100)	(32,081)	(56,213)	(88,294)	4.7	(1,806,806)
Sewer Fund	(4,368,300)	(4,368,300)	(1,011,715)	(395,107)	(1,406,822)	32.2	(2,961,478)
All Other Funds	(1,483,100)	(1,483,100)	(351,667)	0	(351,667)	23.7	(1,131,433)
<b>TOTAL EXPENDITURES PER SUMMARY FINANCIAL REPORT</b>	<b>(27,093,100)</b>	<b>(27,156,600)</b>	<b>(6,593,396)</b>	<b>(488,933)</b>	<b>(7,082,329)</b>	<b>26.1</b>	<b>(20,074,271)</b>

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis. Excludes debt service and operational funds of assessment districts.

TOWN OF CORTE MADERA  
SUMMARY FINANCIAL REPORT  
CASH ACCOUNTING BASIS \*  
Period 03  
September 2015  
FUND BALANCE RECONCILIATION

SEGREGATION OF TOTAL FUND BALANCE

FUND#	FUND TITLE	AT 07/01/15	AT 09/30/15
101	General Fund Reserve	1,500,000	1,500,000
101	General Fund - Operations	(3,875,863)	(7,589,258)
101	Inventories & Cash On Hand	3,556	3,556
104	Equipment Replacement	4,686,436	4,637,987
104	Encumbrances	0	(37,613)
120	Corte Madera Sales Tax Override	3,065,872	3,236,472
188	Street Impact Fees	415,066	472,839
303	Park & Recreation Capital Fees	807,621	807,620
108	Gas Tax 2103	105,566	102,805
109	Gas Tax 2105	0	8,371
110	Gas Tax 2106	0	(2,557)
114	TAM Sales Tax Override	0	0
124	Affordable Housing Fund	165,391	165,391
140	Storm Drainage Tax Fund	1,060,245	1,049,819
140	Encumbrances	0	0
170	Capital Improvement Fund	61,213	75,234
170	Encumbrances	0	(56,213)
178	Traffic Improvement Fund	(49,524)	(49,524)
179	Village Traffic Improvement Fund	133,000	133,000
304	Marin Parks Measure "A"	76,868	76,868
201	Sewer Operating Fund	0	0
201	Sewer Capital Equipment Replacement	315,002	315,002
260	Sewer Capital Projects Fund	4,182,854	3,191,034
260	Encumbrances	0	(395,107)
270	Sewer Connection Fee Project Fund	0	0
102	Chamber of Commerce	0	0
106	Park Madera Center	(2,235,800)	(2,120,848)
305	Age-Friendly Corte Madera	2,083	2,083
810	Workers' Comp. Self-Insure	101,431	61,851
820	Gen. & Auto Liability Self-Insure	314,704	247,342
830	Property & Vehicle Self-Insure	10,906	(9,278)
	<b>TOTAL FUND BALANCE</b>	<b>10,846,627</b>	<b>5,826,876</b>

RECONCILIATION OF TOTALS

TOTAL OPENING BALANCE	10,846,627
TOTAL REVENUES	2,062,578
TOTAL EXPENDITURES	(7,082,329)
<b>TOTAL CLOSING BALANCE</b>	<b>5,826,876</b>

\* Subsequent to year end, conversion to the Modified Accrual Accounting Basis is done. The Budget is presented on the Modified Accrual Accounting Basis. Excludes debt service and operational funds of assessment districts.

Reports of Department Heads

- a. Director Administrative Services
- b. Director of Emergency Services
- c. Director of Planning & Building
- d. Director of Public Works (Engineering & Administration)
- e. Director of Public Works (Field Maintenance & Operations)
- f. Director of Recreation & Leisure Services

MEMORANDUM

TO: Town Manager, Mayor and Town Council  
FROM: George T. Warman, Jr., Director of Administrative Services/Town Treasurer  
DATE: January 26, 2016  
SUBJECT: Status of Finance Department Budget Activities As of September 30, 2015  
(Cash Basis)

\* \* \* \* \*

Mayor & Council – 31.0%  
Appears OK at this time.

Legal Services – 19.0%  
Appears OK at this time.

Administration – 31.6%  
Appears OK at this time.

Administrative Services – 26.8%  
Appears OK at this time.

Town Property Tax Collection – 0.0%  
Billing from County not yet received.

“OPEB” Liability – 9.4%  
Appears OK at this time.

Marin Emergency Radio Authority – 99.9%  
Total amount due for the fiscal year has been paid.

Marin Telecommunications Agency – 65.5%  
Appears OK at this time.

Transportation Authority of Marin – 124.8%  
Total amount due for the fiscal year has been paid. A budget adjustment of \$4,000 will be recommended at a later date.

Marin LAFCO – 105.6%

Total amount due for the fiscal year has been paid. A budget adjustment of \$600 will be recommended at a later date.

Marin General Services Authority – 85.3%

Total amount due for the fiscal year has been paid. A budget adjustment of (\$1,500) will be recommended at a later date.

Marin Housing Authority – 84.1%

Total amount due for the fiscal year has been paid. A budget adjustment of (\$3,500) will be recommended at a later date.

Animal Control Services – 49.3%

One half of amount due for the fiscal year has been paid.

Police Services – 25.0%

One quarter of the amount due for the fiscal year has been paid.

Police Facility Land – 50.0%

One half of the amount due for the fiscal year has been paid.

4<sup>th</sup> of July Program – 94.1%

Total amount due for the fiscal year has been paid.

100th Town Anniversary – 1.8%

Appears OK at this time.

State Disability Access Fee – 0.0%

An error in budget preparation omitted a \$3,000 amount which is also the revenue figure. A budget adjustment will be recommended at a later date.

Equipment & Machinery Replacement – 50.6%

Appears OK at this time.

Long-Term Financial Plan – 0.0%

Study began in January, 2016.

Sanitary District Property Tax Collection – 0.0%

Billing from County not yet received.

Sanitary District Wet Weather Improvement Project Debt Service – 62.8%

Appears OK at this time.

Chamber of Commerce – 24.2%

A year end budget adjustment will put this at 100% of the 2% received and due to the Chamber of Commerce.

Park Madera Center – Debt Service – 0.0%

Semi-Annual billing not yet received.

Park Madera Center – Property Manager – 61.1%

This budget is on a Cash Basis. Reflects improvements done at beginning of fiscal year.

Age-Friendly Corte Madera – 0.0%

A year end budget adjustment will put this at 100% of the organization's activities. Age-Friendly Corte Madera operates separately from the Town's fiscal office.

Workers' Compensation Self-Insurance – 53.0%

Appears OK at this time.

General & Auto Liability Self-Insurance – 57.1%

Appears OK at this time.

Property & Vehicle Damage Self-Insurance – 86.9%

Appears OK at this time.



George T. Warman, Jr.  
Director of Administrative Services/  
Town Treasurer

MEMORANDUM

TO: Town Manager, Mayor and Town Council  
FROM: George T. Warman, Jr., Director of Administrative Services/Town Treasurer  
DATE: January 28, 2016  
SUBJECT: Status of Fire Department Budget Activities As of September 30, 2015  
(Cash Basis)

\* \* \* \* \*

Fire Department – 43.5%

The CalPERS Unfunded Pension Liability payment for FY 2015-2016 was paid in July of 2015 for the fiscal year totaling \$615,097, which overstates the percentage. Budget appears OK at this time.

Disaster Preparedness – 1.3%

Appears OK at this time.



George T. Warman, Jr.  
Director of Administrative Services/  
Town Treasurer

MEMORANDUM

TO: Town Manager, Mayor and Town Council  
FROM: Adam Wolff, Director of Planning and Building  
DATE: January 29, 2016  
SUBJECT: 2015-2016 First Quarter Summary Financial Report (through September 30, 2016)

**DEPARTMENT EXPENDITURES**

**Building Department** - Account 101-512

Total Department Expenditure Accounts (\$484,600) 29.8% expended

**Planning Department** - Account 101-511

Total Department Expenditure Accounts (\$605,600) 28.5% expended

**CAPITAL PROJECTS**

**Tamal Vista Corridor Study** 0% expended

FY 15-16 budget of \$75,000

**DEPARTMENT REVENUE**

**Building Charges**

\$138,726 34.3%

**Planning Charges**

\$22,572 18.8%

# PUBLIC WORKS ENGINEERING MEMORANDUM



THE TOWN OF  
CORTE MADERA  
MARIN COUNTY CALIFORNIA

To: David Bracken, Town Manager  
 From: Nisha Patel, P.E., Senior Civil Engineer  
 Date: 1/27/16  
 Subject: PWE FY 2015-16 Q1 Finance Notes

The Public Works Engineering and Sanitary District 2 costs listed in the Summary Financial Report on pages 3, 5 (Town) and 9 (SD2) are at levels expected with the first quarter of the fiscal year given the Town Capital Projects Budget was not approved until October 6, 2015. The Finance Director requested departments not expend capital funds until after the budget was approved. The following table includes the operational (Engineering Public Works administration and Sewer District administration) and capital line items for the Town and the Sanitary District 2 with notes regarding their respective expenditure levels and status.

PG#	Item	%	Notes
3	Engineering & Public Works Administration	29.9	A reduction in staffing has kept expenditure amounts at or below expected amounts for the quarter.
5	Slurry Seal (15-026)	0.0	Construction will follow Larkspur's Doherty Drive Improvements Project. Design of Larkspur's project is not yet complete.
3 & 5	Overlay (15-005)	0.0	Design contract was issued. First invoice has been submitted, but not paid. Bidding is planned for Q3 FY15-16, and bid award and construction will be in Q4 FY.
5	Barrier Removal Implementation Plan Improvement Projects (15-022)	1.7	Accessibility locations have been prioritized. Work will coordinate with the Tamalpais Drive Pedestrian Crossing Improvements. Conceptual design is underway, but an invoice has not yet been processed. Plaintiff and Town Attorney coordinated on consent decree requirements. Annual Report was submitted to Plaintiff's attorney in January 2016.
5	Sidewalk, Curb & Gutter Repairs (15-808)	19.0	A few minor repairs were performed.
5 & 7	High Canal Bridge Pathway (14-003)	0.0	Scope change to submit for approval by the funding agency (the State) is under discussion.
5	Street Repairs (15-809)	14.4	Small number of minor repairs were performed.
5	Guard Rail Replacements (15-810)	0.0	Guard Rail Replacements have not yet been needed.
5	Pedestrian Stairs & Pathways (15-811)	0.0	Repairs are made as needed.
5	Corte Madera Ave. Pathway Improvements Project (15-010)	0.0	A rough conceptual plan has been developed by a consultant.
5	FEMA LOMA Out as Shown Mailer (15-704)	0.0	Mailer was sent Q2.
5	Mariner Cove/ Marina Village Drainage Improvements (15-001)	0.0	Design is 95% complete. Bidding is planned for Q3 FY15-16, and bid award and construction will be in Q4 FY. We have incurred design consultant services expenses, but, in error, were not budgeted for this fiscal year. A pending budget amendment would transfer the funds from the project budget of FY 16-17.

5	33-42 El Camino Storm Drain Replacement (15-020)	0.0	Staff investigations were performed. Operations and Maintenance will lead this project.
5	Golden Hind/Ebbtide Gate (13-002)	0.0	Staff is analyzing the situation.
5	Golden Hind/ Cay Passage Improvement- Curb Drains & Pump Station (15-014)	4.4	Design has been completed. Construction is underway, and expected to be completed by the end of February/
5	Corrugated Metal Pipe Replacement (15-807)	0.0	Corrugated metal pipe replacements will be replaced as needed as part of the current 2015/ 2016 Pavement Improvements Project.
5	Flood Hazard Mailer (15-705)	0.0	Flood Hazard Mailer was sent out Q2 FY 15-16.
5	Flood Control Infrastructure Management- GIS Management (15-706)	0.0	None required in Q1.
5	Emergency Drainage Repairs (15-801)	0.0	Repairs are made as needed.
5	Paradise Drive Bikeway Extension- Westward Drive to Upland Circle (15-025)	0.0	Preparing proposal for design consultant services.
5	Zero Waste Implementation Plan (Cycle 1-4) (15-002)	100.4	Under contract with R3. Development of the plan is underway.
5	Zero Waste Projects (Cycle 5) (15-018)	0.0	Work will start in Q4.
5	Beverage Container Recycling (15-017)	0.0	Received grants in the amount of \$10,000. Staff has collected invoices to submit to CalRecycle to confirm compliance and perform reporting as required by the grant requirement.
5 & 7	Tamalpais Drive Pedestrian Crossing Enhancements (15-003)	0.0	Consultant contract awarded for concept plan and work started in Q2.
5	LED Lighting Conversion Project (14-006)	0.0	Fixtures required and locations have been identified. Cost Estimate has been performed.
5	Pixley Lagoon Restoration (15-012)	0.0	Plans and specs. were approved by Council. MOU was executed with the Beautification Committee.
5	Paradise Drive Sidewalk Replacement- San Clemente to Seawolf Passage (15-007)		Transfer of Measure A funds from the Bay Trail project were applied for and approved by TAM. A RFP for design services is being developed.
7	Casa Buena Street Improvements (15-021)	0.0	A rough conceptual plan has been prepared by a consultant.
7	Modification of Pedestrian Crossing Timing (15-019)	0.0	The design has been completed. Reviewing the timing sheets to finalize updates to timing at 14 intersections.
7	Paradise Drive at Golden Hind Left Turn and Pedestrian Crossing Improvements (15-006)	0.0	This project was constructed in the end of Q1 and completed in Q2. Permanent thermoplastic striping will be installed when the area is paved or slurry sealed later in the year.
7	Paradise at Prince Royal Pedestrian Crossing Enhancements (15-024)	0.0	This work needs further analysis and input from the BPAC before design can initiated.
7	Pavement Management Plan Forecasting Schedule (15-027)	0.0	A request for a proposal was sent out, and a proposal was received to perform the engineering services. A grant application for the Pavement Management Plan was submitted, and funding is approved.
7	Removal/ Replacement of Push Buttons, and Installation of LED Countdown Signs (15-019)	0.0	The LED countdown signs have been installed. Most of the push buttons have been replaced.

7	Replacement of Old Signal Head and Framework on Paradise/ El Camino/ Seawolf (15-019)	0.0	The equipment has been ordered, but has not yet come in/ been installed.
7	Tamalpais at Sanford (Casa Buena and Meadowsweet) Traffic Congestion Relief Improvements (15-015)	0.0	Project not started because of staff availability.
7	AQMD Bike Rack Installation (15-030)	0.0	Staff is looking for more useful and feasible bike rack locations than the originally planned locations.
7	Capital Project Development and Review (15-028)	0.0	A proposal has been received to perform a conceptual plan to add bike lanes on Tamal Vista from Madera to Fifer.
7	Tamalpais at Pixley Avenue Electric Replacement (15-804)	0.0	Project not started because of staff availability.
9	Sewer Administration	16.1	A reduction in staffing has kept expenditure amounts at or below expected amounts for the quarter.
9	Paradise West Sewer Improvements (13-201)	0.0	Plans have been prepared by the design consultant. Staff and consultant are further reviewing the plans to finalize a bid set. Bidding and contract award is scheduled for April and June, 2016, resp.
9	CCTV Inspection Sewer Mains	21.9	5% of the sewer lines were inspected this FY.
9	Assessment/ Master Plan Updates	2.7	Assessment and draft Master Plan were completed in Q2. Final Sewer Master Plan will go to Council in Q3.
9	Infrastructure Management- GIS	0.0	GIS services are used as needed.
9	Emergency Repairs	0.0	Many repairs were made in Q2.
9	CCTV Inspection Emergency Repairs	14.2	Repairs identified through CCTV Inspection were constructed.

MEMORANDUM

DATE: 27 January 2016

TO: Town Manager, Mayor and Town Council

FR: Kevin G. Kramer, Director of Public Works: Field Maintenance and Operations

RE: Status of Public Works Field Maintenance and Operations Activities Ending 30  
September 2015

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- Flood Control & Storm Drain Maintenance: 17.0%
- Parks; Landscaping Maintenance & Beautification: 26.4%
- Street Maintenance: 20.7%
- Traffic Signals, Signs & Roadway Striping: 7.1%
- Street Sweeping: 15.1%
- Street Lighting: 13.2%
- NPDES (National Pollution Discharge Elimination System): 16.5%
- Sanitary Sewer Maintenance: 44.1%



**CORTE MADERA  
RECREATION AND LEISURE SERVICES  
QUARTERLY FINANCIAL UPDATE**

**TO: TOWN MANAGER, MAYOR AND TOWN COUNCIL**

**FROM: MARIO FIORENTINI – DIRECTOR OF RECREATION LEISURE SERVICES**

**DATE: JANUARY 28, 2016**

**SUBJECT: STATUS OF RECREATION AND LEISURE SERVICES BUDGET AS OF SEPTEMBER 30, 2015**

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**RECREATION CHARGES (REVENUE) PAGE -2-**

REVENUE SO FAR RECEIVED IS 45.8% OF PROJECTED TOTAL.

**PARK/REC FACILITIES CAPITAL FEES PAGE -2-**

MONEY IS ACCUMULATED IN THIS ACCOUNT OVER THE YEAR AND TRANSFERRED IN TWICE A YEAR (JANUARY AND JUNE). IT FLUCTUATES WITH REVENUE. CURRENTLY AT 0%, AS THE TRANSFER HAS NOT BEEN DONE YET.

**COMMUNITY CENTER EXPENDITURES PAGE-3-**

EXPENDITURE SLIGHTLY LOWER AT THE BEGINNING OF THE FISCAL YEAR, AS MOST OF OUR ACTIVITY IN THE SUMMER IS CONTAINED TO SUMMER PLAYGROUND AND OUTDOOR ACTIVITIES CURRENTLY AT 9.7% OF TOTAL.

**OUTDOOR FACILITIES EXPENDITURES PAGE -3-**

OUTDOOR EXPENDITURE SLIGHTLY HIGHER THAN EXPECTED DUE TO THE EXPANDED SOCCER PROGRAM WE OFFERED THIS YEAR, CURRENTLY AT 51.1% OF TOTAL

**NEIL CUMMINS GYM EXPENDITURES PAGE-3-**

CURRENTLY ON PACE AT 30.5%

**AFTERSCHOOL PROGRAM EXPENDITURES PAGE -3-**

CURRENTLY ON PACE AT 26.6%

**SUMMER PROGRAM**

**PAGE-3-**

**CURRENTLY ON PACE AT 61.6%, WILL STAY ROUGHLY AT THIS LEVEL UNTIL THE BEGINNING OF APRIL / MAY OF 2016 WHEN PLANNING FOR THE UPCOMING SESSION IS WELL UNDER WAY.**

**PARK & RECREATION CAPITAL FEES**

**PAGE-3-**

**CURRENTLY AT 0%**

**DIGITAL MARQUEE – NEED TO GO TO PLANNING COMMISSION AND COUNCIL FOR FINAL APPROVAL**

**GENERAL MAINTENANCE - PROJECTS HAVE BEEN IDENTIFIED FOR CURRENT FISCAL YEAR BUDGET AND WILL BE FINISHED BY THE END OF CURRENT FISCAL YEAR.**

**MARIN PARKS MEASURE “A”**

**PAGE -4 AND 5-**

**CURRENTLY AT 0% MEASURE “A” MONEY WILL BE USED FOR UPCOMING PROJECTS IDENTIFIED IN THE CAPITAL BUDGET. SOME PROJECTS INCLUDE: IRRIGATION CONTROLLERS, PIXLEY LAGOON, GREEN ROOM STAIRS, WATER FOUNTAINS, AND SKATE PARK IMPROVEMENTS.**

**TOWN OF CORTE MADERA**  
**RATIFICATION AND APPROVAL OF**  
**PAYROLL AND DEMANDS (ACCOUNTS PAYABLE)**  
**PERIOD 01/15/16 – 01/27/16**

Submitted herewith are the Payroll and Demands (Accounts Payable) paid during the period of 01/15/16 through and including 01/27/16 in accordance with Corte Madera Municipal Code Section 2.12.145 and Chapter 2.28(Statutory provisions contained in Government Code Sections 37202 through 37209 and Sections 40802 through 40805 and Section 40805.5).

Payroll (01/04/16 – 01/17/16)			
Payroll Check Numbers	5108 - 5121	\$	25,842.10
Payroll Direct Deposit Numbers	28680 - 28752		159,307.58
Payroll Wire Transfer Numbers	1958 - 1962		<u>161,363.32</u>
<b><u>Total Payroll</u></b>		\$	346,513.00
Payroll (01/01/16 – 01/31/16)			
Retiree Vested Rights Health Insurance Reimbursement			
Payroll Direct Deposit Numbers	28753 - 28796	\$	<u>26,295.25</u>
<b><u>Total Payroll</u></b>		\$	<u>26,295.25</u>
Payroll (Council - January)			
Payroll Check Numbers	5122 - 5122	\$	273.00
Payroll Direct Deposit Numbers	28797 -28800		729.76
Payroll Wire Transfer Numbers	1963 - 1966		<u>326.39</u>
<b><u>Total Payroll</u></b>		\$	1,329.15
Warrant Check Numbers	212800 - 212916	\$	367,770.68
Wire – Central Marin Police Monthly Payment (00/00/00)		\$	0.00
Wire – Semi-Annual Debt Park Madera Ctr (00/00/00)		\$	0.00
Wire – CalPERS CERBT Payment (00/00/00)		\$	<u>0.00</u>
<b><u>Total Demands(Accounts Payable)</u></b>			367,770.68

**TOTAL PAYROLL AND DEMANDS** \$ **741,908.08**

  
 \_\_\_\_\_  
 David James Bracken  
 Town Manager

  
 \_\_\_\_\_  
 Date 1/27/16

 01/27/16  
 \_\_\_\_\_  
 George T. Warman, Jr.  
 Director of Administrative Services/  
 Town Treasurer

**APPROVED AT MEETING OF 02/02/16**

\_\_\_\_\_  
 SLOAN BAILEY, MAYOR

\_\_\_\_\_  
 DIANE FURST, VICE MAYOR

\_\_\_\_\_  
 JAMES ANDREWS, COUNCIL MEMBER

\_\_\_\_\_  
 CARLA CONDON, COUNCIL MEMBER

\_\_\_\_\_  
 MICHAEL LAPPERT, COUNCIL MEMBER

\*Checks listed do not correspond to a month or an accounting period because of overlap between months and accounting periods. Questions concerning the check register should be directed to George Warman at 927-5055. In his absence, ask for Jonna Intoschi or Lina Azevedo.

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212800	1/20/2016	ab070c ABLE FENCE COMPANY, INC.	6501		NEW CHAIN LINK FENCE AND GATI NEW CHAIN LINK FENCE AND GATI	4,175.00
					<b>Total :</b>	<b>4,175.00</b>
212801	1/20/2016	am114c AMERICAN MESSAGING	W4101516QA		RAIDO MAINTEANCE RAIDO MAINTEANCE	249.70
					<b>Total :</b>	<b>249.70</b>
212802	1/20/2016	ar125c ARAMARK UNIFORM SERVICES'	12/31/2015STMT		BUILDING MAINTENANCE BUILDING MAINTENANCE BUILDING MAINTENANCE MISC. SUPPLIES UNIFORM & CLOTHING UNIFORM & CLOTHING UNIFORM & CLOTHING UNIFORM & CLOTHING UNIFORM & CLOTHING BUILDING MAINTENANCE JANITORIAL SUPPLIES	247.50 108.00 306.75 251.80 245.00 366.75 306.75 171.00 244.75
					<b>Total :</b>	<b>2,248.30</b>
212803	1/20/2016	at075c AT & T - CALNET 2	000007505667 00007511840		UTILITIES - TELEPHONE UTILITIES - TELEPHONE UTILITIES - TELEPHONE UTILITIES - TELEPHONE	110.03 110.20
					<b>Total :</b>	<b>220.23</b>
212804	1/20/2016	bo105c BOUND TREE MEDICAL, LLC	82017977		MEDICAL SUPPLIES MEDICAL SUPPLIES	2,525.97
					<b>Total :</b>	<b>2,525.97</b>
212805	1/20/2016	ca130c CAL PERS	100000014688885		BENETIF PACKAGE BENETIF PACKAGE	1,134.00
					<b>Total :</b>	<b>1,134.00</b>
212806	1/20/2016	ca895c CASCADE FIRE EQUIPMENT CO.	71315		HAND TOOLS AND MINOR EQUIPM	

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212806	1/20/2016	ca895c	CASCADE FIRE EQUIPMENT CO.	(Continued)	HAND TOOLS AND MINOR EQUIPM	84.00
					<b>Total :</b>	<b>84.00</b>
212807	1/20/2016	ce075c	CENTRAL MARIN SANITATION AGEN.	16-8053	SEMI-ANNUAL DEBT SERVICES PA'	133,208.87
					SEMI-ANNUAL DEBT SERVICES PA'	133,208.87
					<b>Total :</b>	<b>133,208.87</b>
212808	1/20/2016	co136c	CODE SOURCE	8664	1520 REDWOOD HIGHWAY	435.00
				8674	FIELD INSPECTION SERVICES	4,200.00
				8676	INSPECTION SERVICES DECMEBE	1,020.00
				8684	MEP UTILITY UPGRADES	140.00
				8685	1516 REDWOOD HIGHWAY	900.00
				8686	18 ENDEAVOR DR - PV SYSTEM	150.00
					955 MEADOWSWEET DR - PV SYS'	150.00
					<b>Total :</b>	<b>6,995.00</b>
212809	1/20/2016	co165c	COMCAST - 0208565, 0055313, FIRE DEF 01/02/16STMT		FIRE STATION #13 "DSL" LINE	111.20
					FIRE STATION #13 "DSL" LINE	111.20
					<b>Total :</b>	<b>111.20</b>
212810	1/20/2016	da025c	D & K AUTO SERVICES	49115	AMER CAB LENS - S-8	92.60
				49117	WINTER WIPER BLADES	87.16
				49118	2001 - DODGE SERVICE S-9	180.00
				49135	2014 - HONDA RIDGELINE SERVICE	120.89
				49151	1996 CUSHMAN - SERVICE	

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212810	1/20/2016	da025c D & K AUTO SERVICES	(Continued)			
			49155		1996 CUSHMAN - SERVICE	252.62
			49180		HONDA ATF - 2006 RIDGELINE - S7	
			49227		HONDA ATF - 2006 RIDGELINE - S7	48.79
			49230		2002 CUSHMAN - SERVICE	
			49236		2002 CUSHMAN - SERVICE	92.88
					2002 CUSHMAN SERVICE	
					2002 CUSHMAN SERVICE	272.68
					BULB - OIL FILERS	
					BULB - OIL FILERS	78.28
					1992 CHEVROLET - SERVICE S-13	
					1992 CHEVROLET - SERVICE S-13	948.40
					<b>Total :</b>	<b>2,174.30</b>
212811	1/20/2016	de105c DE FRANCIS, TONI	01/11/2016STMT		MINUTES CLERK	
					MINUTES CLERK	180.00
					<b>Total :</b>	<b>180.00</b>
212812	1/20/2016	di045c DIEGO TRUCK REPAIR, INC.	47639		MOTOR VEHICLE MAINT.	
			47677		MOTOR VEHICLE MAINT.	227.61
					MOTOR VEHICLE MAINT.	
					MOTOR VEHICLE MAINT.	239.82
					<b>Total :</b>	<b>467.43</b>
212813	1/20/2016	di125c DIV. OF THE STATE ARCHITECT	01/15/2015STMT		DIVISION OF THE STATE ARCHITEC	
					DIVISION OF THE STATE ARCHITEC	41.40
					<b>Total :</b>	<b>41.40</b>
212814	1/20/2016	em103c EMPLOYMENT DEVELOPMENT DEPT.	4TH QUARTER 2016		STATE DISABILITY INSURANCE	
					STATE DISABILITY INSURANCE	1,426.03
					<b>Total :</b>	<b>1,426.03</b>
212815	1/20/2016	fe500c FERGUSON ENTERPRISES,INC. #795	4546671		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	56.85
					<b>Total :</b>	<b>56.85</b>

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212816	1/20/2016	fi047c FISHMAN SUPPLY CO. - (P/P/B)	1019220		OFFICE SUPPLIES OFFICE SUPPLIES	204.98
<b>Total :</b>						<b>204.98</b>
212817	1/20/2016	fi045c FISHMAN SUPPLY CO. (FIRE-7762)	1009966		JANITORIAL SUPPLIES JANITORIAL SUPPLIES	212.73
			1014801		JANITORIAL SUPPLIES JANITORIAL SUPPLIES	106.37
					JANITORIAL SUPPLIES JANITORIAL SUPPLIES	353.92
					JANITORIAL SUPPLIES	176.95
<b>Total :</b>						<b>849.97</b>
212818	1/20/2016	fi046c FISHMAN SUPPLY CO. (REC-7856)	1019008		JANITORIAL SUPPLIES JANITORIAL SUPPLIES	442.10
<b>Total :</b>						<b>442.10</b>
212819	1/20/2016	fo185c FORSTER & KROEGER LANDSCAPE, MA 5167			PART OF PROJECT 14-002 PART OF PROJECT 14-002	2,600.00
<b>Total :</b>						<b>2,600.00</b>
212820	1/20/2016	gl102c GLOBALSTAR USA	0000000007003130		UTILITIES - TELEPHONE UTILITIES - TELEPHONE	27.95
<b>Total :</b>						<b>27.95</b>
212821	1/20/2016	go410c GOLDEN STATE CHEMICAL & SUPPLY	488998		PAPER PLATES/THICKSTER GLOVE PAPER PLATES/THICKSTER GLOVE	106.38
			888760		PAPER PLATES/THICKSTER GLOVE JAINTORIAL SUPPLIES	460.00
					JAINTORIAL SUPPLIES JAINTORIAL SUPPLIES	1,500.00
					JAINTORIAL SUPPLIES JAINTORIAL SUPPLIES	405.88
					JAINTORIAL SUPPLIES JAINTORIAL SUPPLIES	250.00
					JAINTORIAL SUPPLIES JAINTORIAL SUPPLIES	250.00
			888761		JAINTORIAL SUPPLIES PLATES/RED CUPS	300.00
					PLATES/RED CUPS	504.48

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212821	1/20/2016	go410c go410c	GOLDEN STATE CHEMICAL & SUPPI (Continued)			<b>Total : 3,776.74</b>
212822	1/20/2016	go057c	GOODYEAR TIRE & RUBBER CO.	42783559	TIRES TIRES	543.19 <b>Total : 543.19</b>
212823	1/20/2016	gr027c	GREEN VALLEY TRACTOR, INC.	121402	FILTERS FILTERS	228.17 <b>Total : 228.17</b>
212824	1/20/2016	ho195c	HOME DEPOT CREDIT SERVICES, DEPT 12/21/2015STMT		MISC. SUPPLIES MISC. SUPPLIES	1,832.52 <b>Total : 1,832.52</b>
212825	1/20/2016	in114c	INVOICE PROCESSING DEPT.	T711623484302	AMBULANCE AMBULANCE	30.00 <b>Total : 30.00</b>
212826	1/20/2016	ir020c	IRON MOUNTAIN	MDD4002	RECORD STORAGE RECORD STORAGE	157.00 <b>Total : 157.00</b>
212827	1/20/2016	jo020c	JOHN DEERE FINANCIAL	12/17/2015STMT	EQUIPMENT & MACHINERY REPLA EQUIPMENT & MACHINERY REPLA	526.11 <b>Total : 526.11</b>
212828	1/20/2016	jo124c	JOHNSON, ROBERT B.	6479	SHOREBIRD PUMP STATION SHOREBIRD PUMP STATION	328.50 <b>Total : 328.50</b>
212829	1/20/2016	kb100c	KBA DOCUSYS	INV401250 INV402794	BLACK TONER BLACK TONER COPIER SERVICE COPIER SERVICE COPIER SERVICE COPIER SERVICE	12.95 85.69 171.38 85.69

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212829	1/20/2016	kb100c kb100c KBA DOCUSYS	(Continued)			<b>Total : 355.71</b>
212830	1/20/2016	ln075c L.N. CURTIS & SONS	1380560-01		CLOTHING, UNIFORMS	42.78
			1380561-00		CLOTHING, UNIFORMS	214.27
			1380563-00		CLOTHING, UNIFORMS	207.01
					<b>Total :</b>	<b>464.06</b>
212831	1/20/2016	li112c LINS COTT ENGINEERING CONTRACT.	DEC 30/31, 2015		GOLDEN HIND PSG PUMPING STAT GOLDEN HIND PSG PUMPING STAT	5,675.58
					<b>Total :</b>	<b>5,675.58</b>
212832	1/20/2016	ma150c MARIN CO. REGISTRAR OF VOTERS	01/11/2016STMT		NOVEMBER 3, 2015 GENERAL ELE NOVEMBER 3, 2015 GENERAL ELE	12,793.59
					<b>Total :</b>	<b>12,793.59</b>
212833	1/20/2016	ne040c NELSON PERSONNEL SERVICES	6100298		PART TIME HELP - JOANNE OHEHII	625.50
					PART TIME HELP - JOANNE OHEHII	3.60
			6101166		PART TIME HELP - JOANNE OHEHII	851.38
					PART TIME HELP - JOANNE OHEHII	4.90
					<b>Total :</b>	<b>1,485.38</b>
212834	1/20/2016	ne122c NEW MOON DAYCARE	R-35000		REFUND OF FACILITY RENTAL DEF REFUND OF FACILITY RENTAL DEF	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
212835	1/20/2016	ne105c NEW PIG, CORP.	21841624-00		ABSORBENTS, WIPERS, KITS AND	1,689.01
			21841625-00		WIPERS	52.79
					<b>Total :</b>	<b>1,741.80</b>
212836	1/20/2016	of029c OFFICE DEPOT-FIRE-89507905, FILE #81	811636878001		OFFICE SUPPLIES	

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212836	1/20/2016	of029c OFFICE DEPOT-FIRE-89507905, FILE #81	(Continued)		OFFICE SUPPLIES	59.94
					OFFICE SUIPLIES	59.94
			814784560001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	50.77
					<b>Total :</b>	<b>170.65</b>
212837	1/20/2016	oh100c O'HEHIR, JOANNE	INVOICE NO. 14		PLANNING COMMISSION MEETING	
					PLANNING COMMISSION MEETING	487.00
					REPORTS AND ANNOUNCEMNTS	87.50
			INVOICE NO. 15		PLANNING COMMISSION MEETING	
					PLANNING COMMISSION MEETING	482.50
					<b>Total :</b>	<b>1,057.00</b>
212838	1/20/2016	pe140c PEROZZI, CARLO	5768		DECEMBER MAINTENANCE	
					DECEMBER MAINTENANCE	400.00
					DECEMBER MAINTENANCE	200.00
					<b>Total :</b>	<b>600.00</b>
212839	1/20/2016	pr251c PRAXAIR DIST., INC. (FIRE), ACCOUNT: £ 54574709			CHEMICALS & GASES	
					CHEMICALS & GASES	202.95
					<b>Total :</b>	<b>202.95</b>
212840	1/20/2016	pr111c PROTECTION ONE ALARM MON., INC	106631691		UTILITIES - WIRE SYSTEMS	
					UTILITIES - WIRE SYSTEMS	41.81
					<b>Total :</b>	<b>41.81</b>
212841	1/20/2016	ra108c RAM PRINT AND COMMUNICATIONS	251809		MISC. SUPPLIES	
					MISC. SUPPLIES	167.25
					<b>Total :</b>	<b>167.25</b>
212842	1/20/2016	ra100c RAVINA, JIM	R-30831		MEALS FOR CREW DURING STORI	
					MEALS FOR CREW DURING STORI	143.09
					<b>Total :</b>	<b>143.09</b>
212843	1/20/2016	re024c RESOLVE INSURANCE SYSTEMS	DECEMBER 2015		COL AGENCY BILLING SERVICE	

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212843	1/20/2016	re024c RESOLVE INSURANCE SYSTEMS	(Continued)		COL AGENCY BILLING SERVICE	215.47
					<b>Total :</b>	<b>215.47</b>
212844	1/20/2016	ro201c ROSE, KEVIN	R-35790		MEETING MEETING	134.59
					<b>Total :</b>	<b>134.59</b>
212845	1/20/2016	se080c SEQUOIA SAFETY SUPPLY COMPANY	29968		SAFETY SUPPLIES SAFETY SUPPLIES	253.62
					<b>Total :</b>	<b>253.62</b>
212846	1/20/2016	sh100c SHAMROCK MATERIALS, INC. 11735	902195		DELTA FILL SAND DELTA FILL SAND FINANCE CHARGES	226.10 6.78
					<b>Total :</b>	<b>232.88</b>
212847	1/20/2016	sh121c SHERMAN LELAND, CHAPER DIRECT.	FALL SESSION 2015		CONTRACT INSTRUCTOR CONTRACT INSTRUCTOR	1,583.37
					<b>Total :</b>	<b>1,583.37</b>
212848	1/20/2016	se375c SIEMENS INDUSTRY, INC.	400093886 400099097		T/S ROUTINE JANUARY 2013 T/S ROUTINE JANUARY 2013 T/S ROUTINE MARCH 2013 T/S ROUTINE MARCH 2013	2,506.52 2,506.52
					<b>Total :</b>	<b>5,013.04</b>
212849	1/20/2016	si195c SIMPSON, HARRY	002042		CONTRACT INSTRUCTOR CONTRACT INSTRUCTOR	720.00
					<b>Total :</b>	<b>720.00</b>
212850	1/20/2016	st025c STEVE ZAPPETINI & SON, INC.	8913787		PUNCH HOLES IN DRAIN COVER PUNCH HOLES IN DRAIN COVER	100.00
					<b>Total :</b>	<b>100.00</b>
212851	1/20/2016	ta185c TAMALPAIS PAINT & COLOR-FIRE	12/31/2015STMT		BUILDING MAINTENANCE SUPPLIE BUILDING MAINTENANCE SUPPLIE	19.40

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212851	1/20/2016	ta185c	ta185c TAMALPAIS PAINT & COLOR-FIRE	(Continued)		<b>Total : 19.40</b>
212852	1/20/2016	ta180c	TAMALPAIS PAINT & COLOR-TOWN	12/31/2015STMT	BUILDING MAINTENANCE SUPPLIE BUILDING MAINTENANCE SUPPLIE	430.58 <b>Total : 430.58</b>
212853	1/20/2016	tr050c	TRANSBAY SECURITY SERVICE, INC	61925	KEYS KEYS KEYS	106.16 80.00 <b>Total : 186.16</b>
212854	1/20/2016	ve125c	VERIZON WIRELESS 670722771-2	9758332132	UTILITIES - TELEPHONE UTILITIES - TELEPHONE UTILITIES - TELEPHONE	38.01 38.01 <b>Total : 76.02</b>
55 Vouchers for bank code : bom						<b>Bank total : 201,709.51</b>
55 Vouchers in this report						<b>Total vouchers : 201,709.51</b>

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212855	1/27/2016	at095c A T & T U-VERSE, #117724553	12/20/15-01/09/16		ON LINE STORAGE LINE TO TCPA ON LINE STORAGE LINE TO TCPA	80.00
					<b>Total :</b>	<b>80.00</b>
212856	1/27/2016	af020c AFLAC, REMITTANCE PROCESSING	505959		INTOSCHI INTOSCHI KRAMER RAVINA SANTOS ROSE MEJIA QUADROS RUSELL GABBARD DOWNING PALMER, M. SCHROTH FISCHER MCGOVERN	68.04 21.98 21.96 29.72 29.74 29.72 29.72 21.96 29.82 39.96 119.82 39.96 174.74 22.44
					<b>Total :</b>	<b>679.58</b>
212857	1/27/2016	ai560c AIRGAS	9932744824		CHEMICALS, GASES CHEMICALS, GASES	241.99
					<b>Total :</b>	<b>241.99</b>
212858	1/27/2016	ai047c ALHAMBRA AND SIERRA SPRINGS, 3274	5135078 012016		WATER WATER WATER WATER WATER	10.90 10.90 10.90 10.90 10.89
					<b>Total :</b>	<b>54.49</b>
212859	1/27/2016	am035c AMY SKEWES-COX, AICP	01/07/2016STMT		AUGMENT NO. 2 FOR CORTE MADI	

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212859	1/27/2016	am035c AMY SKEWES-COX, AICP	(Continued)		AUGMENT NO. 2 FOR CORTE MADI	9,390.00
					<b>Total :</b>	<b>9,390.00</b>
212860	1/27/2016	at110c AT & T MOBILITY-287016673845	287016673845x012316		UTILITIES - TELEPHONE	129.98
					UTILITIES - TELEPHONE	74.25
			287245897656X011716		UTILITIES - TELEPHONE	166.47
					UTILITIES - TELEPHONE	41.62
					UTILITIES - TELEPHONE	41.62
					<b>Total :</b>	<b>453.94</b>
212861	1/27/2016	at114c AT & T MOBILITY-876700579	876700579X012316		UTILITIES - TELEPHONE	55.00
					UTILITIES - TELEPHONE	55.00
					UTILITIES - TELEPHONE	55.00
					UTILITIES - TELEPHONE	55.00
					UTILITIES - TELEPHONE	67.47
					<b>Total :</b>	<b>287.47</b>
212862	1/27/2016	at079c AT&T - 119112770-7	12/16/2015-01/15/16		PROGRAMMING SERVICES	90.00
					PROGRAMMING SERVICES	90.00
					<b>Total :</b>	<b>90.00</b>
212863	1/27/2016	ba550c BAY AREA BARRICADE SERVICE,INC	0333507-IN		SIGNS	147.16
			0334605-IN		SIGNS	256.16
					<b>Total :</b>	<b>403.32</b>
212864	1/27/2016	be050c BENEFITS STORE, INC., THE	NOVEMBER-15		ADMINISTRATION	8.17
					ADMINISTRATION	24.51
					FINANCE	16.34
					FIRE	24.51
					FIREFIGHTERS	

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212864	1/27/2016	be050c BENEFITS STORE, INC., THE	(Continued)		FIREFIGHTERS	65.26
					PLANNING	8.17
					PUBLIC WORKS-CORP	8.17
					PUBLIC WORKS	16.34
					PUBLIC WORKS	40.85
					PUBLIC WORKS	8.17
					RECREATION	16.34
					BUILDING	8.17
					<b>Total :</b>	<b>245.00</b>
212865	1/27/2016	bo105c BOUND TREE MEDICAL, LLC	82022996		MEDICAL SUPPLIES	569.47
			82024678		MEDICAL SUPPLIES	199.85
			82026320		MEDICAL SUPPLIES	39.36
			82033743		MEDICAL SUPPLIES	378.22
					<b>Total :</b>	<b>1,186.90</b>
212866	1/27/2016	bl021c BPXPRESS	RI00199375		21 FAIRVIEW	437.63
					21 FAIRVIEW	437.63
					<b>Total :</b>	<b>437.63</b>
212867	1/27/2016	ca130c CAL PERS	100000014688492		CUSTOMER ID: 2137393809- BENEI	798.00
					CUSTOMER ID: 2137393809- BENEI	798.00
					<b>Total :</b>	<b>798.00</b>
212868	1/27/2016	cl106c CLICKTIME.COM	185943		CLICK TIME TRACKING SYSTEM	240.00
					CLICK TIME TRACKING SYSTEM	240.00
					<b>Total :</b>	<b>240.00</b>
212869	1/27/2016	co136c CODE SOURCE	8636-A		CLOCK TOWER	15.60
			8687		CLOCK TOWER	15.60
					197 TAMAL VISTA BLVD, BLDG 1	15.60

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212869	1/27/2016	co136c	CODE SOURCE		(Continued)	
			8688		197 TAMAL VISTA BLVD, BLDG 1	3,400.00
			8689		203 TAMAL VISTA BLVD, BLDG 2	
			8690		203 TAMAL VISTA BLVD, BLDG 2	3,760.00
			8691		195 TAMAL VISTA BLVD BLDG 3	
			8692		195 TAMAL VISTA BLVD BLDG 3	1,560.00
			8694		195 TAMAL VISTA BLVD BLDG 4	
					195 TAMAL VISTA BLVD BLDG 4	3,240.00
					199 TAMAL VISTA BLVD, BLDG 5&6	
					199 TAMAL VISTA BLVD, BLDG 5&6	1,560.00
					203 TAMAL VISTA BLVD -BLDG 2 PC	
					203 TAMAL VISTA BLVD -BLDG 2 PC	80.00
					PV SYSTEM - 13 MEADERA DEL PR	
					PV SYSTEM - 13 MEADERA DEL PR	150.00
					<b>Total :</b>	<b>13,765.60</b>
212870	1/27/2016	co121c	COMCAST- 028617, 0208847, 5594, 0010(	01/14/2016STMT	REC. CTR. "DSL" LINE	
					REC. CTR. "DSL" LINE	111.20
					<b>Total :</b>	<b>111.20</b>
212871	1/27/2016	co835c	CORTE MADERA BEAUTIFICATION, % C.	01/26/2016STMT	DONATION OF COMMISSIONER ST	
					DONATION OF COMMISSIONER ST	80.00
					<b>Total :</b>	<b>80.00</b>
212872	1/27/2016	co800c	CORTE MADERA COMM. FOUNDATION	01/26/2016STMT	DONATION OF COMMISSIONER ST	
					DONATION OF COMMISSIONER ST	120.00
					<b>Total :</b>	<b>120.00</b>
212873	1/27/2016	pe176c	CORTE MADERA-PERS HEALTH BENEF	FEBRUARY 2016	BENEFIT PACKAGE	
					BENEFIT PACKAGE	-0.56
					BENEFIT PACKAGE	-1.12
					BENEFIT PACKAGE	187.43
					BENEFIT PACKAGE	1,801.13
					BENEFIT PACKAGE	-1.40
					BENEFIT PACKAGE	-0.56
					BENEFIT PACKAGE	-0.28

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212873	1/27/2016	pe176c CORTE MADERA-PERS HEALTH BENEF	(Continued)		BENEFIT PACKAGE	-0.56
					BENEFIT PACKAGE	-2.24
					BENEFIT PACKAGE	-0.56
					BENEFIT PACKAGE	-0.28
					BENEFIT PACKAGE	746.47
					BENEFIT PACKAGE	5,503.00
					BENEFIT PACKAGE	349.94
					<b>Total :</b>	<b>8,580.41</b>
212874	1/27/2016	da025c D & K AUTO SERVICES	0049319		KLEEN	
			49284		KLEEN	21.58
			49284		MOTOR VEHICLE SERIVCE 1992 CI	
			49290		MOTOR VEHICLE SERIVCE 1992 CI	333.56
			49291		CLAMPS - CONTENNIAL BUDGET	
			49291		CLAMPS - CONTENNIAL BUDGET	261.60
			49296		TRANSMISSION FLUID/TRANS FILT	
			49296		TRANSMISSION FLUID/TRANS FILT	140.81
			49306		2000 FORD - S2 MOTOR VEHICLE S	
			49306		2000 FORD - S2 MOTOR VEHICLE S	201.28
			49309		TAIL LIGHT	
			49309		TAIL LIGHT	32.83
			49311		TENSIONER PLULLEY	
			49311		TENSIONER PLULLEY	39.04
			49312		CLAMPS	
			49312		CLAMPS	189.20
			49317		O-RING & FLUILD	
			49317		O-RING & FLUILD	48.27
			49320		2015 FORD - E-450 MOTOR VEHICL	
			49320		2015 FORD - E-450 MOTOR VEHICL	201.36
					2002 CUSHMAN - TURF TRUCKSTE	
					2002 CUSHMAN - TURF TRUCKSTE	360.00
					<b>Total :</b>	<b>1,829.53</b>
212875	1/27/2016	su103c DANIEL MUTISO MUIHYA	1522		JANITORIAL SVCS.	

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212875	1/27/2016	su103c DANIEL MUTISO MUIHYA	(Continued)		JANITORIAL SVCS.	2,200.00
					<b>Total :</b>	<b>2,200.00</b>
212876	1/27/2016	da027c DAVIS, RYAN	01/26/2016STMT		NEW MEMBERSHIP VERNON	137.52
					<b>Total :</b>	<b>137.52</b>
212877	1/27/2016	dc115c DC ELECTRIC GROUP, INC.	25232		M1005-TS ROUTINE	1,952.26
			25233		M1006-TS RESPONSE	2,110.47
			25272		M5005-SL ROUTINE	1,085.76
			25279		M5006-SL RESPONSE	264.00
			TS-09153		TAMAL VISTA BLVD & FIFER DRIVE	196.81
					<b>Total :</b>	<b>5,609.30</b>
212878	1/27/2016	de305c DELTA DENTAL OF CALIFORNIA	FEBRUARY 2015		BENEFIT PACKAGE	-20.14
					BENEFIT PACKAGE	-34.49
					BENEFIT PACKAGE	-28.70
					BENEFIT PACKAGE	-14.35
					BENEFIT PACKAGE	-183.78
					BENEFIT PACKAGE	-34.49
					BENEFIT PACKAGE	-28.70
					BENEFIT PACKAGE	-20.14
					BENEFIT PACKAGE	-14.35
					BENEFIT PACKAGE	-71.75
					BENEFIT PACKAGE	-14.35
					BENEFIT PACKAGE	-5.79
					BENEFIT PACKAGE	-14.35
					BENEFIT PACKAGE	-5.79

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212878	1/27/2016	de305c DELTA DENTAL OF CALIFORNIA	(Continued)		BENEFIT PACKAGE	1,560.09
					BENEFIT PACKAGE	-721.52
					BENEFIT PACKAGE	-28.70
					<b>Total :</b>	<b>318.70</b>
212879	1/27/2016	ca765c DEPT. OF TRANSPORTATION	SL160432		CAL TRANS. TRAFFIC SIGNAL MAIN	
					CAL TRANS. TRAFFIC SIGNAL MAIN	1,436.33
					<b>Total :</b>	<b>1,436.33</b>
212880	1/27/2016	di125c DIV. OF THE STATE ARCHITECT	12/31/2015STMT		FEES	
					FEES	175.50
					<b>Total :</b>	<b>175.50</b>
212881	1/27/2016	em102c EMPLOYMENT DEVELOPMENT DEPT.	L1633259968		UNEMPLOYMENT INSURANCE	
					UNEMPLOYMENT INSURANCE	135.00
					UNEMPLOYMENT INSURANCE	2.00
					<b>Total :</b>	<b>137.00</b>
212882	1/27/2016	ev109c EVERBANK COMMERCIAL FINANCE	01/15/2016STMT		PHOTOCOPYING EQUIPMENT MAINT	
					PHOTOCOPYING EQUIPMENT MAINT	1,644.13
					<b>Total :</b>	<b>1,644.13</b>
212883	1/27/2016	fo185c FORSTER & KROEGER LANDSCAPE, MA 5316			BOB BUNDING PROJECT	
					BOB BUNDING PROJECT	8,000.00
					NOVEMBER 2015 - FLOOD	4,255.00
					NOVEMBER 2015 - PARKS	11,970.00
					NOVEMBER 2015 - SEWER/SANITA	12,540.00
					NOVEMBER 2015 - STREETS	12,255.00
					<b>Total :</b>	<b>49,020.00</b>
212884	1/27/2016	ca159c FRED CASISSA & MARIE LABAT	R-35792		DISASTER SUPPLIES (MATCHING F	
					DISASTER SUPPLIES (MATCHING F	497.50
					<b>Total :</b>	<b>497.50</b>
212885	1/27/2016	go031c GOLDEN STATE EMERGENCY	CI002458		SEAT BELT	

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212885	1/27/2016	go031c GOLDEN STATE EMERGENCY	(Continued)		SEAT BELT	168.04	
						<b>Total :</b>	<b>168.04</b>
212886	1/27/2016	go057c GOODYEAR TIRE & RUBBER CO.	42800402		TIRE TIRE	283.65	
						<b>Total :</b>	<b>283.65</b>
212887	1/27/2016	gr064c GRAINGER (REC.)	9002727999		BUIDLING MAINTEANNC E SUPPLIE BUIDLING MAINTEANNC E SUPPLIE	31.39	
						<b>Total :</b>	<b>31.39</b>
212888	1/27/2016	hu107c HURST, DALE	R-18842		BLUE PRINTS - XMAS TREE PARKIN BLUE PRINTS - XMAS TREE PARKIN	9.49	
						<b>Total :</b>	<b>9.49</b>
212889	1/27/2016	jo124c JOHNSON, ROBERT B.	6490 6491 6492 6496		LED LIGHTING - SAN CLEMENTE PI LED LIGHTING - SAN CLEMENTE PI BLACK KETTLE PUMP STATION BLACK KETTLE PUMP STATION BLACK KETTLE PUMP STATION BLACK KETTLE PUMP STATION SAN CLEMETNE PUMP STATION SAN CLEMETNE PUMP STATION	600.00 1,500.00 700.00 346.43	
						<b>Total :</b>	<b>3,146.43</b>
212890	1/27/2016	kb100c KBA DOCUSYS	INV386712		SERVICES SERVICES SERVICES SERVICES	74.34 148.69 74.34	
						<b>Total :</b>	<b>297.37</b>
212891	1/27/2016	ln075c L.N. CURTIS & SONS	1380560-00		CLOTHING, UNIFORMS CLOTHING, UNIFORMS	675.46	
						<b>Total :</b>	<b>675.46</b>
212892	1/27/2016	la275c LARKSPUR, CITY OF	01/22/2016STMT		FUEL - DIESEL		

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212892	1/27/2016	la275c LARKSPUR, CITY OF	(Continued)		FUEL - DIESEL	362.07
<b>Total :</b>						<b>362.07</b>
212893	1/27/2016	ii117c LINCOLN NAT'L LIFE INS CO, THE	PREMIUM-FEBRUARY		ADMINISTRATION	-10.32
					ADMINISTRATION	3.46
					FINANCE	3.26
					FIRE	4.32
					PLANNING	4.31
					BUILDING	5.42
					PUBLIC WORKS - 731	47.81
					RECREATION	
<b>Total :</b>						<b>58.26</b>
212894	1/27/2016	ma179c MARIN JOE'S	01/15/2016STMT		FOOD FOR JANUARY 15, 2016 BINC	
					FOOD FOR JANUARY 15, 2016 BINC	910.00
<b>Total :</b>						<b>910.00</b>
212895	1/27/2016	ma550c MARIN MUNICIPAL WATER DISTRICT	01/21/2016STMT		WATER	
					WATER	357.22
					WATER	1,016.80
					WATER	7,758.88
					WATER	87.03
					WATER	384.59
<b>Total :</b>						<b>9,604.52</b>
212896	1/27/2016	ma605c MARIN RESOURCE RECOVERY CENTE# 1134213			DEMO/DEBRIS	
					DEMO/DEBRIS	80.00
<b>Total :</b>						<b>80.00</b>
212897	1/27/2016	mc100c MC MASTER-CARR, SUPPLY CO.	46478472		EQUIPMENT & MACHINERY REPLA	
			46654024		EQUIPMENT & MACHINERY REPLA	63.71
					EQUIPMENT & MACHINERY REPLA	110.62
					EQUIPMENT & MACHINERY REPLA	
<b>Total :</b>						<b>174.33</b>

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212898	1/27/2016	me068c METROPOLITAN PLANNING GROUP	2262		TAMAL VISTA EAST CORRIDOR STU TAMAL VISTA EAST CORRIDOR STU	9,967.50
					<b>Total :</b>	<b>9,967.50</b>
212899	1/27/2016	mi075c MILL VALLEY, CITY OF	R-35852		MCCMC DINNER MCCMC DINNER	165.00
					<b>Total :</b>	<b>165.00</b>
212900	1/27/2016	ne040c NELSON PERSONNEL SERVICES	6102213		PART TIME HELP - JOANNE OHEHII PART TIME HELP - JOANNE OHEHII PART TIME HELP - JOANNE OHEHII	868.75 5.00
					<b>Total :</b>	<b>873.75</b>
212901	1/27/2016	of029c OFFICE DEPOT-FIRE-89507905, FILE #81 816654998001			OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	99.80 84.38 44.64
					<b>Total :</b>	<b>228.82</b>
212902	1/27/2016	pa175c PACIFIC GAS & ELECTRIC	01/21/2016STMT		UTILITIES - ELECTRICITY UTILITIES - ELECTRICITY NATURAL GAS NATURAL GAS NATURAL GAS NATURAL GAS NATURAL GAS NATURAL GAS	469.12 450.43 330.15 2,599.08 251.52 686.80 1,996.14 4,658.96 553.73 214.13 268.21 217.67 337.49 25.03 311.67

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212902	1/27/2016	pa175c PACIFIC GAS & ELECTRIC	(Continued)		MARIN CLEAN ENERGY	326.21
					MARIN CLEAN ENERGY	324.56
					MARIN CLEAN ENERGY	203.62
					MARIN CLEAN ENERGY	1,569.70
					MARIN CLEAN ENERGY	125.29
					MARIN CLEAN ENERGY	394.89
					MARIN CLEAN ENERGY	336.52
					MARIN CLEAN ENERGY	2,242.22
					MARIN CLEAN ENERGY	2,380.14
					MARIN CLEAN ENERGY	364.54
					UTILITIES - ELECTRICITY	637.84
					<b>Total :</b>	<b>22,275.66</b>
212903	1/27/2016	pr111c PROTECTION ONE ALARM MON., INC	107184753		UTILITIES - WIRE SYSTEMS	
					UTILITIES - WIRE SYSTEMS	41.81
					<b>Total :</b>	<b>41.81</b>
212904	1/27/2016	pu103c PURCHASE POWER	01/20/2016STMT		POSTAGE	
					POSTAGE	4,000.00
					SERVICE CHARGE	7.06
					<b>Total :</b>	<b>4,007.06</b>
212905	1/27/2016	ri041c RICOH USA, INC. - CORP YARD, 89846-10	96145334		PHOTOCOPYING EQUIP. MAINT.	
					PHOTOCOPYING EQUIP. MAINT.	203.22
					<b>Total :</b>	<b>203.22</b>
212906	1/27/2016	ri042c RICOH USA, INC., (FIRE)	96190525		CANNON LEASE	
					CANNON LEASE	313.52
					<b>Total :</b>	<b>313.52</b>
212907	1/27/2016	ro450c ROY'S SEWER SERVICE, INC.	192145		CHRISTMAS DAY - BLUE ROCK EA&	
			192185		CHRISTMAS DAY - BLUE ROCK EA&	725.00
					BLUE ROCK/ MONTECITO~	
					BLUE ROCK/ MONTECITO~	5,500.00

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212907	1/27/2016	ro450c ro450c ROY'S SEWER SERVICE, INC.	(Continued)		<b>Total :</b>	<b>6,225.00</b>
212908	1/27/2016	se080c SEQUOIA SAFETY SUPPLY COMPANY	30002		SAFTEY & PROTECTIVE ITEMS	
					SAFTEY & PROTECTIVE ITEMS	113.05
					SAFTEY & PROTECTIVE ITEMS	100.00
					SAFTEY & PROTECTIVE ITEMS	100.00
					<b>Total :</b>	<b>313.05</b>
212909	1/27/2016	sp109c SPARK	01/22/2016STMT		SLOAN BAILEY - DONATION OF MO	
			01/26/2016STMT		SLOAN BAILEY - DONATION OF MO	350.00
					DONATIONA OF COMMISSIONER S'	
					DONATIONA OF COMMISSIONER S'	60.00
					<b>Total :</b>	<b>410.00</b>
212910	1/27/2016	ti124c TIFCO INDUSTRIES	71117073		GATES & PUMPS REPAIRS	
					GATES & PUMPS REPAIRS	383.90
					MISC. SUPPLIES	400.00
					MOTOR VEHICLE REPLACEMENT F	200.00
					EQUIPMENT & MACHINERY REPLA	200.00
			71118361		MISC. SUPPLIES	
					MISC. SUPPLIES	87.93
					<b>Total :</b>	<b>1,271.83</b>
212911	1/27/2016	tr050c TRANSBAY SECURITY SERVICE, INC	62044		SERVICE & LABOR @ 152 WILLOW	
			62056		SERVICE & LABOR @ 152 WILLOW	89.50
					KEY'S	
					KEY'S	1,083.25
					<b>Total :</b>	<b>1,172.75</b>
212912	1/27/2016	vi100c VSP (CA) #00 114728 0001 MAPE, ATTN: / FEBRUARY 2016			MEJIA, GUILLERMO	
					SANTOS, VERNON	17.01
					DOWNING, GARY	17.01
					VELAZQUEZ, ODILON	17.01
					PAYES, EDWIN	17.01
					MEJIA, GUILLERMO	17.01
					RAVINA, JAMES	17.01

Voucher List  
TOWN OF CORTE MADERA

Bank code : bom

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212912	1/27/2016	vi100c VSP (CA) #00 114728 0001 MAPE, ATTN: / (Continued)			MITCHELL, MATTHEW	17.01
					<b>Total :</b>	<b>119.07</b>
212913	1/27/2016	vi099c VSP (CA) ACCT: 12 220077 0001, ATTN: A FEB-16			HEALTH BENEFITS FOR RETIREES	
					HEALTH BENEFITS FOR RETIREES	280.11
					<b>Total :</b>	<b>280.11</b>
212914	1/27/2016	wa135c WALTER & PISTOL, LAW OFFICE OF	01/18/2016STMT		NON-LITIGATION	
					NON-LITIGATION	1,369.60
					<b>Total :</b>	<b>1,369.60</b>
212915	1/27/2016	wa295c WATER COMPONENTS	30403333		MIRAFI - EROSIN CONTROL	
			30403335		MIRAFI - EROSIN CONTROL	259.58
					BAG FILLED GRAVE - EROSION CO	
					BAG FILLED GRAVE - EROSION CO	117.31
					<b>Total :</b>	<b>376.89</b>
212916	1/27/2016	ze025c ZEE MEDICAL SERVICE	723701154		SAFETY & PROTECTIVE ITEMS	
					SAFETY & PROTECTIVE ITEMS	394.48
					<b>Total :</b>	<b>394.48</b>
<b>62 Vouchers for bank code : bom</b>						<b>Bank total : 166,061.17</b>
<b>62 Vouchers in this report</b>						<b>Total vouchers : 166,061.17</b>

CORTE MADERA TOWN COUNCIL  
STAFF REPORT

Report Date: January 27, 2016  
Meeting Date: February 2, 2016

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** DAVID BRACKEN, TOWN MANAGER *DB*  
**SUBJECT:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE  
SPECIFIC EXPENDITURES RELATED TO THE \$50,000 BUDGETED  
FOR CENTENNIAL ACTIVITIES

\*\*\*\*\*

**PURPOSE:**

The Town Council requested that specific expenditures from the \$50,000 budgeted for centennial activities are approved by the Council.

**OPTIONS:**

1. Approve the requested expenditures.
2. Approve different amounts or different festivities to be supported by the \$50,000 Centennial Celebration budget.

**TOWN MANAGER'S RECOMMENDATION:**

Approve the Centennial Celebration expenditures noted in the staff report.

**FISCAL IMPACT:**

The \$50,000 budgeted for the Centennial Celebration is from the General Fund.

**CEQA STATUS:**

Not applicable

**BACKGROUND/DISCUSSION:**

\$50,000 is budgeted in FY 2015-16 for festivities associated with the Centennial Celebration. The current budget reflects the following:

Fireworks:	16,000
Banners:	4,000
Other Events (TBD):	30,000
<b>Total</b>	<b>\$50,000</b>

At the May 19, 2015 budget hearing the Town Council requested that the item return to the Council at a future date to discuss the specifics on how the money would be spent. To date we have spent \$2,698.18 on banners and \$10,000, which is a 50% deposit, for the fireworks

The Centennial Committee is requesting \$7,000 for advertising costs and an additional \$11,000 for the banners. Obviously a total of \$20,000 will be needed for the fireworks. The increase in the estimate for the banners is due to misinformation of sign size of the vertical banners, the need for new hardware to hang them, and the addition of horizontal banners. Given these changes, the budget would be:

Fireworks:	20,000
Banners:	15,000
Advertising:	7,000
Other Events (TBD):	<u>8,000</u>
<b>Total</b>	<b>\$50,000</b>

Staff recommends that the Council approve the expenditures noted above.

Cc: Larry Reed, Centennial Committee

This material has been reviewed  
By the Town Manager



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CORTE MADERA TOWN COUNCIL  
STAFF REPORT

Report Date: January 27, 2016  
Meeting Date: February 2, 2016

**TO:** TOWN COUNCIL OF CORTE MADERA

**FROM:** MARIO FIORENTINI, DIRECTOR OF RECREATION AND LEISURE SERVICES

**SUBJECT: PARKS AND RECREATION CENTENNIAL EVENT  
PINT OF LUCK BEER GARDEN**

\* \* \* \* \*

**STAFF RECOMMENDATION:**

Approve the expenditure for the Pint of Luck Beer Garden event.

**TOWN MANAGER'S RECOMMENDATION:**

Support staff recommendation.

**BACKGROUND:**

The Parks and Recreation Department requested earmarked funds to put on the 2016 Centennial Activities. These funds were approved through the capital project budget in October of 2015. The idea was to be able to separate out funds that would be available for the Parks and Recreation Department and would be separate from other Centennial money. There is \$5000 set aside for FY 15/16 and \$110,000 set aside for FY 16/17.

**DISCUSSION:**

The Parks and Recreation Department has many offerings for the community. Community events are something we pride ourselves in. We are able to bring the community together to experience the park and community center throughout the year with unique events that everyone can enjoy.

This year being the centennial, staff wanted to provide a community event surrounding the celebration of St. Patrick's Day. The event would actually be held the afternoon of the Saturday before on March 12. We are calling it the **Pint of Luck Beer Garden**.

The event is for adults and we would be providing food, drinks and entertainment in a beer garden format outside in the Eastman Parking lot of the community center, weather dependent. We would be closing off part of the Eastman parking lot to allow for tenting as well. If weather does become a factor, we are prepared to move the event inside the community center and utilize the patio as well.

The Corte Madera Lions Club will be selling beer and wine and the Parks and Recreation Department will be selling food. There would be no entry charge to enter the event. Security will be present to check identifications for all those entering the event.

The Parks and Recreation Commission voted to recommend the event to the Town Council at their January 25<sup>th</sup> meeting.

**FISCAL IMPACT:**

Budget Estimates (staffing not included in budget – 4-6 staff members will be present)

Tenting	\$3500
Décor	\$750
Entertainment	\$1500
Food	\$750
Security	\$500

Estimated total budget is	\$7000.00
Centennial Budget	\$3500.00
Parks and Recreation Operational Budget	\$3500.00

**OPTIONS:**

1. Accept the report and recommendations,
2. Make modifications to the recommendations.
3. Take no action. Request staff to bring back information or other alternatives to address the recommendations presented in this report.

**RECOMMENDATION:**

Approve the expenditure for the Pint of Luck Beer Garden event.

**ACTION REQUIRED:**

Staff recommends Town Council accept the report and approve the event as presented.

CORTE MADERA TOWN COUNCIL  
STAFF REPORT

Report Date: January 27, 2016  
Meeting Date: February 2, 2016

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** DAVID BRACKEN, TOWN MANAGER *DB*  
**SUBJECT:** DISCUSSION RELATED TO THE GRAVEL PARKING LOT AND  
STATUS REPORT ON THE PROPOSED RESTORATION  
HARDWARE PROJECT AT THE VILLAGE SHOPPING CENTER

\* \* \* \* \*

**PURPOSE:**

This item is presented to the Town Council in order to receive public input on the proposed expansion of Restoration Hardware as it relates to their use of the gravel lot located immediately north of the Village Shopping Center.

**TOWN MANAGER'S RECOMMENDATION:**

Staff is not asking the Town Council to take any action on this item and therefore has no recommendation to make.

**FISCAL IMPACT:**

Not applicable at this time.

**CEQA STATUS:**

Not applicable at this time. Environmental review will occur prior to any disposition of the gravel lot or Restoration Hardware project.

**BACKGROUND/DISCUSSION:**

As noted above this item relates to a proposed expansion of Restoration Hardware at the Village Shopping Center and their proposal to use the Town owned gravel lot immediately north of the shopping center for their parking requirements. Planning Director Adam Wolff will provide a verbal description of the proposed expansion and the application process involved. This will include, among other things, information on the

size of the proposed expansion, the number of additional parking spaces that would be required by the expanded retail floor space and how required parking for retail is calculated, the number of existing parking spaces lost due to the expansion, the number of existing parking spaces at the Village, the parking capacity of the gravel lot assuming the lot is paved and striped, etc.

The attached documents should be helpful in this discussion and hopefully will answer some of the questions that have been or will be brought up:

- *Attachment 1: Agreement to Pay \$100,000 for Extension of Right to Purchase Habitat Site.* This agreement was entered into on December 18, 1995 between the Town and JMB/CM Village Associates, owners of the shopping center at the time. It stipulates that the owners of the shopping center desire the Town to purchase the gravel lot to be used for public parking and environmental protection purposes, to approve assessment districts and issue bonds for the acquisition, improvement, and maintenance of the Habitat Site (now referred to as the gravel lot), and that the owners of the Village will pay back the bonds issued for these purposes.
- *Attachment 2: Purchase and Sale Agreement.* This agreement was entered into on December 27, 1995 between the Town and General Electric Capital Corporation. It stipulates the terms of the sale of the Habitat Site. It notes, among other things, a purchase price of \$1,300,000.
- *Attachment 3: Grant Deed and Resolution No.2860.* These documents are the grand deed transferring title of the Habitat Site from General Electric Capital Corporation to the Town of Corte Madera, along with a resolution authorizing the Interim Town Manager to execute a certificate of acceptance of the property.
- *Attachment 4: Parcel Map of the Village.* The Habitat Site is shown as Parcel 1 on this map.
- *Attachment 5: Resolutions 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, and 2981 (with miscellaneous data attached).* These Resolutions establish the assessment districts and the issuance of bonds for the acquisition, improvement, and maintenance of the Habitat Site. Note that in the attachment to Resolution No. 2856 the bond purchase contract was for \$2,200,000, and in Resolution No. 2981 the annual maintenance assessment is \$10,000.
- *Attachment 6: Letter of Interest from Macerich dated November 9, 2015.* This letter expresses Macerich's interest in acquiring the Gravel Lot from the Town.
- *Attachment 7: Email from Perkins Cole dated 12/09/2015.* This email expresses the need for Restoration Hardware to acquire (or lease long term) the Gravel Lot in order to proceed with their expansion plans.

***Attachment 1: Agreement to Pay \$100,000 for  
Extension of Right to Purchase Habitat Site.***

**AGREEMENT TO PAY \$100,000  
FOR EXTENSION OF RIGHT TO  
PURCHASE HABITAT SITE**

THIS AGREEMENT is entered into on December 18, 1995, by and between the Town of Corte Madera, a municipal corporation ("Town") and JMB/CM Village Associates, a California General Partnership ("Associates").

**RECITALS**

A. The Associates, Macy's California, Inc., and Nordstrom, Inc. (collectively referred to as the "the Village owners") desire to have that certain property commonly known as the Habitat Site (A.P. # 24-032-19) ("Habitat Site") used for parking purposes.

B. The Town desires to use the Habitat Site only for, among other reasons, public parking and environmental protection purposes.

C. The Village owners propose that the Town (1) acquire the Habitat Site for the above purposes, (2) approve assessment districts and issue bonds for the acquisition, improvement and maintenance of the Habitat Site, (3) as part of said assessment district proceedings, assess the Village owners' properties to pay back the bonds issued as a result thereof, and (4) improve and maintain the Habitat Site for the above-stated purposes.

D. In furtherance of the Village owners' proposal, the Town has offered to purchase the Habitat Site from its current owner, General Electric Capital Corporation, a New York Corporation, ("GECC") and has incurred and will incur costs in negotiating the purchase agreement, investigating the conditions of the Habitat Site, designing and planning the improvements for the Habitat Site and performing other tasks necessary to the fulfillment of the proposal described in paragraph C above (such costs, "up front costs", and such work "up front work").

E. The Town and GECC have not yet executed a purchase agreement for the Habitat Site. The assessment districts mentioned above have not been approved. No bonds have been issued.

F. GECC has informed the Town and the Village owners that GECC will not entertain any further offers from the Town to acquire the Habitat Site and will not allow escrow to close on any purchase agreement which might be entered into beyond December 1995, unless GECC is paid, by December 18, 1995, \$100,000 as a nonrefundable deposit, to be credited against the purchase price for the Habitat Site.

G. The Associates is agreeable to paying said \$100,000 and

debt instruments issued as part of said districts' formation shall be secured by property owned by the Village owners and located at the Village Shopping Center, Corte Madera, California, and described in Exhibit "B" attached hereto and made a part hereof. The said debt instruments need not be tax-exempt.

- A. If the Town fails to approve said assessment districts due to no fault of any other person or entity, within 60 days after the Town council determines it will not approve said districts, the Town shall reimburse the Associates \$100,000, without interest.
  - B. Notwithstanding anything to the contrary stated herein, if the Town approves said assessment districts, the Town will, under no circumstances, be liable to pay to or reimburse the Associates, or any other party, the \$100,000.
  - C. If the Associates or any of the Village owners protests the formation or any other aspect of any of the said assessment districts, or takes any other action or fails to take any reasonable action, which said conduct, in whole or in part, prevents any of the said districts from being formed, prevents the levy of the assessments, prevents the issuance of the requisite debt instruments or bonds, prevents any other aspect of said districts from being consummated, and/or delays any action necessary to be taken to consummate said districts beyond March 29, 1996, the Town shall not be liable to pay to or reimburse the Associates the said \$100,000.
5. If the Town and GECC are unable to reach agreement on the terms and conditions of an agreement to purchase the Habitat Site, as long as GECC has paid the Town said \$100,000, the Town will pay or reimburse the Associates said \$100,000, without interest.
6. If the Town, exercising good faith, cancels or terminates any agreement entered into with GECC to purchase the Habitat Site in accordance with the terms and conditions of said agreement, the Town shall not be liable to pay or reimburse the Associates said \$100,000.
7. If the Town cancels or terminates any agreement entered into with GECC to purchase the Habitat Site and said cancellation or termination violates the terms and conditions of said agreement, within 60 days of said cancellation or termination the Town shall pay or reimburse the Associates said \$100,000, without interest.
8. Notwithstanding anything to the contrary stated herein,

15. Each individual executing this agreement, or its counterpart, on behalf of a corporation or other entity, warrants that he/she is authorized to do so and that this agreement constitutes the legally binding obligation of the entity which he/she represents.

16. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one agreement notwithstanding the fact that all parties are not signatories either on the same date or to the same counterpart.

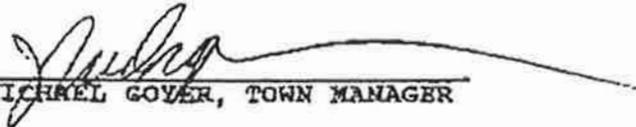
17. The Recitals to this Agreement constitute a part of this Agreement. All understandings and agreements heretofore made between the parties hereto are merged in this agreement, which alone fully and completely expresses the agreement of the parties as to the subject matter addressed herein.

18. This writing is intended both as the final expression of the agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this agreement.

19. Time is of the essence in this agreement and each of its provisions and failure to comply with this provision shall be a material breach of this agreement.

IN WITNESS WHEREOF the parties hereto executed this agreement on the date first written above.

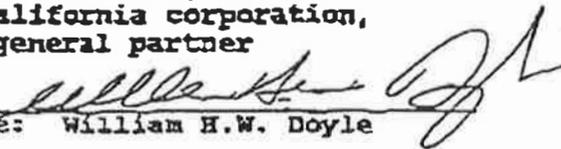
TOWN OF CORTE MADERA

BY:   
MICHAEL GOVER, TOWN MANAGER

JMB/CM Village Associates,  
a California general partnership

BY: Midway Associates,  
a California general partnership,  
as general partner

BY: Ernest W. Hahn, Inc.  
a California corporation,  
as general partner

By:   
Name: William H.W. Doyle

**Attachment 2: *Purchase and Sale Agreement.***

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of December 27, 1995, by and between General Electric Capital Corporation, a New York Corporation, ("Seller"), and the Town of Corte Madera ("Buyer"), with reference to the following facts:

A. Seller is the owner of that certain parcel of land bearing AP# 24-032-19 and located in the Town of Corte Madera, County of Marin, State of California, more particularly described in Exhibit "A" hereto and made a part hereof ("the Land"). The Land is unimproved.

B. Buyer desires to purchase from Seller and the Seller desires to sell to Buyer the "Property" (as hereinafter defined in Section 1.2) on the terms and conditions set forth herein.

NOW, THEREFORE, Seller and Buyer agree as follows: -

ARTICLE I

PROPERTY

1.1 Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 Land. The Land; and

1.1.2 Appurtenances. All rights, privileges and easements appurtenant to that portion of the Land being conveyed hereby, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Land (to the extent owned by Seller) as well as all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights of way or appurtenances, used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances").

1.2 "Property" and "Real Property" Defined. All of the items described in Sections 1.1.1 and 1.1.2 above are hereinafter collectively referred to as the "Property".

ARTICLE II

PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be One Million Three Hundred Thousand Dollars (\$1,300,000.00).

2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) One hundred thousand dollars shall be paid to Seller on or before December 18, 1995, which said sum has been paid and the receipt of which is acknowledged by Seller. Said \$100,000 shall be credited against the purchase price.

(b) On the Closing Date \$1.2 million will be paid by Buyer in cash.

### ARTICLE III

#### TITLE TO PROPERTY

3.1 Title to Real Property. At the Closing, Seller shall convey to Buyer fee simple title to the Real Property by execution and delivery of a Grant Deed in a form acceptable to Buyer. On the Closing Date, Buyer shall receive from a title insurance company acceptable to Buyer (the "Title Company" or "Escrow Holder") a CLTA Owner's Policy of Title Insurance with liability in the full amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to exceptions approved by Buyer as provided in Section 4.1 hereof, together with such endorsements as may be reasonably requested by Buyer. Indemnification of the Title Company to induce it to insure any otherwise unpermitted exception to title shall not be allowed except with the prior written consent of Buyer after full disclosure to Buyer of the nature and substance of such exceptions and indemnity.

3.2 As Is, Where Is Sale. Buyer acknowledges that the Property is property obtained by Seller by foreclosure of a loan regularly made by Seller through its lending activities and that Seller has not performed any investigations of the Property nor operated the Property (other than to act as landlord under the lease described in Section 4.1.2 below). Buyer acknowledges and agrees that the Property is unimproved land presently used by the lessee for parking, and that Buyer is acquiring the Property "AS IS, WHERE IS" in its present state and condition, with all faults of any kind or nature existing on the Property, and that no representation or warranty is made by Seller as to any matter respecting the Property, including, but not limited to, the suitability of the Property for Buyer's intended use or any other development. Buyer acknowledges that it has had or will have the opportunity to make such independent investigations as it deems necessary or appropriate concerning the Property and the condition thereof, including without limitation the presence or absence of any Hazardous Materials.

## ARTICLE IV

### CONDITIONS OF CLOSING

4.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property under this Agreement is subject to the fulfillment, no later than seven (7) days prior to the Closing, of each of the following conditions, each of which is for the benefit of Buyer and any or all of which may only be waived by Buyer in writing at its option.

4.1.1 Approval of Title. Buyer's receipt and approval of the following:

(a) a current CLTA preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report; and

(b) a statement of (and, if available, copies of) any other matters of any nature of which Seller has knowledge and which affect title to any part of the Property, whether or not of record and whether or not visible or ascertainable by inspection of the Property, and whether or not otherwise known to Buyer.

Buyer shall advise Seller within 10 business days after actual receipt of the report and all such materials, what exceptions to title, if any, will and will not be accepted by Buyer. Seller shall have 5 business days after receipt of Buyer's objections to give Buyer notice: (i) that Seller will use its best effort to remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (ii), Buyer shall have 5 business days to notify Seller of Buyer's election (y) to proceed with the purchase of and take the Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or (z) to terminate this Agreement with all parties bearing their own costs and fees, except that Seller shall pay for all escrow fees and title insurance costs. If Buyer shall fail to give Seller notice of its election within said 5 business days, Buyer shall be deemed to have elected to terminate this Agreement, and each party shall bear their own costs incurred under this Agreement. If Seller shall give notice pursuant to clause (i) and shall fail to remove any such objectionable exceptions from title prior to the Closing Date, Buyer may terminate this agreement with all parties bearing their own costs and fees, except that Seller shall pay for all escrow fees and title insurance costs incurred to the date of

termination, or may waive its objections and take title subject to such objectionable exceptions.

4.1.2 Inspection by Buyer. Buyers' approval after receipt of the following:

(a) Copy of the lease and amendments thereto, if any, and all material records relating to the lease. In this connection, Seller warrants that (i) there is only one such lease and it is between Seller and the Hahn Company, (ii) a copy of said lease (and any amendment) will be provided to Buyer by no later than ~~January 12, 1996~~ and (iii) said lease is in full force and effect and that no party to said lease is in default thereunder.

February 28, 1996

(b) Copies or originals of all writings in Seller's possession or under its control pertaining to the condition of the Property or any improvements on the Property. Said writings shall be delivered to Buyer by no later than ~~January 12, 1996~~.

4.1.3 Establishment of Funding Mechanism. Buyer's establishment and approval of mechanisms or means (and the passage of any statute of limitations applicable to same without initiation of litigation challenging same) by which the Buyer shall be assured a source, other than itself, of funds necessary to pay and/or reimburse itself for (i) the purchase price specified herein, (ii) all costs incurred by Buyer in connection with this Agreement, (iii) all costs of improving the Property, and (iv) all costs of maintaining the Property and its improvements. Evidence of the fulfillment of this condition shall be written notice to that effect prepared and signed by Buyer and delivered to Seller.

including the taxes and assessments described in Section 5.8(e).

4.1.4 Physical Characteristics of the Property.

(a) Inspection. Buyer's review and approval of the physical characteristics of the Property. In this connection, Buyer's obligation to purchase the Property shall be conditioned upon Buyer's approval of the conditions stated in this Section 4.1.4 no later than seven (7) days before the Closing Date (the "Inspection Period"). These conditions shall be deemed to be accepted unless Buyer, on or before the expiration of the Inspection Period, gives written notice of its dissatisfaction to Seller.

(b) Physical Condition. Buyer shall have approved, in its sole and absolute discretion, all matters concerning the condition of the Property, the presence or absence on, under or upon the Property of any Hazardous Materials (as defined below), any problems associated with Hazardous Materials

and the results of any physical inspections, surveys, tests and studies to determine the presence or absence of Hazardous Materials, any problem involving Hazardous Materials or any other matter investigated with respect to the Property.

(c) Tests; Access; Indemnity. During the Inspection Period, Buyer and its agents shall have access to and Seller hereby grants to Buyer and its agents access to the Property and each part thereof for inspecting, surveying, testing, engineering and evaluating the Property to determine the nature, existence, absence and extent of any Hazardous Materials, any problems associated with Hazardous Materials on the Property or any other matter or condition of the Property. Buyer shall provide Rick Brown (714/753-5710) at least five (5) business days advance notice of the number, depth, and location of any and all borings and/or samplings Buyer intends to perform on the Property. Buyer shall leave the Property in nearly the same condition and repair upon completion of any tests, studies or entry pursuant to this section and keep the Property free from liens relating to or arising out of such tests, studies or entries. Buyer shall indemnify and hold Seller harmless from any loss or liability resulting from any entry on the Property pursuant to this section. Buyer shall have no duty to Seller to guard against or clean up any hazardous waste or Hazardous Materials, except to the extent such waste or materials are brought onto the Property by Buyer or Buyer's agents as part of said inspections.

(d) Disclosure of Findings. Within forty-eight (48) hours after receiving any written reports pertaining to Hazardous Materials on the Property, Buyer shall mail a copy of said report to Seller at Anne H. Duncan, McDermott, Will & Emery, 1301 Dove Street, Suite 500, Newport Beach, CA 92660, and Buyer shall keep the findings of said report confidential (and so instruct its agents and contractors preparing the report) unless otherwise required by applicable law.

4.1.5 Governmental Permits, Approvals and Regulations. Buyer's review and approval of all governmental permits and approvals obtained or held by Seller and relating to the construction, operation, use or occupancy of any part of the Property, and all zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting or regulating or otherwise affecting the use, occupancy or enjoyment of the Property.

4.1.6 Accuracy of Representations. All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller

shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

4.1.7 No Hazardous Materials. Buyer's satisfaction that there are no Hazardous Materials on the Property and that the soils and other physical conditions of the Property are suitable to Buyer's intended uses of the Property.

4.1.8 Foreign Investors. Buyer's receipt of the affidavit, certification or notice required by Section 1445 of the Internal Revenue Code of 1954, as amended (the "Code"), and the Regulations pursuant thereto, in a form satisfactory, in Buyer's sole judgment, to relieve Buyer of any potential transferee withholding liability under such Section. If Seller fails to deliver such affidavit, certification or notice to Buyer prior to or at the Closing, or Buyer has knowledge or receives notice of the falsity of such document, then the transaction shall be completed at the Closing but Buyer shall withhold ten percent (10%) of the "amount realized" (as set forth in the Regulations) by Seller and transmit it to the Internal Revenue Service Center, Philadelphia, PA 19255, all in accordance with Section 1445 and the Regulations pursuant thereto.

#### 4.2 Buyer's Remedies.

(a) The foregoing conditions contained in this Article IV are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property pursuant to all of the other terms of this Agreement, reserving all of its other rights and remedies available to it under this Agreement or otherwise by law or in equity by reason of such failure of condition, or, in the alternative, to terminate this Agreement and receive all deposits (except for the deposit described in Section 2.2(a) which will not be refundable upon such termination), plus interest, made by the Buyer into escrow.

(b) Notwithstanding anything to the contrary stated elsewhere in this Agreement, in the event of a breach by Seller of any of its covenants, representations, warranties or other agreements set forth in this Agreement, Buyer may elect (i) nevertheless to proceed with the purchase of the Property, reserving all of its other rights and remedies available to it under this Agreement or otherwise at law or in equity including, without limitation, the right of specific performance, the right to collect damages for such breach and the right to the survivability of the Seller's warranties, and the indemnification as provided in Section 8.1, or (ii) to terminate this Agreement by written notice to Seller delivered prior to Closing, and upon such termination, Buyer shall be paid by Seller the sum described

in Section 2.2(a) whether or not said sum is deposited into escrow and be refunded all of its deposits into escrow, and relieved of all further obligations hereunder.

(c) In the event Buyer elects to terminate this Agreement pursuant to this Section 4.2, Seller shall pay, within five (5) business days of Buyer's written demand, all title and escrow charges and all other of Buyer's costs incurred, and, except as otherwise expressly provided in this Section 4.2, neither party shall have any further rights or obligations under this Agreement.

4.3 Seller's Remedies.

(a) Notwithstanding anything to the contrary elsewhere stated in this Agreement, in the event of a breach by Buyer of any of its covenants, representations, warranties or other agreements set forth in this Agreement, Seller (i) may elect to terminate this Agreement by written notice to Buyer delivered prior to Closing, and upon such termination, Seller shall be relieved of all further obligations hereunder; and (ii) recover from and be paid by Buyer the liquidated damages amount specified in Section 4.4.

4.4 Liquidated Damages. BY INITIALING THIS SECTION, BUYER AND SELLER AGREE THAT SHOULD A BREACH OF THIS AGREEMENT BY BUYER RESULT IN THE FAILURE BY THE OTHER PARTY TO CONSUMMATE THE PURCHASE OF THE PROPERTY, SELLER'S ACTUAL DAMAGES WOULD BE DIFFICULT AND IMPRACTICAL TO ASCERTAIN. BUYER AND SELLER AGREE THAT ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) IS A REASONABLE ESTIMATE OF ACTUAL DAMAGES SHOULD SUCH BREACH BY BUYER RESULT IN THE FAILURE BY THE OTHER TO CONSUMMATE THE PURCHASE OF THE PROPERTY, AND SELLER SHALL BE ENTITLED TO SUCH AMOUNT AS LIQUIDATED DAMAGES -- WHICH SHALL BE SELLER'S SOLE REMEDY AT LAW OR EQUITY. UPON EXECUTION OF THIS AGREEMENT, THE \$100,000 DESCRIBED IN §2.2(A) SHALL BE RELEASED AND PAID OVER TO THE SELLER BY ANY ESCROW HOLDER HOLDING SAID SUM AT THAT TIME. IN THE EVENT OF THE BUYER'S BREACH OF THIS AGREEMENT REFERRED TO HEREIN, SELLER SHALL BE ENTITLED TO RETAIN SAID \$100,000 AS ITS OWN PROPERTY WHICH SAID SUM SHALL BE THE LIQUIDATED DAMAGES. PROVIDED FOR IN THIS §4.4, AND THE BUYER SHALL NOT BE REQUIRED TO PAY TO SELLER ANY ADDITIONAL SUMS AS LIQUIDATED DAMAGES. SELLER WAIVES THE RIGHT TO SPECIFIC PERFORMANCE.

MS  
Seller's initials

MSR  
Buyer's initials

## ARTICLE V

### CLOSING AND ESCROW

5.1 Deposit with Escrow Holder and Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

#### 5.2 Closing.

(a) The closing hereunder (the "Closing") shall be held at the offices of First American Title Company at 600 Fifth Avenue, San Rafael, California. The closing shall take place on March 29, 1996 (the "Closing Date"): All documents shall be deemed delivered on the date the Deed is recorded. Said date may not be extended without the written approval of Seller.

(b) In the event the Closing does not occur on or before the Closing Date or as extended in accordance herewith, Escrow Holder shall, unless it is notified by both parties to the contrary within 5 days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder.

5.3 Delivery by Seller to Escrow Holder. Prior to the Closing Date, Seller shall deliver to Escrow Holder the Deed, duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 Delivery by Seller to Buyer. At or before the Closing Seller shall deliver to Buyer the following:

(a) All documents referred to in Sections 4.1.2(a) and (b).

(b) Notices to tenants under the lease, advising the tenants of the sale of the Property and the tenants' obligations to pay all rent and tender all performance to Buyer, in a form acceptable to Buyer; duly executed by Seller;

(c) Such resolutions, authorizations, or other documents or agreements relating to Seller as shall be reasonably required in connection with this transaction;

(d) All books and records (or copies thereof), if any, relating to the operation and maintenance of the Property prior to the Closing Date;

(e) Any documents, instruments, data, records, correspondence or agreements, if any, called for hereunder which have not previously been delivered.

5.5 Delivery by Buyer to Escrow Holder. On the Closing Date, Buyer shall deliver to Escrow Holder the sum described in Section 2.2(b), less adjustments pursuant to Section 5.8.

5.6 Other Instruments. Seller and Buyer shall each deliver such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.7 Close of Escrow.

(a) Provided that Escrow Holder has received the documents, instruments and funds described in Sections 5.3, 5.5 and 5.6 hereof, that Escrow Holder has not received written notice from Buyer or Seller that any of the conditions to Closing set forth in Article IV have not been satisfied or waived or that any of the representations and warranties made by Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1 hereof, Escrow Holder is authorized and instructed at 8:00 a.m. on the Closing Date to:

(i) Record the Deed with the Marin County Recorder; and

(ii) Provide for the payment as set forth in Sections 2.2(b) and 5.8(e) to Seller, less (y) Seller's share of prorations.

Escrow Holder is instructed to request that the amount of the Documentary Transfer Tax due be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made.

5.8 Prorations and Apportionments.

(a) Seller warrants that there are no delinquent taxes or assessments owed on or by reason of the Property.

(b) All revenues and all expenses of the Property shall be prorated and apportioned as of 12:01 a.m. on the Closing Date, so that Seller shall bear all expenses with respect to the

Property and shall have the benefit of all income with respect to the Property through and including the period preceding the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration 30 days after the Closing Date or as soon thereafter as the precise amounts can be ascertained. A statement setting forth such agreed prorations shall be delivered to Escrow Holder. Escrow Holder shall not be required to calculate any prorations.

(c) Prepaid rents under the Leases shall be credited to Buyer. Credits for free rents, concessions, lease takeovers and similar matters not previously paid or satisfied prior to the Closing Date, shall be credited to Buyer. Rents in arrears will not be prorated, but will be paid to Seller by Buyer when collected by Buyer, such payment to occur every 30 days following the Closing Date. The first monies received by Buyer from each tenant after the Closing Date shall be applied first to current rent due (unless specifically otherwise designated by the tenant) and thereafter shall be applied to rent in arrears.

(d) Expenses to be prorated shall include taxes (including personal property taxes on Personal Property), water rates and sewer rates, if any, gas, electricity and other utility charges, any unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees and other expenses customarily prorated. If possible, in lieu of prorating, utilities and other expenses shall be contracted for in the name of Buyer as of the Closing Date.

(e) Buyer shall not be responsible for any proration of the current real property taxes and outstanding bonds or assessments applicable to the Property after the close of escrow, according to applicable California law; provided, however, that Seller shall have no obligation for any such items and provided further than Buyer shall be responsible for obtaining any exemptions from such items as may be available to it under California law; provided, further, however, that notwithstanding anything to the contrary stated hereinabove, upon the Closing Date and only if Closing occurs, Buyer shall pay for all real property taxes and real property assessments applicable to the Property which accrue from December 28, 1995, until close of escrow. ~~provided that the amount of said payment can be and is included in the assessments to be approved and imposed pursuant to the funding mechanism described in Section 4.1.2.~~

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## 5.9 Computation of Certain Prorations.

(a) Final proration of percentage rents and similar apportionable items which are dependent for their calculation upon economic performance over a specified interval of time shall be accomplished as follows: The parties shall await the expiration of the specified interval to determine the gross rents, gross receipts and other economic performance over the entire interval and then prorate the item by allocating to Seller the product of the rents or other similar apportionable item for the entire interval multiplied by a fraction, the numerator of which is the number of days within the specified interval which occur before the Closing Date and the denominator of which is the number of days in the specified interval.

(b) Operating expenses which are payable (or reimbursable) by any present tenant of the Property or any portion thereof shall not be prorated hereunder (except to the extent that Seller is due a credit for having already paid such expense). Buyer shall send customary statements for reimbursement of operating expenses and taxes to tenants under the Leases after consulting with Seller with respect to appropriate amounts due therefor, and shall remit to Seller, upon receipt, Seller's prorated share thereof, determined as provided in Subsection (a) above.

5.10 Arrearages. Seller reserves all claims and causes of action against tenants and others who are in arrears, and Buyer shall provide its reasonable cooperation to Seller in pursuing such arrearages and shall promptly remit arrearages and other sums due to Seller upon receipt thereof, subject to the provisions of Section 5.8(c) hereof. If Buyer is holding a security deposit as to any tenant who owes money to Seller, then, upon expiration of that tenant's lease, Buyer shall apply the security deposit to the payment of any sum due Seller to the extent the security deposit is not otherwise applied to payment of sums due Buyer. The provisions of this Section shall survive the Closing. Buyer shall use its best efforts to collect all sums in arrears as of the Closing Date due to Seller, but shall not be required to commence or prosecute any litigation. Seller may commence and prosecute litigation against any tenant for rents in arrears, but not for termination of any Lease.

5.11 Payment of Adjustments to Proration. Either party owing the other party a sum of money based on adjustments made to prorations after the Closing Date shall promptly pay that sum to the other party, together with interest thereon at the rate of ten percent (10%) per annum to the date of payment if payment is not made within 10 days after mutual agreement of the amount due.

5.12 Costs and Expenses. Seller shall pay the premium for the Title Policy and the costs incurred in removing title exceptions, but Buyer shall pay for all endorsements to the Title Policy. All escrow fees and the cost of any documentary or other transfer taxes applicable to the sale shall be paid by Buyer.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1 Authority of Seller. Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of New York, is authorized to do business in the State of California, and has the authority to own and convey the Property; this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and to Seller's knowledge do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.2 Records. As of the Closing Date, all documents relating to or affecting the Property in Seller's possession will have been delivered to Buyer pursuant to this Agreement.

6.3 Absence of Fraud or Misleading Statements. To Seller's knowledge, no representation, warranty or statement of Seller in this Agreement or in any document, certificate or schedule furnished or to be furnished to Buyer pursuant thereto or in connection with the transactions contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein misleading. All such representations, warranties or statements of Seller are based upon current, accurate and complete information as of the time of their making and there has been no adverse material change in such information subsequent thereto.

6.4 Leases. The copy of the lease with the Hahn Company is a true and correct copy of said lease and is in full force and effect and there are no other agreements, written or oral, with respect to the leasing or renting of the Property. To Seller's knowledge, there are no material defaults under the lease. No tenant under the lease has prepaid any rent or other charges for more than the current month. No tenant under the lease has any right or option to purchase the Property or any portion thereof

or interest therein, and there are no outstanding agreements of sale with respect to the Property or any portion thereof or any interest therein. Except as provided in the lease, no tenant under the lease has the right to renew or extend the lease, and no tenant under the lease has the right to free rent, rebate, allowance, concession, security or other deposit.

6.5 Service Contracts and Other Agreements. Copies of Service Contracts made available to Buyer pursuant to Section 4.1.2 are true and correct copies of all such Service Contracts and are in full force and effect. Except for said Service Contracts there are no other service or maintenance contracts relating to the Property.

6.6 Default in Respect of Appurtenances. To Seller's knowledge, there is no default under or in respect of any of the Appurtenances on the part of any party thereto and no condition exists that with the passage of time or giving of notice or both would constitute such a default.

6.7 Litigation. Except for the case entitled Julio Egizio Bandoni vs. Village Shopping Center, G.E. Capital Corporation, Property Maintenance Systems, Town of Corte Madera, and Does 1 to 20, Marin County Superior Court Case No. 164306, to Seller's knowledge there is no litigation pending or, to Seller's knowledge, threatened, against Seller or any basis therefor that arises out of the ownership of the Property.

6.8 Use and Operation of Property. Seller knows of no facts nor has Seller failed to disclose to Buyer any fact which would prevent Buyer from using and operating the Property after Closing in the manner in which the Property has been used, leased and operated prior to the date hereof.

6.9 Other Contracts to Convey Property. Except as to a purchase offer made by Mac Engle (which has been rejected by Seller), Seller has not committed or obligated itself in any manner whatsoever to sell the Property to any party other than Buyer. Seller has not hypothecated or assigned any rents or income from the Property in any manner.

6.10 Property Tax Assessment. Notwithstanding any other provision of this Agreement to the contrary, if Buyer shall become liable after the Closing for payment of any property taxes assessed against the Property for any period of time prior to the Closing Date, Seller shall immediately pay to Buyer on demand an amount equal to such tax assessment.

6.11 Agreements Affecting the Property. To Seller's knowledge, at the Closing Date, there will be no leases, easements, encumbrances or other agreements affecting the

Property except as shown in the preliminary title report described in Article IV, or as otherwise disclosed to Buyer by Seller in writing and approved by Buyer.

6.12 Seller's Knowledge. "To Seller's knowledge" as used herein shall mean the actual knowledge of Rick Brown.

6.13 Subsequent Information. If any information relevant to the representation and warranties of Seller under this Agreement shall come to Buyer's attention before the Closing Date (whether through Seller or otherwise), then for the purposes of Seller's liability under such representations and warranties, the effect shall be as if the representations and warranties were so modified in this Agreement; provided, however, that Buyer's opportunity to make an investigation of the Property shall not limit the express representations and warranties of Seller made herein, unless specific knowledge comes to the attention of Buyer through such investigation.

6.14 Survival. The representations and warranties of Seller contained herein shall survive the Closing Date.

6.15 "AS-IS" Sale. Except as set forth above, Buyer acknowledges that Seller makes no representation or warranty, either express or implied, with respect to the Property, its present condition or its fitness or suitability for any particular purpose.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

7.1 Authority of Buyer. Buyer is a general law city duly organized and existing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and, to Buyer's knowledge, do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

7.2 Litigation. There is no litigation pending or, to Buyer's knowledge, threatened, against Buyer or any basis therefor before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer.

7.3 Financial Condition. Provided the conditions described in §4.1.4 are fully satisfied, Buyer will have adequate financial resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

7.3 Absence of Fraud and Misleading Statements. To Buyer's knowledge, no representation, warranty or statement of Buyer in this Agreement or in any document, certificate or schedule furnished or to be furnished to Seller pursuant thereto or in connection with the transactions contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein misleading. All such representations, warranties or statements of Buyer are based upon current, accurate and complete information as of the time of their making and there has been no adverse material change in such information subsequent thereto.

7.4 Buyers Knowledge. "To Buyer's knowledge" as used herein shall mean the actual knowledge of Michael Goyer, Town Manager.

## ARTICLE VIII

### COVENANTS

As to matters as to which Escrow Holder need not be concerned, Seller and Buyer covenant and agree with one another as follows:

8.1 Indemnification by Seller. Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, including without limitation, reasonable attorneys' fees and costs suffered by Buyer as a direct or indirect result of:

(a) Any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement or any document, certificate, or exhibit given or delivered to Buyer pursuant to or in connection with this Agreement; and

(b) Any and all obligations, liabilities, claims, liens or encumbrances, whether direct, contingent or consequential and no matter how arising, and in any way related to the Property and arising or accruing before the Closing Date, or in any way related to or arising from any act, conduct, omission, contract or commitment of Seller (or any of its agents or employees) at any time or times before the Closing Date, including, without limitation, (i) all foreseeable and all unforeseeable consequential damages, directly or indirectly

arising out of the use, generation, storage, or disposal of Hazardous Materials by Seller, and (ii) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by the Seller and/or its agents on the Property prior to transfer of title thereto to Buyer.

The provisions of this Section shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

8.2 Indemnification by Buyer. Buyer hereby agrees to indemnify Seller and hold Seller harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, including without limitation, reasonable attorneys' fees and costs suffered by Seller as a direct or indirect result of:

(a) Any misrepresentation or breach of warranty or breach of covenant made by Buyer in this Agreement or any document, certificate, or exhibit given or delivered to Seller pursuant to or in connection with this Agreement; and

(b) Any and all obligations, liabilities, claims, liens or encumbrances, whether direct, contingent or consequential and no matter how arising, and in any way related to or arising from any act, conduct, omission, contract or commitment of Buyer (or any of its agents or employees) at any time or times after the Closing Date, including, without limitation, (i) all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Buyer, and (ii) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, where such action is required or necessary following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by the Buyer and/or its agents on the Property after the transfer of title thereto to Buyer.

## ARTICLE IX

### CONDEMNATION

9.1 Condemnation. In the event that prior to the Closing Date a governmental entity shall commence any eminent domain

proceeding to take any material portion of the Property, then Buyer shall have the option to elect either of the following:

(a) Terminate this Agreement by written notice to Seller within 5 days of its receiving notice of such action of condemnation; or

(b) Elect to proceed with the transaction in which case the Purchase Price shall not be reduced and Buyer shall be entitled to the net award paid to Seller or Seller's mortgagee for such taking, if any, and Seller shall assign and transfer to Buyer all right, title and interest in and to any awards, it being expressly agreed that in such event Seller shall have no obligation to repair or restore the Property or any portion thereof. Any award paid to Seller's mortgagee shall be credited to Buyer by deducting the amount so paid from the Note.

9.2 Damage or Destruction. In the event that the Improvements are damaged or destroyed by fire or other casualty prior to the Closing Date Buyer shall have the option to terminate this Agreement by written notice to the Seller within five days after the occurrence of the damage or destruction.

#### ARTICLE X

##### POSSESSION

Possession of the Property shall be delivered to Buyer on the Closing Date, provided, however, that without limiting any other provisions of this Agreement, Seller shall provide authorized representatives of Buyer reasonable access to the Property for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein.

#### ARTICLE XI

##### MISCELLANEOUS

11.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon date of delivery (or refusal to accept delivery) as indicated on the return receipt:

If to Seller:

General Electric Capital Corporation  
7700 Irvine Center Drive, Suite 500  
Irvine, CA 92718  
Attention: Rick Brown

If to Buyer: c/o Town Manager  
Town of Corte Madera  
300 Tamalpais Drive  
Corte Madera, CA 94976

with a copy to: Jeffrey A. Walter, Esq.  
Walter & Pistole  
Waterfall Towers, Suite 201B  
2455 Bennett Valley Road  
Santa Rosa, CA 95404

11.2 Attorneys' Fees. In the event any action is brought in equity or in law or by way of arbitration to enforce any of the terms and conditions contained herein, the prevailing party shall be entitled to recover, in addition to other lawful costs awardable to it, reasonable attorneys' fees.

11.3 Successors and Assigns. Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding the immediately preceding sentence to the contrary, in the event that Seller breaches this Agreement, JMB/CM Village Associates, a California general partnership ("partnership") shall have the right to pursue the Seller for recovery of and recover from the seller said \$100,000 described in §2.2(a), without interest.

11.4 Time is of the Essence. Time is of the essence in this agreement and each of its provisions and failure to comply with this provision shall be a material breach of this agreement.

11.5 Entire Understanding. Except as to the "Agreement to Extend Escrow Closing Date" dated December 18, 1995, between the Seller and Buyer, this writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

11.6 Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year written below.

BUYER:

TOWN OF CORTE MADERA

DATED: 2/24/96

By: *Norman M. Sullivan*

SELLER:

GENERAL ELECTRIC CAPITAL CORPORATION

DATED: 2/16/96

By: *[Signature]*  
Title: Asset Manager

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE TOWN OF CORTE MADERA, COUNTY OF MARIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF THE VILLAGE", FILED FOR RECORD AUGUST 30, 1984, IN VOLUME 22 OF PARCEL MAPS, AT PAGE 29, MARIN COUNTY RECORDS.

**Attachment 3: *Grant Deed and Resolution  
No.2860***

4

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE COMPANY OF MARIN  
AND WHEN RECORDED MAIL TO:

TOWN OF CORTE MADERA  
300 TAMALPIAS DRIVE  
CORTE MADERA, CA 94925

FIRST AMERICAN

96 -015535

Check .00

Recorded  
Official Records  
County of  
MARIN  
JOAN C THAYER  
Recorder  
2:10pm 27-Mar-96

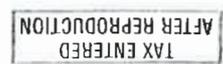
FS 4

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. 8-186016LM:JC TITLE ORDER NO. 186016

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$ 1430.<sup>00</sup>  
[X] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.  
[ ] Unincorporated area [X] City of CORTE MADERA, AND



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation

hereby GRANT(s) to:

TOWN OF CORTE MADERA, a Municipal Corporation

the real property in the City of CORTE MADERA, County of Marin, State of California, described as: PARCEL 1, as shown upon that certain map entitled, "Parcel Map of The Village", filed for record August 30, 1984, in Volume 22 of Parcel Maps, at Page 29, Marin County Records.

A.P. #24-032-19  
ALSO KNOWN AS: UNIMPROVED LAND, CORTE MADERA, CA 94925

DATED March 21, 1996  
STATE OF CALIFORNIA  
COUNTY OF Orange  
On March 29, 1996  
before me, the undersigned  
a Notary Public in and for said State, personally appeared  
Philip D. McClumpha

GENERAL ELECTRIC CAPITAL CORPORATION, a  
New York Corporation  
By: Philip D. McClumpha  
Philip D. McClumpha

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



Signature Renee M. Kohlman

(This area for official notarial seal)

Mail tax statements to: TOWN OF CORTE MADERA, 300 TAMALPIAS DRIVE, CORTE MADERA, CA 94925



**RESOLUTION NO. 2860**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE  
MADERA AUTHORIZING THE TOWN MANAGER, OR HIS DESIGNEE, TO  
EXECUTE CERTIFICATE OF ACCEPTANCE AND OTHER CLOSING  
DOCUMENTS**

**WHEREAS, the Town Council has previously approved an agreement to purchase real property commonly known as the Habitat Site from the General Electric Capital Corporation, a New York corporation, ("GECC");**

**WHEREAS, said agreement has been fully signed by all parties;**

**WHEREAS, the conditions precedent to the closing of the escrow established pursuant to that agreement have been satisfied or waived by the party in whose benefit the condition(s) operated;**

**WHEREAS, in order to close escrow, the escrow officer requires the adoption of this resolution and the approval of the attached "Certificate of Acceptance";**

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA RESOLVES AS FOLLOWS:**

**1. That it reaffirms its approval of the agreement with GECC to purchase the real property described in Exhibit "A" attached hereto and made a part hereof.**

**2. That the Interim Town Manager, Dr. Gary Chase, and/or his designee, is authorized and hereby directed: (i) to execute the Certificate of Acceptance in a form substantially similar to that shown on Exhibit "B" attached hereto and made a part hereof; (ii) to execute all other documents necessary to close the escrow established to consummate said purchase; and (iii) to take all other actions and steps necessary to consummate said purchase of the said real property.**

**3. That by signing said documents, Dr. Chase and/or his designee shall bind the Town of Corte Madera to the document in accordance with the document's terms and conditions.**

**\* \* \* \* \***

**I, the undersigned, hereby certify that the foregoing is a full, true and complete copy of a resolution duly passed and adopted by the Council of the Town of Corte Madera at a regular meeting thereof held on the 19th day of March, 1996, by the following vote:**

**Ayes, and in favor thereof, Councilmembers: Airoidi, Blair, Gioia,  
Marker, Richardson.**

**Noes, Councilmembers: None.**

**Abstain, Councilmembers: None.**

**Absent, Councilmembers: None.**

**ATTEST:**

  
\_\_\_\_\_  
**Christine Bell, Town Clerk**

**Approved:**

  
\_\_\_\_\_  
**Norman Richardson, Mayor**

**Approved as to form:** \_\_\_\_\_

**Town Attorney**

96-015535

MAR 27 1996

DOCUMENT NO.

DATE: MARCH 20, 1996

STATEMENT OF TAX DUE AND REQUEST  
THAT AMOUNT OF PROPERTY TRANSFER TAX NOT BE SHOWN ON THE  
PERMANENT RECORD IN THE OFFICE OF THE MARIN COUNTY RECORDER

PURSUANT TO SECTION 11932 R & T CODE AND COUNTY OF MARIN ORD. #1612

TO: MARIN COUNTY RECORDER

REQUEST IS HEREBY MADE IN ACCORDANCE WITH THE PROVISIONS OF THE  
DOCUMENTARY TRANSFER TAX ACT THAT THE AMOUNT OF PROPERTY TRANSFER TAX BE  
SHOWN ON THIS FORM FOR LATER ENTRANCE ON THE ACCOMPANYING DOCUMENT WHICH  
NAMES:

GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation  
(NAME OF ONE GRANTOR OR LESSOR)

AND

TOWN OF CORTE MADERA, a Municipal Corporation  
(NAME OF ONE GRANTEE OR LESSEE)

PROPERTY DESCRIBED IN THE ACCOMPANYING DOCUMENT IS LOCATED IN:

TOWN OF CORTE MADERA  
(SHOW NAME OF CITY OR UNINCORPORATED AREA)

THE AMOUNT OF TAX DUE ON THE ACCOMPANYING DOCUMENT IS \$14 30. 00

FIRST AMERICAN TITLE COMPANY OF MARIN

(SIGNATURE OF PARTY OR AGENT)

NOTE: AFTER THE PERMANENT RECORD IS MADE, THIS FORM WILL BE AFFIXED TO THE  
CONVEYING DOCUMENT AND RETURNED WITH IT.

**Attachment 4: *Parcel Map of the Village.***

2-2  
A

**OWNER'S CERTIFICATE**  
The undersigned are the only persons having any record title interest in the land described herein and no other person has any record title interest in the land described herein. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility.

**COUNTY TAX COLLECTOR'S CERTIFICATE**  
I, Joseph A. Carrigan, the Collector of the County of Marin and the Clerk of the Board of Supervisors of the County of Marin, do hereby certify that the taxes for unpaid taxes, County of Marin, California, collected as shown on the attached statement, are due and payable against the tract or subdivision of land therein herein described.

**CLERK OF THE BOARD OF SUPERVISORS**  
I, the undersigned, Clerk of the Board of Supervisors of the County of Marin, State of California, do hereby certify that a good and valid copy of the Board of Supervisors of the County of Marin, California, has been filed with said Board and that said Board, by its terms, is authorized to sell the land described herein and to convey the same to the person or persons named herein and to execute all necessary instruments in that behalf to be done.

**ENGINEER'S CERTIFICATE**  
This map was prepared by the undersigned and is based upon a field survey conducted in accordance with the provisions of the State Map Act and local ordinances. The map is a true and correct representation of the land as shown on the ground and is in accordance with the requirements of the State Map Act and local ordinances.

**TOWN ENGINEER'S CERTIFICATE**  
This map conforms with the requirements of the Subdivision Map Act and local ordinances.

**TOWN COUNCIL**  
The Town Council of the Town of Corte Madera, State of California, has approved this map and has authorized the undersigned to execute and record the same.

**RECORDER'S CERTIFICATE**  
This map was recorded in the County of Marin, California, on the 14th day of July, 2009, at 1:00 PM.

**OWNER'S CERTIFICATE**  
The undersigned are the only persons having any record title interest in the land described herein and no other person has any record title interest in the land described herein. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility.

**ACKNOWLEDGEMENT**  
Notary Public in and for said County and State.

**STEWART TITLE OF CALIFORNIA**  
A CALIFORNIA CORPORATION, AS TRUSTEE  
Stewart Title of California, Secretary

**ACKNOWLEDGEMENT**  
STATE OF CALIFORNIA, DO NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE. I, Stewart Title of California, Secretary, do hereby certify that the foregoing instrument was presented to me by the undersigned and that I have read the same and that the same is in conformity with the requirements of the State Map Act and local ordinances.

**OWNER'S CERTIFICATE**  
The undersigned are the only persons having any record title interest in the land described herein and no other person has any record title interest in the land described herein. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility.

**OWNER'S CERTIFICATE**  
The undersigned are the only persons having any record title interest in the land described herein and no other person has any record title interest in the land described herein. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility. The undersigned hereby irrevocably, exclusively and for all purposes dedicate to the public use of the State of California the land described herein for the purpose of a public utility.

261-5571



***Attachment 5: Resolutions 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, and 2981 (with miscellaneous data attached).***

RESOLUTION NO. 2850

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA  
CONDITIONING APPROVAL AND EXECUTION OF ASSESSMENT RESOLUTIONS  
ON CERTAIN CONDITIONS.**

WHEREAS, the Town Council shall be considering various resolutions and actions pertaining to the creation of assessment and maintenance districts to fund the acquisition, improvement and maintenance of the Shoreline Parking property; and

WHEREAS, said resolutions and actions are described in items Number 4 and 5 of the agenda for the Council meeting of February 20, 1996, and the real property to which they pertain ("Shoreline Parking Property") is also described in the materials prepared for said agenda items and submitted to the Council for consideration; and

WHEREAS, certain matters and issues remain unresolved, the resolution of which is considered by the Council to be of sufficient importance to make their resolution a condition precedent to the efficacy of any and all actions which the Council may take to approve the resolutions or take the actions described in said agenda items:

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA  
HEREBY RESOLVES AS FOLLOWS:**

1. In the event that any of the actions or resolutions proposed to be taken or adopted, respectively, in said agenda items which respect to the Shoreline Parking Property are taken or adopted by the Council, said actions and approvals shall not be effective nor binding upon the Town of Corte Madera, nor may any Town employee or officer execute any of the said resolutions or the documents to which they pertain unless and until Dr. Gary Chase, and/or his designee, certify the following:

A. All of the conditions precedent to the close of escrow for the sale of the Shoreline Parking Property from GECC to the Town of Corte Madera have been met in accordance with their terms or waived by the Town;

B. A majority of the owners of the properties which are subject to and shall be burdened by any of the assessments which may be approved by the Council as part of the Council's actions taken with respect to said agenda items consent, in writing, to the assessments including the real property taxes and assessments on the Shoreline Parking Property which the town is required to pay to GECC from December 28, 1995, to the date of closing;

C. The Town has received originally executed and properly authenticated or notarized (if required by bond counsel) writings (in a form approved by bond

counsel) from a majority of the owners of the properties which will be subject to and burdened by the assessments (which may be approved under said agenda items) consenting to each and every said assessment; and

D. All documents and resolutions pertaining to said assessment districts which memorialize the actions, statements and reports required to effectuate said assessment districts are revised for consistency and properly executed by all necessary parties.

\*\*\*\*\*

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof held on the 19th day of February, 1996, by the following vote, to wit:

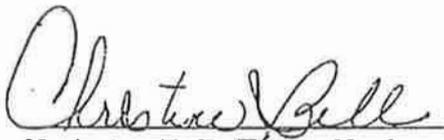
AYES: Councilmembers: Airoidi, Blair, Gioia, Marker, Richardson

NOES: Councilmembers: - None -

ABSENT: Councilmembers: - None -

  
Norman Richardson, Mayor

ATTEST:

  
Christine Bell, Town Clerk

RESOLUTION NO. 2851

RESOLUTION AMENDING RESOLUTION OF INTENTION NO. 2827

SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

The Town Council hereby amends Resolution No. 2827, Resolution of Intention to Order Improvements, adopted by the Council of the Town of Corte Madera on October 17, 1995, as follows:

1. Delete the description of the improvements and insert therefor the following:

The acquisition of a parcel of land, five acres in size more or less, and the construction thereon of a public vehicular parking area, including landscaping, drainage facilities, traffic control facilities and other appurtenances and the payment of incidental expenses.

2. Change the reference to "the last installment of the bonds shall mature not to exceed twenty-four (24) years from the second day of September next succeeding twelve (12) months from their date" to:

"the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date".

\* \* \*

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES:	Councilmembers <u>Airoidi, Blair, Gioia, Marker, Richardson</u>
NOES:	Councilmembers <u>- None -</u>
ABSENT:	Councilmembers <u>- None -</u>

TOWN OF CORTE MADERA

By *Spencer M. Richardson*

ATTEST:  
*Christine Bell*  
Town Clerk

RESOLUTION NO. 2852

RESOLUTION APPROVING AMENDED REPORT AND ASSESSMENT  
AND ORDERING IMPROVEMENT

SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

This Council has taken a series of actions preliminary to ordering the improvement in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, and now makes the following findings and orders:

1. The Council adopted a map showing the boundaries of the land benefited by the proposed improvement. A copy of the boundary map was filed in the office of the County Recorder of the County of Marin in the Book of Maps of Assessment and Community Facilities Districts.

2. The Council adopted its Resolution of Intention to order the improvement described therein under the Municipal Improvement Act of 1913, and directed Oberkamper & Associates, as the Engineer of Work for the assessment district, to prepare the report required by Section 10204 of the Streets and Highways Code. Said Resolution of Intention was later amended.

The improvement is generally described as follows:

The acquisition of a parcel of land, five acres in size more or less, and the construction thereon of a public vehicular parking area, including landscaping, drainage facilities, traffic control facilities and other appurtenances and the payment of incidental expenses.

3. The Engineer of Work filed the report as directed, and the Town Council called hearings on the report as required by Section 10301 of the Streets and Highways Code. Notice of the hearings was given by mailing to affected property owners, all according to the Municipal Improvement Act of 1913. An affidavit of mailing was filed with the Town Clerk.

4. At the times and place for which notice was given, the Council conducted public hearings and gave every interested person an opportunity to object to the proposed improvement, the extent of the assessment district, or the proposed assessment. Following the hearings, the Engineer of Work filed an amended report.

5. The Council finds that written protests against the proposed improvement have not been made by owners representing more than one-half of the area of the land to be assessed for the improvement.

6. The documents and events described in paragraphs 1 to 4, inclusive, are stated here in tabular form, with their dates and, where appropriate, their numbers. All documents are now on file with the Town Clerk.

<u>Document or Event</u>	<u>Date</u>	<u>Number</u>
a. Resolution approving boundary map	10/17/95	2826
b. Boundary map filed with County Recorder		
c. Resolution of Intention	10/17/95	2827
d. Filing of Engineer's Report	10/17/95	
e. Resolution accepting Report	10/17/95	2828
f. Certificate of Mailing		
Notice of Improvement	10/19/95	
g. First public hearing conducted	11/21/95	
h. Second public hearing continued from time to time	12/5/95	
i. Second public hearing closed	2/20/96	
j. Amended Resolution of Intention	2/20/96	
k. Filing of Amended Engineer's Report	2/20/96	

7. The Council approves the Amended Engineer's Report and each component part of it, including each exhibit incorporated by reference in the report.

8. The Council finds that the Engineer of Work in the Amended Engineer's Report has fairly and properly apportioned the cost of the improvement to each parcel of land in the assessment district in proportion to the estimated benefits to be received by each parcel, respectively, from the improvement. The Council hereby confirms and levies each individual assessment as stated in the Amended Engineer's Report.

9. This Council orders the improvement described in paragraph 2 and as detailed in the Amended Engineer's Report.

10. The Council finds that the total amount of the principal sum of all unpaid special assessments levied against the parcels proposed to be assessed, plus the principal amount of the special assessment proposed to be levied in the instant proceedings do not exceed one-half of the total value of the parcels proposed to be assessed.

11. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

12. According to Section 10603 of the Streets and Highways Code, the Town Council designates the Director of Finance to collect and receive payment of the assessments.

\* \* \*

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airoldi, Blair, Gioia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

By *Ferman M. Richardson*

ATTEST:

*Christine Bell*  
Town Clerk

RESOLUTION NO. 2853

RESOLUTION APPROVING AGREEMENT  
WITH FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION

The Town Council of the Town of Corte Madera resolves:

As a part of the proceedings for improvements in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, this Council approves that certain agreement between the TOWN OF CORTE MADERA and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION dated February 1, 1996, and attached to this resolution.

The Mayor of the Town of Corte Madera is authorized to sign the agreement and the Town Clerk is authorized to attest its execution.

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I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES:	Councilmembers <u>Airoldi, Blair, Gioia, Marker, Richardson:</u>
NOES:	Councilmembers <u>- None -</u>
ABSENT:	Councilmembers <u>- None -</u>

TOWN OF CORTE MADERA

BY *Thomas W. Richardson*

ATTEST:

*Christine Bell*  
Town Clerk

RESOLUTION NO. 2854

RESOLUTION AUTHORIZING ISSUANCE OF BONDS  
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

Section 1. RECITALS. On October 17, 1995, the Town Council of the Town of Corte Madera (the "Town") adopted its resolution of intention, as later amended, to order improvements in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, under the provisions of the Municipal Improvement Act of 1913 (the "Act"), as amended. Proceedings taken under the Act led to the levy of a special assessment by the Town Council against parcels of land within the assessment district in the total amount of \$2,200,000.00. These assessments will be recorded in the office of the County Recorder of the County of Marin, and thereupon will become a lien on each parcel assessed. The period within which parcel owners might pay their assessments in cash without interest was waived, except for a five day period following the confirmation of assessments.

Section 2. ISSUANCE OF BONDS. The Council hereby authorizes the issuance of improvement bonds under the provisions of the Improvement Bond Act of 1915 to represent unpaid assessments in an amount not to exceed \$2,200,000.00, but less any amounts paid by assessed owners in cash not later than February 26, 1996. Each bond shall be designated, "Limited Obligation Improvement Bond, Town of Corte Madera, Shoreline Parking Facility Assessment District, Series 1996." Bonds shall be dated approximately the date of delivery and issued in denominations of \$5000 or integral multiples thereof, except for Bond No. 1, which may be an odd amount, and may be issued as serial bonds, term bonds, or any combination thereof. Bonds shall mature, or shall be subject to mandatory advance redemption, in principal amounts as set forth in the table attached as Exhibit A. The bond date and interest rates on the bonds shall be as set forth in the bond purchase agreement.

Section 2.1. TERM BONDS; MANDATORY ADVANCE REDEMPTION. Bonds designated as term bonds in the bond purchase agreement shall be subject to mandatory redemption in the years and in the amounts set forth on Exhibit A as if serial bonds had been issued during the years covered by the term bonds.

Assessment installments sufficient to make these mandatory advance redemptions shall be collected by the Town of Corte Madera, deposited in the Redemption Fund and used by the Paying Agent for the mandatory advance redemption or payment of the term bonds. All other advance redemptions of term bonds or serial bonds shall be as provided in the Improvement Bond Act of 1915.

Section 3. APPOINTMENT OF PAYING AGENT, REGISTRAR AND TRANSFER AGENT. The Council hereby appoints First Trust of California, National Association (the "Paying Agent") as paying agent, registrar and transfer agent for the bonds in accordance with an agreement between the Town of Corte Madera and the Paying Agent.

Section 4. FORM AND EXECUTION. Bonds shall be issued as fully registered bonds substantially in the form set forth as Exhibit B to this resolution. The bonds shall be signed by the Town Treasurer and the Town Clerk and the seal of the Town shall be affixed. Both signatures and seal may be reproduced on the bonds by facsimile, but upon its registration or reregistration each bond shall be authenticated by the manual signature of the Paying Agent.

The Paying Agent shall assign to each bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof which shall be available to the Town for inspection.

Section 5. ESTABLISHMENT OF SPECIAL FUNDS. For administering the proceeds of the sale of bonds and payment of interest and principal on the bonds, there are hereby established three funds to be known as the improvement fund, the redemption fund and the special reserve fund, respectively, for Shoreline Parking Facility Assessment District.

Section 5.1. IMPROVEMENT FUND. Except as provided in Section 5.3, proceeds of sale of the bonds, together with all amounts paid on the assessments before bond issuance, shall be deposited in the improvement fund to be maintained by the Director of Finance. Disbursements from the improvement fund shall be made by the Director of Finance in accordance with the budget of estimated costs and expenses set forth in the amended engineer's report heretofore approved by the Council, which report and budget are subject to modification by the Council from time to time as prescribed by the Act.

Section 5.2. REDEMPTION FUND. The redemption fund shall be maintained by the Director of Finance. All payments of principal and interest installments on the assessments, together with penalties, if any, shall be deposited in the redemption fund, which shall be a trust fund for the benefit of the bondholders. Payment of the bonds at maturity, or at redemption before maturity, and all interest on the bonds shall be made from the redemption fund. The Director of Finance shall deposit into the redemption fund, from the proceeds of the sale of the bonds, an amount equal to 4.5455% of bond proceeds, which shall be applied to payment of the first payable interest on the bonds until fully expended.

Section 5.3. SPECIAL RESERVE FUND. There shall be deposited into the special reserve fund an amount equal to 5% of bond

proceeds from the proceeds of the sale of bonds. That amount, less any amounts transferred to the redemption fund pursuant to Section 8884 of the Streets and Highways Code, shall constitute the "Reserve Requirement" for the bonds. The special reserve fund shall be maintained by the Director of Finance.

A. During the term of the bonds, the amount in the special reserve fund shall be available for transfer into the redemption fund in accordance with Section 8883 of the Streets and Highways Code. The amount so advanced shall be reimbursed to the special reserve fund from the proceeds of redemption or sale of the parcel for which payment of delinquent assessment installments was made from the special reserve fund.

B. If any assessment is prepaid before final maturity of the bonds, the amount of principal which the assessee is required to prepay shall be reduced by an amount which is in the same ratio to the original amount of the special reserve fund as the original amount of the prepaid assessment bears to the total amount of unpaid assessments originally securing the Bonds. This reduction in the amount of principal prepaid shall be balanced by a transfer from the special reserve fund to the redemption fund in the same amount.

C. The amount maintained in the special reserve fund will never exceed the Reserve Requirement. Proceeds of investment of the special reserve fund shall be transferred to the improvement fund until the improvement is completed and the improvement fund is closed; thereafter the balance will be transferred to the redemption fund to be used, in the discretion of the Director of Finance, as a credit upon the annual installments of assessment or for the advance retirement of bonds.

D. When the amount in the special reserve fund equals or exceeds the amount required to retire the remaining unmatured bonds (whether by advance retirement or otherwise), the amount of the special reserve fund shall be transferred to the redemption fund, and the remaining installments of principal and interest not yet due from assessed property owners shall be cancelled without payment.

The Director of Finance is authorized to retain independent attorneys, accountants and other consultants to assist in complying with Federal requirements.

Section 5.4 RETURN OF UNCLAIMED FUNDS. Other provisions of this resolution to the contrary notwithstanding, the Paying Agent shall return to the Town any funds held by it hereunder not later than twelve (12) months before those funds would escheat to the State of California under any law now or hereafter enacted.

Section 6. ISSUANCE AS BOOK-ENTRY BONDS. The bonds shall be issued initially as book-entry bonds and shall be registered to Cede & Co. (the "Nominee") as nominee of the Depository Trust Company of New York, New York (the "Depository").

Section 6.1. BOOK-ENTRY; LIMITED OBLIGATION OF TOWN. The bonds of each maturity shall be authenticated and delivered in the form of a separate single fully registered bond (which may be typewritten). The ownership of the bonds shall be registered in the bond register in the name of the Nominee as nominee of the Depository.

With respect to bonds registered in the name of the Nominee, the Town and the Paying Agent shall have no responsibility or obligation to any participant in the Depository or to any person on whose behalf a participant holds an interest in the bonds. Without limiting the generality of the foregoing sentence, the Town and the Paying Agent specifically shall have no responsibility for (i) the accuracy of records of the Depository, the Nominee, or any participant concerning ownership interest in the bonds, (ii) the delivery to any participant or other person, except as shown in the bond register, of any notice concerning the bonds, including any notice of prepayment, (iii) the selection by the Depository and its participants of the beneficial interests in the bonds to be prepaid if any bonds are prepaid in part, or (iv) the payment to any participant or other person, other than a Nominee as shown in the bond register, of any amount with respect to principal of or interest on the bonds. The Town and the Paying Agent may treat and consider the person in whose name each Bond is registered in the bond register as the absolute owner of that Bond for the purpose of payment of principal of or interest on the Bond, for the purpose of giving notice of prepayment and other matters concerning the Bond, for the purpose of registering transfers of the Bond, and for every other purpose.

The Paying Agent shall pay all principal of or interest on the bonds only to or upon the order of the respective owners, as shown in the bond register, or their respective attorneys duly authorized in writing, and all such payments shall fully satisfy and discharge the Town's obligations for payment of the principal of or interest on the bonds to the extent of the payments. No person other than an owner, as shown in the bond register, shall receive a Bond evidencing the obligation of the Town to make payments of principal or interest pursuant to this Resolution. Upon delivery by the Depository to the Nominee and the Town and the Paying Agent of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions of Section 7 hereof with respect to record dates, the word Nominee in this Resolution shall refer to the new nominee of the Depository.

Section 6.2. REPRESENTATION LETTER. The Director of Finance or other authorized officer of the Town is hereby authorized to execute, seal, countersign and deliver on behalf of the Town to the Depository a letter (the "Representation Letter") from the Town representing such matters as shall be necessary to qualify the bonds for the book-entry system. The execution and delivery of the Representation Letter shall not limit the provisions of Section 6.1 hereof or in any other way impose on the Town or the Paying Agent any obligation to persons having interests in the bonds other than the owners as shown on the bond register. The Paying Agent shall take all actions required of the Paying Agent to comply with the Representation Letter. The Director of Finance or other Authorized Officer of the Town is hereby authorized to take any other actions, consistent with this Resolution, to qualify the bonds for the Depository's book-entry program.

Section 6.3. TRANSFERS OUTSIDE BOOK-ENTRY SYSTEM. By written request the Town may remove the Depository and appoint a successor at any time and for any reason. If (i) the Depository resigns as securities depository for the bonds, or (ii) the Town removes the Depository, then the Town will discontinue the book-entry system with the Depository. If the Town fails to identify another qualified securities depository to replace the Depository, the bonds shall no longer be restricted to registration in the name of the Nominee, but shall be registered in the names designated by owners transferring or exchanging the bonds. The Town at Town expense shall furnish a supply of bond forms.

Section 7. PAYMENT ON BONDS. The principal and interest on the bonds shall be payable at the office of First Trust of California, National Association, San Francisco, California. Principal and interest shall be paid by check, draft or warrant mailed to the registered owner of each bond at the owner's address appearing on the register maintained by the Paying Agent on the fifteenth day of the month immediately preceding any payment date (the "Record Date").

Upon the payment and cancellation of any bond, the bond shall be destroyed and the Paying Agent shall furnish the Town a certificate of destruction.

Section 8. ADVANCE RETIREMENT OF BONDS. Any Bond or any portion thereof in the amount of \$5,000 or any integral multiple 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 by personal service to the registered owner thereof at such owner's address as it appears on the registration books of the Paying Agent and by paying principal and accrued interest together with a premium equal to three percentum of the principal.

Section 9. REREGISTRATION. Any bond may be registered to a new owner by completing the assignment certificate on the reverse of the bond and delivering the bond to the Paying Agent. Upon reregistration, any bond may be replaced by one or more bonds of the same maturity and aggregate amount in denominations of \$5000 or any integral multiple thereof.

Section 10. COVENANTS. In the event of a default in the payment of any bond or any installment of interest thereon, bondholders shall have the remedies set forth in the Improvement Bond Act of 1915. In addition, the Council makes the following covenants, which shall constitute a contract with the bondholders:

Section 10.1. FORECLOSURE OF LIENS. Not later than October 1 in any year, the Town shall file an action in the Superior Court to foreclose the lien of each delinquent assessment if the sum of uncured assessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the assessment installments posted to the tax roll for that fiscal year, and if the amount of the special reserve fund is less than the Reserve Requirement.

Section 10.2. CONTINUING DISCLOSURE. At the time of delivery of the bonds the Town will furnish a certificate of continuing disclosure to permit the purchaser of the bonds to conform with Rule 15c2-12 of the United States Securities and Exchange Commission.

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I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airoldi, Blair, Marker, Gioia, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

BY *Ann M. Richardson*

ATTEST:

*Christine Bell*  
Town Clerk

EXHIBIT A

MATURITY SCHEDULE

YEAR	FACE AMOUNT
1997	20,000.00
1998	20,000.00
1999	20,000.00
2000	25,000.00
2001	25,000.00
2002	25,000.00
2003	30,000.00
2004	30,000.00
2005	35,000.00
2006	35,000.00
2007	40,000.00
2008	40,000.00
2009	45,000.00
2010	50,000.00
2011	55,000.00
2012	60,000.00
2013	65,000.00
2014	70,000.00
2015	75,000.00
2016	80,000.00
2017	90,000.00
2018	95,000.00
2019	105,000.00
2020	115,000.00
2021	125,000.00
2022	135,000.00
2023	150,000.00
2024	165,000.00
2025	180,000.00
2026	195,000.00
	=====
TOTAL:	2,200,000.00

EXHIBIT B

United States of America  
State of California  
County of Marin

REGISTERED  
Number

REGISTERED  
\$

LIMITED OBLIGATION IMPROVEMENT BOND  
TOWN OF CORTE MADERA  
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT  
SERIES 1996

In the opinion of Bond Counsel, interest on the bond is includable in gross income of the bondholder for Federal income tax purposes, but is exempt from State of California personal income taxes.

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NUMBER
	September 2,		

REGISTERED OWNER: CEDE & CO.  
P. O. Box 20  
Bowling Green Station  
New York, NY 10005  
Tax I.D. No. 13-2555119

PRINCIPAL SUM:

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 Corte Madera, County of Marin, State of California (the "Town"), will, out of the redemption fund for the payment of the bonds issued upon the unpaid portion of assessments made for the acquisition, work and improvements more fully described in proceedings taken pursuant to Resolution of Intention No. 2827, adopted by the Town Council of the Town of Corte Madera on the 17th day of October, 1995, as later amended, pay to the registered owner stated above or registered assigns, on the maturity date stated above, the principal sum 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

September 2, 1996, in which event it shall bear interest from its date, until payment of such principal sum shall have been discharged, at the rate per annum stated above, payable semiannually on March 2 and September 2 in each year commencing on September 2, 1996, based on a 30-day month, 360-day year.

For the period during which The Depository Trust Company, New York, New York ("DTC") or its Nominee or any successor depository or its Nominee is the registered owner of the Bonds, principal, redemption premiums, if any, and interest shall be paid by First Trust of California, National Association (the "Paying Agent") to DTC or such successor depository by wire transfer; provided that principal and redemption premiums, if any, shall be paid only upon surrender to the Paying Agent at the principal corporate trust office of the Paying Agent or its successor, in San Francisco, California, of the matured bonds or the bonds called for redemption prior to maturity. As to any bondholder other than DTC or any successor depository, in the event of termination of the book entry system, the principal and redemption premiums, if any, are payable at the principal corporate trust office of First Trust of California, National Association, or its successor, as Paying Agent, in San Francisco, California, and the interest hereon is payable by check, draft or warrant mailed by first-class mail, postage prepaid, to the registered owner hereof at the owner's address as it appears on the registration books of the Paying Agent, or at such address as may have been filed with the Paying Agent for that purpose, as of the fifteenth day of the month immediately preceding each interest payment date (the "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 under the Act and the Resolution of Issuance, for the purpose of providing means for paying for the improvements described in said proceedings, and is secured by the moneys in said redemption fund and by the unpaid portion of said assessments made for the payment of said improvements, 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 said office of the Paying Agent, subject to the terms and conditions provided in the Resolution of Issuance, 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, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

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 Paying Agent shall be required to make such exchange or registration of transfer of bonds during the period commencing on a Record Date and ending on the next interest payment date.

The Town will not obligate itself to advance available funds from the Town treasury to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Town from, in its sole discretion, so advancing funds.

The Town and the Paying Agent may treat the registered owner hereof as the absolute owner for all purposes, and the Town and the Paying Agent shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000 or any integral multiple 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 by personal service to the registered owner hereof at such owner's address as it appears on the registration books of the Paying Agent and by paying principal and accrued interest together with a premium equal to three percentum of the principal.

The term bonds maturing in the year 20\_\_ and 20\_\_ are subject to mandatory advance redemption, by lot, without premium, on September 2 in accordance with the following schedule and in the following amounts:

<u>Year</u>	<u>Amount to be Redeemed</u>	<u>Year</u>	<u>Amount to be Redeemed</u>
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This Bond shall not be entitled to any benefit under the Act or the Resolution Authorizing Issuance of Bonds (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 Paying Agent.

IN WITNESS WHEREOF, said Town of Corte Madera has caused this Bond to be signed in facsimile by the Town Treasurer of said Town and by its Clerk, and has caused its corporate seal to be reproduced in facsimile hereon all as of the \_\_\_\_ day of \_\_\_\_\_, 1996.

TOWN OF CORTE MADERA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Treasurer

(SEAL)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance, which has been authenticated and registered on

FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION  
as Paying Agent

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

For value received \_\_\_\_\_  
the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_ the within registered Bond and hereby irrevocably constitute(s) and appoint(s)

\_\_\_\_\_ to transfer the same on the Bond register of the Paying 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 registered Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_

Note: This signature must be guaranteed by an eligible guarantor.

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I hereby certify that the following is a correct copy of the signed legal opinion of STURGIS, NESS, BRUNSELL & ASSAF a professional corporation, Emeryville, California, on file in my office.

Town Clerk

RESOLUTION NO. 2855

RESOLUTION APPROVING PRELIMINARY OFFICIAL STATEMENT  
SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

As a part of the proceedings for the sale of improvement bonds in Shoreline Parking Facility Assessment District, Town of Corte Madera, Marin County, California, this Council hereby approves the Preliminary Official Statement dated February 15, 1996, and a final Official Statement derived substantially therefrom. Distribution of the Preliminary Official Statement and the final Official Statement is hereby authorized.

This Official Statement is final except for certain information which will not be known until the time of sale and is therefore "deemed final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

The Town Manager is authorized to sign the Preliminary Official Statement and the final Official Statement.

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I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airoldi, Blair, Gioia, Marker, Richardson

NOES: Councilmembers - None -

ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

BY Thomas M. Richardson

ATTEST:

Christine Bell  
Town Clerk

RESOLUTION NO. 2856

RESOLUTION ORDERING SALE OF BONDS

SHORELINE PARKING FACILITY ASSESSMENT DISTRICT

The Town Council of the Town of Corte Madera resolves:

The Town Council accepts the offer of Sutro & Co. Inc. (attached to this resolution and by reference incorporated in it) to purchase all of the improvement bonds to be issued in Shoreline Parking Facility Assessment District. The Town Manager of the Town of Corte Madera is authorized to approve the maturity schedule, interest rates, bond date and closing date for the delivery of bonds at any time prior to March 5, 1996, provided that the net interest rate on the bonds does not exceed 8% per annum.

The Town Council directs the sale and delivery of the bonds to the offeror in accordance with the terms and conditions stated in the offer.

\* \* \*

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airoldi, Blair, Gioia, Marker, Richardson  
NOES: Councilmembers - None -  
ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

By *Thomas M. Richardson*

ATTEST:

*Christina Bell*  
Town Clerk

**\$2,200,000**  
**TOWN OF CORTE MADERA**  
**SHORELINE PARKING FACILITY ASSESSMENT DISTRICT**  
**LIMITED OBLIGATION IMPROVEMENT BONDS**  
**SERIES 1996**

**BOND PURCHASE CONTRACT**  
**February 20, 1996**

To the Honorable Town Council  
Shoreline Parking Facility Assessment District  
Corte Madera, California

Dear Members of the Town Council:

Sutro & Co., Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Contract (the "Contract") with you, the Town of Corte Madera of Marin County (the "Town"), for (i) the purchase by the Underwriter and issuance and delivery by the Town of the Bonds herein described and (ii) to render certain investment banking and financial management services. The Underwriter will purchase the Bonds from the Town on a Not to Exceed Amount and Rate, as further described herein. This offer is made subject to the Town's acceptance prior to 11:59 o'clock p.m., California time, on February 20, 1996. If this offer is not so accepted, this offer will be subject to withdrawal by the Underwriter upon notice delivered to the Town at any time prior to delivery of the Bonds. Upon acceptance, this Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Town and the Underwriter.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Town and the Town hereby agrees to issue and deliver to the Underwriter all (but not less than all) of its Shoreline Parking Facility Assessment District (the "Assessment District") Limited Obligation Improvements Bonds Series 1996 (the "Bonds"), dated the date of delivery, in an aggregate principal amount of \$2,200,000. The Bonds shall have the maturities and bear interest at the rates shown in Exhibit A; such interest is payable semiannually on March 2 and September 2 of each year, commencing September 2, 1996. The Bonds shall bear a premium in accordance with the Resolution if redeemed in advance of maturity, except pursuant to the mandatory redemption provisions of the Resolution.

**Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 2**

The total purchase price of the Bonds shall be \$2,200,000 which is the aggregate principal amount of the Bonds less an underwriting discount of 3.0% (\$66,000) plus accrued interest, if any, to the Closing Date. The Bonds shall otherwise be substantially in the form described in, and shall be issued, delivered and secured under and pursuant to, and shall be payable and subject to redemption as provided in the authorizing resolution of the Town Council of the Town (the "Town Council"), approved as Town Resolution No. \_\_\_\_\_, Resolution Authorizing Issuance of Bonds, Shoreline Parking Facilities Assessment District (the "Resolution"), adopted by the Town Council on February 20, 1996.

(b) At 9:00 o'clock a.m., California time, on February \_\_, 1996 or on such date as we mutually agree upon (the "Closing Date"), the Town will deliver or cause to be delivered to the Underwriter, at a location or locations within the United States of America to be designated by the Underwriter, the Bonds in book-entry form (all of the Bonds to be typed or printed and to bear CUSIP numbers), duly executed and authenticated. The Town will deliver to the Underwriter in San Francisco, California, at such time and at such date and at the offices of the Underwriter or another place to be mutually agreed upon by the Town and the Underwriter, the closing documents hereinafter mentioned. The Underwriter will accept such delivery and the Underwriter shall pay to the order of the Town the purchase price of the Bonds as set forth in subparagraph (a) above in lawful money of the United States of America, payable in immediately available funds (such delivery and payment being herein referred to as the "Closing") to the order of the Town in an amount equal to the purchase price. The Bonds shall be delivered in book-entry form and registered to Cede & Co.

(c) The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial offering price set forth in the Official Statement prepared in connection with the issuance of the Bonds (the "Official Statement"), which price may be changed from time to time by the Underwriter. The Town hereby ratifies the use by the Underwriter of the Preliminary Official Statement in the marketing of the Bonds.

(d) In the event that the liens to be established by the Assessment District are prepaid by any or all of the assessees prior to the issuance of the Bonds, then the Underwriter will be entitled to receive as

**Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 3**

compensation (i) an underwriting discount of no less than 1.0% and (ii) a management fee of no less than \$48,000.00.

**2. Representations, Warranties and Agreements of the Town.**

The Town hereby represents, warrants and agrees with the Underwriter that:

(a) The Town is duly organized and existing under the laws and Constitution of the State of California (the "State").

(b) (i) at or prior to the Closing Date, the Town will have taken all actions required to be taken by it to authorize the issuance and delivery of the Bonds;

(ii) the Town has full legal right, power and authority to enter into this Contract, to adopt the Resolution, to issue and deliver the Bonds to the Underwriter, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Contract and the Resolution;

(iii) by all necessary official action, the Town, prior to or concurrently with the acceptance hereof, has duly approved and executed the Resolution and has duly authorized and approved (A) the execution and delivery of this Contract and the issuance, execution and delivery of the Bonds in accordance with the Resolution, and (B) the performance by the Town of its obligations contained in and contemplated by the Bonds, the Resolution and this Contract, and the Resolution and such authorization shall be in full force and effect on the Closing Date;

(iv) this Contract and the Bonds have been, or on or before the Closing Date will be, duly executed and delivered by the Town, and, on the Closing Date, the Bonds, when authenticated and delivered to the Underwriter in accordance with the Resolution and this Contract, will constitute legally valid and binding obligations, enforceable in accordance with their respective terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating or limiting creditor's rights generally.

**Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 4**

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required (except such as have been filed, made or obtained) in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby.

(d) The approval, adoption and execution of the Resolution, the issuance of the Bonds, the execution, delivery and performance of this Contract and the Bonds, and compliance with the provisions of each of such documents or instruments do not conflict with or constitute on the part of the Town a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the Town is a party or by which it is bound or to which it is subject.

(e) To the best knowledge of the Town, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or threatened against the Town (i) in any way affecting the existence of the Town or in any way challenging the respective powers of the several offices or the titles of the officials of the Town to such office; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the assessments pledged or to be pledged or available to pay the principal of, premium, if any, or the interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Contract or the Resolution, or contesting the powers of the Town or its authority with respect to the Bonds or the Assessment District, the Resolution or this Contract; or (iii) in which a final adverse decision could (A) materially adversely affect the consummation of the transactions contemplated by this Contract or the Resolution, (B) declare this Contract or the Resolution to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exemption of the interest paid on the Bonds from taxation by the State.

(f) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, the Town shall not have issued any bonds, notes or other obligations for borrowed money secured by the property within the Assessment District.

**Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 5**

(g) The Town has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Town is a bond issuer whose arbitrage certificates may not be relied upon.

(h) Any certificate signed by an officer or official of the Town and delivered to the Underwriter shall be deemed a representation and warranty by the Town to the Underwriter as to the statements made therein but not of the person signing the same.

(i) The Town will apply the proceeds from the sale of the Bonds for the purpose specified in the Resolution.

(j) The Town has responded fully and, to the best of Underwriter's knowledge, accurately, to all requests for information requested by Underwriter for inclusion in the Official Statement.

(k) The Town shall have delivered or cause to have delivered to the Underwriter prior to the execution of this contract or the first sale of the Bonds, whichever first occurs, copies of a Preliminary Official Statement relating to the Bonds deemed final by the Town for purposes of Rule 15c2-12 under the Securities Act of 1934 (the "Rule") and to satisfy Municipal Securities Rulemaking Board ("MSRB") Rule G-32 or any other rules adopted by the MSRB. Within seven business days from the date hereof, the Town will deliver or cause to be delivered and made available to the Underwriter a final Official Statement for distribution to purchasers of the Bonds.

3. Conditions to the Obligations of the Underwriter.

The Underwriter hereby enters into this Contract in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Town of its obligations hereunder, both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Contract to accept delivery of and the underwriting obligation to pay for the Bonds shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the Town contained herein, all as of the date hereof and as of the Closing Date, to the

**Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 6**

accuracy in all material respects of the statements of the officials of the Town made in any certificate or other document furnished pursuant to the provisions hereof, to the performance by the Town of its obligations to be performed hereunder and under the Resolution at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(a) The representations and warranties of the Town contained herein shall be true, complete and correct in all material respects on the date hereof and on the Closing Date, as if made on and at the Closing.

(b) At the time of Closing, the Resolution and this Contract shall have been duly authorized, executed, issued and delivered by the respective parties thereto, in substantially the forms heretofore presented to the Underwriter, with only such changes as shall have been agreed to by the Underwriter, and said agreements, documents and instruments shall be in full force and effect and shall not have been amended, modified or supplemented except as shall have been agreed to by the Underwriter; and the Underwriter shall have received, in appropriate form, evidence thereof.

(c) As of the Closing Date, the assessments for the Bonds shall have been approved and confirmed by the Town and recorded in the office of the Superintendent of Streets or other appropriate official of the Town.

(d) Between the date hereof and the Closing Date, the marketability of the Bonds shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the Town terminating the obligations of the Underwriter to accept delivery of and make any payment for the Bonds) by reason of any of the following:

(i) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Secretary of the Treasury or any member of Congress, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), press release or other form of communication issued or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, altering federal income taxation upon interest as would be received by the owners of the Bonds with respect to the Bonds;

Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 7

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrences of any other national emergency or calamity relating to the effective operation of the government of or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, or any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of the Underwriters;

(v) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decrees or injunction issued by a court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements from which they are now exempt under the Securities Act of 1933, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements as contemplated hereby, otherwise is or would be in violation of the federal securities laws as amended and then in effect.

(e) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(i) a certified copy of the Resolution duly adopted, executed and delivered by the Town Council;

**Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 8**

(ii) the approving opinion, dated the Closing Date and addressed to the Town, of Sturgis, Ness, Brunsell and Assaf, Bond Counsel, and an opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(iii) a certificate or certificates, dated the Closing Date, signed by the Finance Director or another duly authorized official for the Town satisfactory to the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that, to the best of his knowledge, (A) the representations and warranties of the Town contained in Paragraph 2 of this Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and (B) no litigation is pending or threatened (x) to restrain or enjoin the issuance, sale or delivery of any of the Bonds or the validity of the assessments, (y) in any way contesting or affecting the validity of this Contract, the Bonds or the Resolution, or (z) in any way contesting the existence or powers of the Assessment District or the Town;

(iv) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the Town herein, and the due performance or satisfaction by the Town at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Town in connection with the transactions contemplated hereby and by the Resolution.

4. Expenses.

(a) The Town shall be under no obligation to pay, other than out of Bond proceeds, any expenses incident to the Town's obligations hereunder, including, but not limited to (i) the fees and disbursements of any accountants and other experts, engineers consultants or advisers retained; (ii) the cost of preparation, printing and mailing or delivery of the definitive Bonds; (iii) the cost of preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iv) the fees and disbursements of Bond Counsel; (v) the fees and disbursements of

Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 9

Underwriter's Counsel, which is estimated not to exceed \$20,000.00; (vi) the fees and disbursements of the Registrar, Transfer Agent and Paying Agent and its counsel; and (vii) the costs of publication or mailing of notices as required by the Resolution.

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds (ii) the cost of preparation of this Contract and (iii) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds.

5. Notices.

Any notice or other communication to be given to the Town under this Contract may be given by delivering the same in writing to:

The Town:                   The Town of Corte Madera  
                                  300 Tamalpais Drive  
                                  Corte Madera, CA 94976  
                                  Attention:   George Warman, Finance Director

Underwriter:               Sutro & Co., Incorporated  
                                  Public Finance Department  
                                  201 California Street  
                                  San Francisco, CA 94111  
                                  Attention:   Philip A. Hoon, Senior Vice President

6. Parties in Interest; Governing Law.

This Contract is made solely for the benefit of the Town and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract shall be governed by the laws of the State of California.

Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 10

7. Survival of Representations and Warranties.

The representations and warranties of the Town set forth in or made pursuant to this Contract shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Underwriter and regardless of delivery of and payment for the Bonds.

8. Counterparts.

This Contract 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.

9. Effective.

This Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by a duly authorized official of the Town, and shall be valid and enforceable as of the time of such acceptance.

Town of Corte Madera  
Shoreline Parking Facility Assessment District  
Bond Purchase Contract  
February 20, 1996  
Page 11

If the foregoing accurately sets forth our understanding, kindly indicate your agreement with and acceptance of the foregoing by signing this letter in the space below.

Very truly yours,

SUTRO & CO., INCORPORATED

By: \_\_\_\_\_  
Philip A. Hoon  
Senior Vice President

ACCEPTED AS OF THE  
DATE STATED ABOVE:

THE TOWN OF CORTE MADERA

By: \_\_\_\_\_  
Name  
Title

**EXHIBIT A**  
**\$2,200,000**  
**TOWN OF CORTE MADERA**  
**SHORELINE PARKING FACILITY ASSESSMENT DISTRICT**  
**LIMITED OBLIGATION IMPROVEMENT BONDS**  
**SERIES 1996**

Year	Amount	Coupon	Price
1996			
1997			
1998			
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026	\$ _____	_____ %	_____
<b>TOTAL</b>			

RESOLUTION NO. 2857

RESOLUTION INITIATING PROCEEDINGS

SHORELINE PARKING FACILITY MAINTENANCE DISTRICT  
(Pursuant to the Landscaping and Lighting Act of 1972)

The Town Council of the Town of Corte Madera resolves:

1. The Town Council proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highways Code) for the purpose of maintaining any or all of the following improvements:

The maintenance of a parcel of land, five acres in size more or less, including a vehicular parking area, landscaping, drainage facilities, and other appurtenances, together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

2. The proposed district shall be designated Shoreline Parking Facility Maintenance District, Town of Corte Madera, Marin County, California, and shall include the land shown on the map designated "Assessment Diagram, Shoreline Parking Facility Maintenance District, Town of Corte Madera, Marin County, California" which map is on file with the Town Clerk and is hereby approved.

3. The Director of Public Works of the Town of Corte Madera, or the holder of a successor office, is hereby designated engineer for the purpose of these proceedings. The Town Council hereby directs the engineer to prepare and file with the Town Clerk a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

\*

\*

\*

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES: Councilmembers Airol di, Blair, Gioia, Marker, Richardson  
NOES: Councilmembers - None -  
ABSENT: Councilmembers - None -

TOWN OF CORTE MADERA

By Norman M. Richardson

ATTEST:

Christina Bell  
Town Clerk

RESOLUTION ORDERING IMPROVEMENT

SHORELINE PARKING FACILITY MAINTENANCE DISTRICT  
(Pursuant to the Landscaping and Lighting Act of 1972)

The Town Council of the Town of Corte Madera resolves:

1. On this date the Town Council adopted its Resolution Initiating Proceedings for the formation of Shoreline Parking Facility Maintenance District, Town of Corte Madera, Marin County, California, and directed the preparation and filing of an Engineer's Report on the proposed annexation.

2. The Engineer for the proceedings has filed an Engineer's Report with the Town Clerk.

3. Owners of all land within the boundaries of the proposed district have filed their consent to the formation of the proposed district without notice of hearing, and to the adoption of the Engineer's Report and the levy of assessments stated therein.

4. The Town Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.

5. The Town Council hereby confirms the diagram and assessment contained in the Engineer's Report, and levies the assessment for the fiscal year 1996-97.

\* \* \*

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera, at a regular meeting thereof, held on the 20th day of February, 1996, by the following vote, to wit:

AYES:	Councilmembers	<u>Airoldi, Blair, Gioia, Marker, Richardson</u>
NOES:	Councilmembers	<u>- None -</u>
ABSENT:	Councilmembers	<u>- None -</u>

TOWN OF CORTE MADERA

By *James M. Richardson*

ATTEST:

*Christine Bell*  
Town Clerk

**ORIGINAL**

RESOLUTION NO. 2981

RESOLUTION ESTABLISHING IN PERPETUITY THE ANNUAL MAINTENANCE ASSESSMENT FOR THE SHORELINE PARKING FACILITY MAINTENANCE DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA, as follows:

WHEREAS, the three owners of land within the boundaries of the Shoreline Parking Facility Maintenance District have consented to the formation of this District without notice of hearing, and to the adoption of the Engineer's Report and the levy of assessments stated therein as memorialized by Town Council Resolution No. 2858, adopted by the Town Council on February 20, 1996.

NOW, THEREFORE, BE IT RESOLVED, that the annual Maintenance Assessment is hereby set in perpetuity in accordance with said referenced documents as specified below:

ASSESSMENT ROLL  
TOWN OF CORTE MADERA  
SHORELINE PARKING FACILITY MAINTENANCE DISTRICT

Assessment Number	Assessment Amount	Parcel Description
1	\$2,575.00	024-032-20
2	\$4,850.00	024-032-21
3	\$2,575.00	024-032-22
TOTAL	\$10,000.00	

\* \* \* \* \*

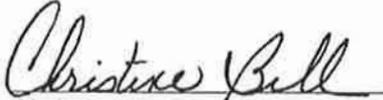
I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2981, duly passed and adopted by the Town Council of the Town of Corte Madera, at a meeting thereof duly held on the 21<sup>st</sup> day of July, 1998, by the following vote:

AYES, and in favor thereof, Councilmembers: Dupar, Jorgensen, Paulson, Rainwater

NOES, Councilmembers: - None -

ABSTAIN, Councilmembers: - None -

ABSENT, Councilmembers: Gioia

  
Christine Bell, Town Clerk

APPROVED:

  
Melissa Paulson, Mayor

PART D

SHORELINE PARKING FACILITY MAINTENANCE DISTRICT  
(Pursuant to the Landscaping and Lighting Act of 1972)

ASSESSMENT SPREAD METHOD

The amount to be assessed to each parcel is based on the amount of retail building area in each parcel.

ASSESSMENT PARCEL	RETAIL AREA	PERCENT OF TOTAL
1	109,000 sq. ft.	25.75%
2	205,275 sq. ft.	48.50%
3	<u>109,000 sq. ft.</u>	<u>25.75%</u>
	423,275 sq. ft.	100.00%

These percentages are applied to the total assessment to determine the amount assessed to each parcel.

PROPERTY OWNERS' LIST  
TOWN OF CORTE MADERA  
Shoreline Parking Facility Maintenance District

ASSESSMENT NUMBER(S)	NAME AND ADDRESS OF OWNER
1 (APN: 024-032-20)	Nordstrom, Inc. P.O. Box 2229 Seattle WA 98111
2 (APN: 024-032-21)	JMB/CM Village Assoc. c/o The Hahn Co. 4350 LaJolla Village Drive, Suite 700 San Diego CA 92122
3 (APN: 024-032-22)	Macy's Primary Real Estate Inc. FED Department Stores 7 West 7th Street Cincinnati OH 45202

\*\*\* END OF LIST \*\*\*

***Attachment 6: Letter of Interest from  
Macerich dated November 9, 2015.***



November 9, 2015

David Bracken  
Town Manager  
Town of Corte Madera  
Department of Public Works  
300 Tamalpais Drive  
Corte Madera, CA 94925

RE: Letter of Interest - 5.4-Acre Gravel Lot

Dear Dave:

I am writing to confirm the interest of Corte Madera Village, LLC's ("CMV") interest in entering into negotiations with the Town of Corte Madera to acquire the 5.4-acre gravel lot, located northeast of Nordstrom and across Redwood Highway. As is further described in our revised development application filed on August 21, 2015, CMV proposes to improve the gravel lot to provide parking to facilitate development of the proposed new Restoration Hardware Design Gallery, and provide improved parking facilities for the entire Village at Corte Madera center.

As you know, CMV's predecessor, Macy's and Nordstrom's collectively financed the Town's acquisition of the gravel lot in 1998, in exchange for the Town's agreement to use the gravel lot for public parking at no cost. As part of our negotiations, all of these parties would agree to replace that prior agreement with a new agreement concerning use of the property, should it be approved by the Town Council.

As you also know, the gravel lot has been used from time to time for various community activities and events. CMV anticipates many of those uses would be allowed to continue, again subject to the Town's approval. CMV is also open to negotiating a long-term lease (99 years), if satisfactory terms can be agreed upon by the parties.

Finally, as is described in our application, we propose to include energy efficient shielded lighting, low-impact development (LID) elements, bioretention areas and appropriate setbacks to provide protection to biological resources equal to or greater than that which exists today.

Thank you very much for your consideration. We look forward to working with you and the Town on this important and exciting proposal to facilitate a new Restoration Hardware Design Gallery and to improve and update the parking facilities at the Village at Corte Madera.

Sincerely,

  
Stephen Logan, AVP, Development

128483864.1

401 Wilshire Blvd., Suite 700  
Santa Monica, CA 90401-1452  
P: 310.394.6000 | F: 310.395.2791  
Macerich.com | NYSE: MAC

**Attachment 7: *Email from Perkins Cole dated 12/09/2015.***

## David Bracken

---

**From:** Judith Propp <jpropp@publiclawgroup.com>  
**Sent:** Wednesday, December 9, 2015 10:19 AM  
**To:** David Bracken  
**Cc:** Randy Riddle  
**Subject:** Fwd: RH gravel lot

David

Please see email about the gravel lot. Please let me know when you plan to take the appraisal to Council in closed session

Judith Propp | Of Counsel  
Renne Sloan Holtzman Sakai LLP  
350 Sansome Street, Suite 300  
San Francisco, CA 94104  
Direct: 925-588-9922

----- Original message -----

**From:** "Barclay, Cecily T. (Perkins Coie)"  
**Date:** 12/09/2015 10:02 AM (GMT-08:00)  
**To:** Judith Propp , Randy Riddle  
**Cc:** "Garrett Newland ([garrett.newland@macerich.com](mailto:garrett.newland@macerich.com))" , "Stephen Logan ([Stephen.Logan@macerich.com](mailto:Stephen.Logan@macerich.com))"  
**Subject:** RH gravel lot

Dear Judith,

I have spoken with Garrett Newland at Macerich and he has authorized me to confirm in writing to you that the only viable option for pursuing development of the new Restoration Hardware (RH) store is to be able to acquire (or lease long-term) and improve the gravel lot to accommodate new parking associated with the new RH store and replace the parking area the store will displace at the existing center. If the gravel lot is not available to meet these parking requirements, Macerich has the option of terminating the RH lease and likely would exercise that option for the reasons described below.

After City staff indicated in the summer of 2014 a willingness to transfer the gravel lot to Macerich, Macerich explored design and entitlement options with RH that included use of the gravel lot for meeting the city's parking requirements. After months of negotiations, Macerich entered into a lease with RH in April 2015. The lease requires Macerich obtain entitlements for the RH store, prepare the site for development of the store and provide all parking needed to meet the City's parking requirements. If these requirements cannot be met, Macerich has the option of terminating the RH lease. Although Macerich briefly considered building a 2-story above-grade parking structure to the north of the proposed new RH store (below grade parking is not an option due to the high water table), Macerich quickly dismissed this option in light of the exorbitant costs that would be associated with such a structure and the reality that the community would strongly oppose development of a parking garage of any kind at the center. Macerich also did community outreach concerning the use of the gravel parking lot and learned that with the right level of design that would be sensitive to the surrounding biological resources, the proposed parking improvements would not engender the same level of community opposition that would be expected with a proposed parking structure.

Also, at the time the RH lease was signed, Macerich was anticipating the Town would prepare a mitigated negative declaration, tying off of the significant general plan EIR work that was completed in 2008, as had been done for approval of both the Nordstrom expansion (now complete) and the Macy's expansion (now on hold). It also was anticipated that entitlements would be achieved by late 2015, with construction commencing in 2016. Since then, the Town has decided to complete an EIR; Macerich estimates the planning, environmental review and legal costs associated with the additional work will approach \$2 million. Construction has now been put on hold at least a year. Accordingly, any room to accommodate additional parking development costs is quickly diminishing and makes any alternative parking options even less feasible.

I hope this is responsive to your question; please let me know if you need further information.

- Cecily

**Cecily Barclay | Perkins Coie LLP**

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<http://www.californialandusedevelopmentlaw.com>



THE TOWN OF  
CORTE MADERA  
MARIN COUNTY CALIFORNIA

THIS MATERIAL HAS BEEN REVIEWED  
BY THE TOWN MANAGER:

*DB*

## CORTE MADERA TOWN COUNCIL STAFF REPORT

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**REPORT DATE:** JANUARY 27, 2016

**MEETING DATE:** FEBRUARY 2, 2016

**TO:** TOWN MANAGER, MAYOR AND COUNCIL MEMBERS

**FROM:** PHIL BOYLE, SENIOR PLANNER

**SUBJECT:** REVIEW AND APPROVAL OF THE CONTRACT FOR THE ENVIRONMENTAL CONSULTING FIRM OF GHD TO PREPARE PHASE 2 OF THE ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE VILLAGE OF CORTE MADERA 2016 EXPANSION PROJECT UNDER THE DIRECTION OF TOWN STAFF AND PAID FOR BY THE APPLICANT-CORTE MADERA VILLAGE, LLC

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**PURPOSE:**

To consider approving the scope of services and budget proposed by GHD to prepare Phase 2 of the EIR for the Village of Corte Madera 2016 Expansion Project.

**STAFF RECOMMENDATION:**

Staff recommends that the Town Council approve the scope of services and budget proposed by GHD to prepare Phase 2 of the EIR for the Village of Corte Madera 2016 Expansion Project.

**TOWN MANAGER'S RECOMMENDATION:**

Support staff's recommendation.

## **BACKGROUND:**

On October 6, 2015 the Town Council approved the selection of the environmental consulting firm of GHD out of Santa Rosa to prepare an Environmental Impact Report (EIR) for the Village of Corte Madera 2016 Expansion Project. The Council also approved the scope of services, budget and schedule for Phase 1 of the EIR (Attachment 1).

GHD completed Phase I of the EIR and prepared the December 28, 2015 technical memorandum titled *Environmental Document Review: Village of Corte Madera Expansion Project* (Attachment 2). The technical memorandum reviewed the Town of Corte Madera's General Plan Update EIR and determined to what extent the setting, analysis, and mitigation measures in the General Plan EIR can be used for the Village Expansion Project EIR. The memorandum also determined what additional or revised technical studies are necessary to support the environmental review process for the Project. Finally, this technical memorandum was used to inform the scope of services for preparing the project-specific Environmental Impact Report–Phase 2.

## **PROJECT DESCRIPTION**

Corte Madera Village, LLC (“CMV”) has submitted an application to expand The Village by adding a retail store of approximately 53,000 square feet of gross floor area, proposed as a Restoration Hardware Design Gallery. The store will have two levels, plus an open-air rooftop courtyard surrounding an enclosed scenery loft of glass and steel. The retail store will include a café of approximately 5,000 square feet, located on the ground or second floor. The 5,000 square-foot area will include a kitchen, with the remainder of the space devoted to displaying furniture that will also be used for café seating. The café will seat an estimated 150 people. CMV also proposes to acquire and pave the existing gravel parking lot currently owned by the Town, located north of the shopping center across Redwood Highway. This improvement will yield 428 parking spaces. The application requests a General Plan Amendment, Zoning Amendment, Preliminary, Conditional Use Permit, Precise Development Plan Amendments and Design Review.

## **SCOPE OF SERVICES PHASE 2:**

Phase 2 is the preparation of the EIR which will evaluate the potential environmental impacts of the project – both the ±53,000 square foot Restoration Hardware Design Gallery and the development of a 428 space paved and illuminated parking lot on the gravel lot just north of the shopping center. The scope of services has been divided into 5 tasks.

Task 1: GHD will work with Town staff, utilizing material provided by the applicant, to prepare a detailed project description that will be used in the EIR. This task will also include a brief description of the potential alternatives that will be evaluated in the EIR, including the No Project alternative. Because the environmental evaluation of the Project has not yet been completed, and it is uncertain what impacts, if any, will be significant and unavoidable, the selection of alternatives may need to be modified after impacts have been identified. The alternatives are intended to provide a reasonable range of scenarios that meet most of the basic objectives of the project and strive to reduce or avoid significant effects of the project. A Notice of Preparation (NOP) will be prepared and Scoping Meeting will be held to solicit comments from the public on

the scope of services for the EIR. GHD will determine whether any modifications to the scope of services are necessary to address concerns raised by the public or other agencies.

Task 2: Prepare an Administrative Draft EIR, consistent with the requirements of California Environmental Quality Act (CEQA). The Administrative Draft EIR will be reviewed by Town Staff and will also include visual simulations, a detailed traffic analysis, a cultural resources report and noise report.

Task 3: Prepare the Draft EIR based on the Town's comments and circulated the DEIR for a 45-day public review period. During the 45 day review period the document will be available on the Town's website as well as Town Hall and the Town Library. A DEIR public hearing will also be held during the 45 day period.

Task 4: Upon completion of the 45-day public review period for the Draft EIR, GHD will compile the comments and prepare a Final EIR and Mitigation Monitoring Report. This task will include public hearings with both the Planning Commission and the Town Council on the environmental review and the project.

Task 5: Project management and administration actions, including budget and schedule tracking, project and contract oversight, and project invoicing over an estimated 12-month period. Monthly invoices will include a progress report. This task also includes Quality Assurance throughout implementation of the Project and Quality Control review of the work products.

### Transportation Impact Study

Included at the end of the scope of services from GHD is the scope of services provided by the traffic consultant for the EIR – Fehr and Peers. Below is a brief summary of each of the tasks included in the Transportation Impact Study (TIS) . A more detailed description of the scope of services is provided in Attachment 3.

The Transportation Impact Study (TIS) will include the following tasks:

Task 1 - Data will be collected for both the PM weekday peak period (4:00 to 6:00 p.m.) and the "school" period (2:00 to 4:00 p.m.) at 13 surrounding intersections and 24 hour counts on a typical weekday and weekend at 4 nearby roadway segments.

Task 2 – The current traffic volumes will be compared with traffic counts collected for previous studies in the area, to determine if intersection volumes and empirical rates have remained consistent over time.

Task 3 - An analysis of the current condition plus the estimated new trips generated by the project and how those trips will be distributed. Fehr & Peers will also conduct an intersection and freeway segment impact assessment by comparing the Existing Plus Project conditions to the Existing conditions. Finally, a qualitative discussion will be included regarding the Project's effects on pedestrian, bicycle, and transit facilities.

Task 4 – A cumulative conditions analysis will be provided which will assess the traffic impacts of the project in combination with the traffic forecasts used in the Town’s General Plan EIR Transportation Analysis.

Task 5 – Prepare an estimate for the project’s Vehicle Miles Traveled (VMT). The VMT will represent typical weekday conditions and will be used to inform the greenhouse gas and energy analysis portions of the EIR.

Task 6 - Finally, all of the information obtained in Tasks 2-5 will be combined into a Draft TIS report summarizing the analysis and submitted for review and comments by the Town and then incorporated into the EIR.

The completion of Phase 2 will take approximately 12 months and will follow all of the public noticing and public hearing procedures required by CEQA including the various opportunities for public input. The consultant will be managed by Town Staff with periodic updates given to the Town Council and the Planning Commission. The applicant will provide a deposit to the Town that will be used to pay all invoices from the consultant and for Town Staff time on a time and materials basis.

#### **OPTIONS**

1. Approve the GHD scope of services
1. Approve the GHD scope of services with revisions
2. Do not approve the GHD scope of services

#### **ATTACHMENTS**

1. October 6, 2015 Staff Report without attachments
2. Technical Memorandum-*Environmental Document Review: Village of Corte Madera Expansion Project*
3. GHD Scope of Services for Phase 2 of the Village of Corte Madera 2016 Expansion Project EIR

O:\Planning Department\\_02 PLANNING APPLICATIONS AND PROPERTY FILES\P-T\REDWOOD HIGHWAY (The Village)\RESTORATION HARDWARE\GHD EIR Consultant\Staff Reports\February 2 2016 Staff Report for GHD Phase 2 Cont Aprv.docx

**ATTACHMENT 1:**

OCTOBER 6, 2015 STAFF REPORT WITHOUT ATTACHMENTS

THIS MATERIAL HAS BEEN REVIEWED  
BY THE TOWN MANAGER:

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THE TOWN OF  
CORTE MADERA  
MARIN COUNTY CALIFORNIA

## CORTE MADERA TOWN COUNCIL STAFF REPORT

**REPORT DATE:** SEPTEMBER 30, 2015  
**MEETING DATE:** OCTOBER 6, 2015

**TO:** TOWN MANAGER, MAYOR AND COUNCIL MEMBERS

**FROM:** PHIL BOYLE, SENIOR PLANNER

**SUBJECT:** REVIEW AND APPROVAL OF THE CONTRACT FOR THE ENVIRONMENTAL CONSULTING FIRM OF GHD TO PREPARE PHASE 1 OF THE ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE VILLAGE OF CORTE MADERA 2016 EXPANSION PROJECT UNDER THE DIRECTION OF TOWN STAFF AND PAID FOR BY THE APPLICANT-CORTE MADERA VILLAGE, LLC

\*\*\*\*\*

**PURPOSE:**

To consider approving the scope of work and budget proposed by GHD to prepare Phase 1 of the EIR for the Village of Corte Madera 2016 Expansion Project.

**STAFF RECOMMENDATION:**

Staff recommends that the Town Council approve the contract with GHD to prepare Phase 1 of the EIR for the Village of Corte Madera 2016 Expansion Project and direct the Town Manager to sign the attached contract.

**TOWN MANAGER'S RECOMMENDATION:**

Support staff's recommendation.

## BACKGROUND:

### Project Description

Corte Madera Village, LLC (“CMV”) has submitted an application to expand The Village by adding a retail store of approximately 53,000 square feet of gross floor area, proposed as a Restoration Hardware design gallery. The store will have two levels, plus an open-air rooftop courtyard surrounding an enclosed scenery loft of glass and steel. CMV also proposes to acquire and pave the existing gravel parking lot currently owned by the Town, located north of the shopping center across Redwood Highway. This improvement will yield 428 parking spaces. The application requests a General Plan Amendment, Zoning Amendment, Preliminary and Precise Development Plan Amendments and Design Review.

Prior to consideration of the project application, it is necessary to analyze environmental considerations under the California Environmental Quality Act. The CEQA analysis will include a project-level EIR that utilizes pertinent information from the 2008 General Plan EIR, the 2009 General Plan and the 2012 Initial Study/Mitigated Negative Declaration for the expansion of Nordstrom and Macy’s retail stores. The General Plan EIR studied the construction and operational impacts of expanding The Village from a Floor Area Ratio (FAR) of 0.34 to 0.60. When the Town adopted its new General Plan, it approved an FAR of 0.47 for The Village. Thus, the General Plan EIR studied more development than is allowed by the General Plan and more than the FAR of approximately 0.38 that is being proposed with this application.

### Consultant Selection

Town staff sent requests for proposals to prepare the EIR to five environmental consulting firms (Attachment 1). Each proposal was carefully reviewed by staff to assure that it included:

1. A Statement of Qualifications demonstrating the consultant's ability to provide the services described in the RFP.
2. Experience with similar CEQA analysis.
3. A proposed budget containing a breakdown of costs for in-house labor, outside consultants or subcontractors, and any anticipated additional expenses.
4. A schedule of fees, on a time and materials basis for all persons assigned to the project.
5. The availability of the key persons who will perform work on the project, their resumes, and the percentage of time the key personnel will be assigned to the project.
6. A statement of availability to complete the EIR, a proposed payment schedule and references.

Three of the five firms who submitted proposals were interviewed by Adam Wolff, Director of Planning and Building, Phil Boyle, Senior Planner and Judith Propp, Assistant Town Attorney.

Staff unanimously chose GHD as the most qualified and experienced firm to prepare the EIR. The proposal submitted by GHD is attached with updates that reflect the added traffic analysis which was not part of the original proposal and the updated budget.

### EIR Preparation

To efficiently use resources and produce a clear and comprehensive CEQA document, the preparation of the EIR has been broken into two phases. The first phase is intended to result in a thoroughly vetted scope of work for the EIR which will be produced during Phase 2. Below is a summary of the tasks that will be completed as part of Phase 1. A more detail description of each of the tasks can be found on pages 15-18 of the attached proposal.

- 1) GHD will provide a detailed review of the General Plan EIR's project-level analysis of full build-out of The Village at Corte Madera.
- 2) GHD will provide a detailed review of the 2012 Initial Study/Mitigated Negative Declaration for the expansion of Nordstrom and Macy's retail stores.
- 3) GHD and its team of consultants will peer review the February 2015, Biological Resources Assessment, by WRA Environmental Consultants and the May 2015, Geotechnical Investigation by Kleinfelder, Inc.; both which were provided by the applicant.
- 4) The Traffic Consulting firm of Fehr and Peers will provide data collection that will establish baseline traffic and parking conditions, and to perform review of previous transportation studies.
- 5) GHD will produce a detailed proposal, work program, list of additional technical reports and budget needed to complete Phase 2 of the Project EIR. The scope of work for Phase 2 will be reviewed by Town Staff and brought before the Council for review and potential approval.

The completion of Phase 1 will take approximately 8 weeks. The consultant will be managed by Town Staff with periodic updates given to the Town Council and the Planning Commission. The applicant will provide a deposit to the Town that will be used to pay all invoices from the consultant and for Town Staff time on a time and materials basis.

Phase 2 will require the preparation of the EIR and will follow all of the public noticing and public hearing procedures required by CEQA including the various opportunities for public input. Once Phases 1 and 2 of the EIR are completed, the EIR will be reviewed by the Planning Commission and the Town Council together with the project applications. It is estimated that the EIR will be completed by the summer of 2016.

### **OPTIONS**

1. Approve the GHD proposal and contract
1. Approve the GHD proposal and contract with revisions
2. Do not approve the GHD proposal and contract

## **ATTACHMENTS**

1. Request for Proposals
2. GHD Proposal
3. Agreement for Professional Services
4. Certificate of Insurance



**ATTACHMENT 2:**

**TECHNICAL MEMORANDUM-ENVIRONMENTAL DOCUMENT REVIEW: VILLAGE OF  
CORTE MADERA EXPANSION PROJECT**



## TECHNICAL MEMORANDUM

### Environmental Document Review: Village at Corte Madera 2016 Expansion Project

**Prepared For:** Town of Corte Madera

**Prepared By:** Kristine Gaspar, GHD

**Reviewed By:** Pat Collins, GHD

**Date:** December 28, 2015

#### Introduction

The following review of the *Town of Corte Madera General Plan Update EIR (2009)* and the *Environmental Assessment for The Village Shopping Center Expansion Project (2011)* has been prepared in accordance with the *Request for Proposals – The Village at Corte Madera 2016 Expansion Project* and GHD’s scope of work included in the *Proposal for Environmental Review Services*. The review has two purposes: 1) determine to what extent the setting, analysis, and mitigation measures in General Plan EIR can be used for the Project; and 2) determine additional or revised technical studies that would be necessary to support the environmental review process for the Project. This review will be used to inform the Work Plan for preparing the project-specific Environmental Impact Report.

A review of the General Plan Update EIR was conducted in part because the General Plan Update included an expansion of The Village beyond that proposed in the Village at Corte Madera 2016 Expansion Project. For comparison purposes, the table below summarizes the expansion allowed by the General Plan Update, expansion allowed under the current approved Preliminary Plan, the existing conditions, and the expansion that is proposed under the proposed Preliminary and Precise Plans.

	Corte Madera General Plan 2009 <sup>1</sup>	Corte Madera General Plan Update EIR <sup>2</sup>	Current Preliminary Plan for The Village <sup>3</sup>	Existing <sup>4</sup>	Existing plus Project (53,000 square feet)	Proposed Preliminary Plan for The Village <sup>4</sup>	Proposed Precise Plans within The Village <sup>4</sup>
Square Feet	652,010	600,000	484,005	474,985	527,985	537,005	517,005
FAR	0.47	0.43	0.35	0.34	0.38	0.39	0.37

1. The General Plan, April 2009. Square footage was not identified in the General Plan but is based on the FAR.
2. The General Plan Update EIR, April 2009. FAR was not identified in the EIR but is based on the square footage.
3. Resolution 3685, January 2014.
4. The Village at Corte Madera 2016 Restoration Hardware Expansion Project Applicant’s Project Description, August 21, 2015. Of the 474,985 square feet, 2,000 square feet is office space.

Notes: Square footage of entire site is 1,387,255. The proposed Preliminary Plan is 9,020 square feet larger than the Existing plus Project square footage, and the Precise Plan is 10,980 square feet smaller.

In response to the Town's RFP, we considered reviewing the *Environmental Assessment for The Village Shopping Center Expansion Project* (2011), as this CEQA Checklist (titled "Environmental Assessment") evaluated a recent expansion of The Village. However, this CEQA Checklist tiered from the General Plan EIR under CEQA Guidelines section 15168(c) and only evaluated whether the 2011 expansion project was within the scope of the General Plan Update EIR; no new impacts or mitigation measures were presented that might have relevance to this 2016 expansion project. A traffic impact study was conducted for the 2011 expansion project; however, the study is now over 5 years old. The current 2016 expansion project will have a new traffic study that will use up-to-date existing conditions data. Therefore, a review of the *Environmental Assessment for The Village Shopping Center Expansion Project* (2011) is not included in the matrix, as it does not provide any new relevant information that could be used in the EIR for the Village at Corte Madera 2016 Expansion Project.

### **Review of General Plan Update EIR**

The following matrix evaluates to what extent the General Plan Update EIR analysis can be used in the project-specific EIR for The Village at Corte Madera 2016 Expansion Project. The matrix is organized as follows:

- *CEQA Guidelines Appendix G*. This column lists the Appendix G questions, which we propose to use as the primary impact statements in the Project EIR.
- *General Plan Update EIR*. The General Plan Update EIR's impact statements are assigned to the Appendix G questions, where possible. Then, relevant information is provided from the General Plan Update EIR under the Setting, Analysis and Conclusions, and Mitigation headings.
- *Project EIR Analysis*. This column provides our recommendations for the type of analysis required for an adequate Project EIR, together with the general type of information which will be needed from the Applicant and Town.

## Review Matrix

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>I. Aesthetics</b>	<b>4.12 Visual Resources and Aesthetics</b>				
I.(a). Have a substantial adverse effect on a scenic vista? I.(b). Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	4.12.1 Implementation of the proposed General Plan Update could result in the alteration of scenic resources.	<ul style="list-style-type: none"> <li>No state scenic highways.</li> <li>Chapter 15.50 Trees (including View and Sunlight Preservation).</li> </ul>	<p>Less than Significant</p> <p>Based on GP policies that direct the design review process.</p>	None	<p>Evaluate project against applicable Town policies regarding design review.</p> <p>GHD will prepare a visual simulation from pathway to the east of site and one additional simulation from a vantage point determined in conjunction with the Town. (see General Plan PR-3.1)</p>
I.(c). Substantially degrade the existing visual character or quality of the site and its surroundings?	4.12.2 Implementation of the proposed General Plan Update could result in the alteration of visual character.	Nothing of note.	<p>Less than Significant</p> <p>Based on GP policies that direct the design review process.</p>	None	<p>Evaluate project against applicable Town policies regarding design review (Policy CD-4.3).</p> <p>GHD will prepare a visual simulation from pathway to the east of site and one additional simulation from a vantage point determined in conjunction with the Town. (see General Plan PR-3.1)</p>
I.(d). Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	4.12.3 Implementation of the proposed General Plan could result in an increase of daytime glare and/or nighttime lighting. This increase in daytime glare sources and nighttime lighting levels could have an adverse effect on adjacent areas and land uses.	<ul style="list-style-type: none"> <li>Nighttime Sky – Title 24 Outdoor Lighting Standards.</li> </ul>	<p>Potentially Significant</p> <p>Based on increased daytime glare and nighttime lighting from development.</p>	<p>MM 4.12.3a</p> <p>MM 4.12.3b</p> <p>MM 4.12.3c</p> <p>MM 4.12.3d</p> <p>Adds project design implementation measures to Policy CD-6.1.</p>	<p>Evaluate compliance with General Plan and zoning ordinance policies regarding new sources of lighting (building and parking lot).</p>

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>II. Agricultural and Forest Resources</b>	Not included.				Not an issue for this project. Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].
<b>III. Air Quality</b>	<b>4.5 Air Quality</b>				
III.(a). Conflict with or obstruct implementation of the applicable air quality plan?	Addressed in Cumulative: 4.5.6 Implementation of the proposed General Plan would exacerbate existing regional problems with ozone and particulate matter and could conflict with BAAQMD air quality improvement efforts (e.g., Clean Air Plan, BAAQMD thresholds).	Nothing of note.	Cumulatively Considerable	MM 4.5.6 Adds General Plan policy support for specific measures in Clean Air Plan.	Evaluate against compliance with Clean Air Plan and MM 4.5.6.
III.(b). Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	4.5.1 Construction activities facilitated by the proposed General Plan Update and associated infrastructure construction activity would generate construction period exhaust emissions and fugitive dust that would affect local air quality.	Outdated, nothing of note.	Potentially Significant	MM 4.4.1a MM 4.4.1b MM 4.4.1c MMs are based on 1999 BAAQMD recommendations that have been updated since adoption of the General Plan.	BAAQMD provides "screening levels" to determine whether a project requires a quantitative analysis of air pollutants. Screening size for operation of this type of project is 99,000 square feet (or 142,000 for construction). Project is 53,000 square feet. Project therefore does not meet BAAQMD criterion for requiring quantitative analysis. Evaluate impacts qualitatively and incorporate updated BAAQMD construction BMPs.
	4.5.4 Future growth in traffic could cause increases to carbon monoxide levels at the area intersections. However, overall concentration would remain below health-based ambient air quality standards.	Outdated, nothing of note.	Less than Significant	None	If implementation of General Plan is below, project would be below. Evaluate impacts qualitatively

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
III.(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)?	4.5.6 Implementation of the proposed General Plan would exacerbate existing regional problems with ozone and particulate matter and could conflict with BAAQMD air quality improvement efforts (e.g., Clean Air Plan, BAAQMD thresholds).	Nothing of note.	Cumulatively Considerable	MM 4.5.6 Adds General Plan policy support for specific measures in Clean Air Plan.	Address in cumulative section. Evaluate qualitatively.
III.(d).Expose sensitive receptors to substantial pollutant concentrations?	4.5.3 Implementation of the proposed General Plan Update would include sources of criteria pollutants, toxic air contaminants, or odors that may affect surrounding land uses. Sensitive land uses may also be located near existing sources of criteria pollutants, toxic air contaminants, or odors.	Nothing of note.	Potentially Significant	MM 4.5.3 Requires buffers and filters for new sources and residences placed near sources.	No nearby sensitive receptors. Evaluate qualitatively. General Plan Mitigation Measure not applicable to the Project.
III.(e). Create objectionable odors affecting a substantial number of people?	4.5.2 Implementation of the General Plan Update may locate new sensitive receptors near existing or future sources of odors. In addition, existing sensitive receptors could be affected by new sources of odors developed under the General Plan Update.	Nothing of note.	Potentially Significant	MM 4.5.2 Requires buffers and filters for new sources and residences placed near sources.	Not an issue for this project. Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128]. MM not applicable.

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>IV. Biological Resources</b>	<b>4.9 Biological Resources</b>				
IV.(a). Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<p>4.9.1 Implementation of the proposed General Plan Update could result in direct and indirect loss of habitat and individuals of endangered, threatened, rare, proposed, and candidate status as well as plant species identified by the California Native Plant Society with a rating of List 1A or 1B (i.e. rare, threatened, or endangered plants).</p> <p>4.9.2 Implementation of the proposed General Plan could result in direct and indirect loss of habitat and individuals of animal and plant species of concern and other non-listed special-status species.</p>	<ul style="list-style-type: none"> <li>Project site and surroundings, are identified as Urban, no habitat type.</li> </ul>	<p>Significant</p> <p>Based on new development in sensitive areas, and indirectly from increased human/wildlife interaction, habitat fragmentation, and encroachment of exotic weeds.</p>	<p>MM 4.9.1</p> <p>Adds wetlands to GP as resource to be protected.</p>	<p>General Plan RCS-7.2.a requires applicant to prepare Environmental Assessment. Applicant has prepared assessment for gravel lot which is being peer reviewed to determine adequacy for use in CEQA document.</p>
IV.(b). Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<p>4.9.3 Implementation of the proposed project could result in disturbance, degradation, and removal of sensitive biological communities.</p>		<p>Potentially Significant</p> <p>Based on new development in sensitive biological communities.</p>	<p>MM 4.9.3a</p> <p>MM 4.9.3b</p> <p>Encourages restoration and conservation of riparian corridors.</p>	<p>General Plan RCS-7.2.a requires applicant to prepare Environmental Assessment. Applicant has prepared assessment for gravel lot which is being peer reviewed to determine adequacy for use in CEQA document.</p>
IV.(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?	<p>4.9.2 Implementation of the proposed General Plan could result in direct and indirect loss of habitat and individuals of animal and plant species of concern and other non-listed special-status species.</p>	<ul style="list-style-type: none"> <li>To north and west of gravel parking lot jurisdictional waters are identified as Estuarine System – Emergent.</li> </ul>	<p>Significant</p> <p>Based on new development in sensitive areas, and indirectly from increased human/wildlife interaction, habitat fragmentation, and encroachment of exotic weeds.</p>	<p>MM 4.9.1</p> <p>Adds wetlands to GP as resource to be protected.</p>	<p>General Plan RCS-7.2.a requires applicant to prepare Environmental Assessment. Assessment is being peer reviewed to determine adequacy for use in CEQA.</p>

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
IV.(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?	4.9.4 Implementation of the proposed project could interfere substantially with the movement of native resident or migratory fish or wildlife species.	<ul style="list-style-type: none"> <li>SF Bay is part of Pacific Flyway.</li> </ul>	Potentially Significant Based on disturbance, degradation, and removal of corridors.	MM 4.9.4 Adds coordination with agencies to assure regional connectivity.	Will provide supplemental information to the Environmental Assessment to address migratory wildlife corridors.
IV.(e). Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Not included.				Evaluate project against applicable Town policies and ordinances regarding protecting biological resources, including Chapter 15.50 Trees; Chapter 18.16.215 Wetland Buffers; Chapter 18.18.200 Overlay District Requirements.
IV.(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?	Not included.				No known plans apply to Project site. Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>V. Cultural Resources</b>	<b>4.10 Cultural and Paleontological Resources</b>				
V.(a). Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	4.10.1 Implementation of the proposed General Plan Update could result in the potential disturbance of cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains.	Nothing of note.	Potentially Significant Twenty percent of plan area has been surveyed; cultural resources have been discovered in all surveyed areas. Good chance of discovering more.	MM 4.10.1 Adds program to require all discretionary projects to prepare cultural resource studies.	Prepare cultural resources study; include pedestrian survey along bay margins.  Two closest historic structures, as identified in GP EIR, are not close enough to be impacted by project.  Town needs to initiate AB 52 process within 14 days of determining application is complete.
	4.10.2 Implementation of the proposed General Plan Update could result in the potential disturbance of undiscovered cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains.		Less than Significant	None	Prepare cultural resources study; include pedestrian survey along bay margins.  Town needs to initiate AB 52 process within 14 days of determining application is complete.
V.(b). Cause a substantial adverse change in the significance of archaeological resource pursuant to §15064.5?	4.10.1 Implementation of the proposed General Plan Update could result in the potential disturbance of cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains.	Nothing of note.	Potentially Significant Twenty percent of plan area has been surveyed; cultural resources have been discovered in all surveyed areas. Good chance of discovering more.	MM 4.10.1 Adds program to require all discretionary projects to prepare cultural resource studies.	Prepare cultural resources study; include pedestrian survey along bay margins.  Town needs to initiate AB 52 process within 14 days of determining application is complete.
	4.10.2 Implementation of the proposed General Plan Update could result in the potential disturbance of undiscovered cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains.	Nothing of note.	Less than Significant	None	Prepare cultural resources study; include pedestrian survey along bay margins.  Town needs to initiate AB 52 process within 14 days of determining application is complete.

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
V.(c). Directly or indirectly destroy a unique paleontological resource or site or geologic feature?	4.10.3 Implementation of the proposed General Plan Update could result in the potential disturbance of paleontological resources (i.e., fossils and fossil formations).	Nothing of note.	Potentially Significant	MM 4.10.3 Adds program for handling encountered resources.	Prepare paleontological database search.
V.(d). Disturb any human remains, including those interred outside of formal cemeteries?	4.10.1 Implementation of the proposed General Plan Update could result in the potential disturbance of cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains.	Nothing of note.	Potentially Significant Twenty percent of plan area has been surveyed; cultural resources have been discovered in all surveyed areas. Good chance of discovering more.	MM 4.10.1 Adds program to require all discretionary projects to prepare cultural resource studies.	Prepare cultural resources study; include pedestrian survey along bay margins.
	4.10.2 Implementation of the proposed General Plan Update could result in the potential disturbance of undiscovered cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains.	Nothing of note.	Less than Significant	None	Prepare cultural resources study; include pedestrian survey along bay margins.
<b>VI. Geology and Soils</b>	<b>4.7 Geology and Soils</b>				
VI.(a). Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:  (i). Rupture of a 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.	Not included.				Project site does not lie on an Alquist-Priolo Fault. Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
(ii). Strong seismic ground shaking?	4.7.1 Land uses and development under the proposed Town of Corte Madera General Plan Update may expose additional people, structures, and development to ground shaking as a result of earthquakes resulting in the risk of loss, injury, or death.	Nothing of note.	Less than Significant	None	Per PHS-8.2.a and Chapter 18.18.200, Geotechnical Report building site has been prepared. Report is being peer reviewed to determine compliance with Town policies and adequacy for CEQA document. Geotechnical Report for parking lot is being prepared by the applicant and also will be peer reviewed.
(iii) Seismic-related ground failure, including liquefaction?	4.7.2 Implementation of the proposed General Plan Update may expose additional people, structures, and development to seismic-related ground failures including lateral spreading, lurching, and liquefaction, as well as potential failure of flood protection features resulting in the risk of loss, injury, or death.	Nothing of note.	Less than Significant	None	Per PHS-8.2.a and Chapter 18.18.200, Geotechnical Report for building site has been prepared. Report is being peer reviewed to determine compliance with Town policies and adequacy for CEQA document. Geotechnical Report for parking lot is being prepared by the applicant and also will be peer reviewed.
(iv). Landslides?	4.7.4 Land uses and new development under the proposed Town of Corte Madera General Plan Update may expose people, structures, and development to slow or rapidly occurring down slope earth movement, resulting in the risk of loss, injury, or death. This type of hazard can be triggered seismically, result from seasonal saturation of soils, erosion, or grading activities.	Nothing of note.	Significant	MM 4.7.4a MM 4.7.4b MM 4.7.4c Adds policies for planting on unstable slopes, geotech investigation for slopes greater than 30% or unstable slopes, hillside lots large for flexibility.	Project site and surroundings are flat. The MMs do not apply. Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
VI.(b). Result in substantial soil erosion or the loss of topsoil?	4.7.6 Subsequent development under the proposed General Plan Update could result in increased soil, wind, and water erosion, and siltation of local drainage during and after construction from excavation and grading activities.	Nothing of note.	Less than Significant	None	Evaluate project against Grading and Erosion Control Ordinance, NPDES permit, and other applicable Town and State regulations.
VI.(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?	4.7.5 Land uses and new development under the proposed Corte Madera General Plan Update may expose people, structures, and development to the damaging effects of ground subsidence resulting in the risk of loss, injury, or death.	Nothing of note.	Less than Significant	None	Per PHS-8.2.a and Chapter 18.18.200, Geotechnical Report for building site has been prepared. Report is being peer reviewed to determine compliance with Town policies and adequacy for CEQA document. Geotechnical Report for parking lot is being prepared by the applicant and also will be peer reviewed.
VI.(d).Be located on expansive soil , as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life of property?	4.7.7 Subsequent development under the proposed General Plan could expose buildings, pavements, and utilities to significant damage as a result of underlying expansive or unstable soil properties.	Nothing of note.	Less than Significant (but invoked MM MM 4.7.4a, MM 4.7.4b, and MM 4.7.4c)	None	Per PHS-8.2.a and Chapter 18.18.200, Geotechnical Report for building site has been prepared. Report is being peer reviewed to determine compliance with Town policies and adequacy for CEQA document. Geotechnical Report for parking lot is being prepared by the applicant and also will be peer reviewed.
VI.(e). Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Not included				Project does not include septic tanks or alternative waste water disposal systems. Include in "Effects Not Found to be Significant."

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>VII. Greenhouse Gas Emissions</b>	<b>4.5 Air Quality</b>				
VII.(a). Generate greenhouse gas emission, either directly or indirectly, that may have a significant impact on the environment?	4.5.5 Implementation of the proposed General Plan Update would contribute to an increase in greenhouse gas (GHG) emissions from vehicle transportation and building energy use and may contribute to increases in atmospheric GHG concentrations. High concentrations of GHGs have been linked to the phenomenon of climate change.	Nothing of note.	Cumulatively Considerable	None available – Significant Unavoidable	BAAQMD provides "screening levels" to determine whether a project requires a quantitative analysis of greenhouse gas emissions. Screening size for operation is 19,000 square feet. Project is 53,000 square feet. Since project is over screening size, will quantify greenhouse gas emissions using CalEEMod and compare against 1,100 MT per year threshold.
VII.(b). Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Not included.				If Climate Action Plan is available at time of analysis, will evaluate Project against CAP. Otherwise General Plan will be used, and any other applicable regulations.

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>VIII. Hazards and Hazardous Materials</b>	<b>4.3 Human Health/Risk of Upset</b>				
<p>VIII.(a). Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p> <p>VIII.(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?</p> <p>VIII.(c). Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p> <p>VIII.(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?</p>	<p>4.3.1 Implementation of the proposed General Plan Update may contain the potential to expose persons to known and unknown hazardous materials contamination in areas identified for development. Additionally, the development activities anticipated in the General Plan Update may involve the routine transport, use, or disposal of hazardous materials, as well as accidents involving the release of hazardous materials.</p>	<ul style="list-style-type: none"> <li>Project site is not located on list of hazardous materials sites or within ¼ mile of school. Info will need to be verified.</li> </ul>	Potentially Significant	<p>MM 4.3.1a MM 4.3.1b MM 4.3.1c MM 4.3.1d</p> <p>Add policies related to eliminating hazardous waste releases; review Town's code regarding storage and handling; secondary containment provided on individual projects; and site testing requirements.</p>	<p>VIII.(a) and (b) Evaluate Project relative to existing regulations. No issues anticipated during construction or operation.</p> <p>VIII.(c) Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].</p> <p>VIII.(d) Prepare Cortese List updated search.</p>
<p>VIII.(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 result in a safety hazard for people residing or working in the project area?</p>	Determined not applicable in Initial Study.				<p>Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].</p>

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
VIII.(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?	Determined not applicable in Initial Study.				Include in "Effects Not Found to be Significant" [CEQA Guidelines 15128].
VIII.(g). Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	4.3.2 Future development within the Town could impair implementation of the existing emergency response plan.	Nothing of note.	Less than Significant	None	Evaluate qualitatively against Town's Emergency Response Plan.
VIII.(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?	4.3.3 The Town is located in close proximity to wildlands, so the risk of wildland fires is high, especially in the residential hillside neighborhoods. Additionally, emergency vehicle access is constrained by steep, winding, and narrow roads.	<ul style="list-style-type: none"> <li>Project site is in area designated as "moderate" for fire threat and is not adjacent to any area designated "high," "very high," or "extreme threat."</li> </ul>	Less than Significant Projects would follow Corte Madera Fire Code and implementation of fire prevention measures.	None	Evaluate relative to fires risk categories. Not anticipated to be an issue.
<b>IX. Hydrology and Water Quality</b>	<b>4.8 Hydrology and Water Quality</b>				
IX.(a). Violate any water quality standards or waste discharge requirements?					
IX.(b). Substantially deplete any groundwater supplied 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)?	Determined not applicable in Initial Study.	NA	NA	NA	Evaluate qualitatively.

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<p>IX.(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?</p> <p>IX.(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 a flooding on- or off-site?</p> <p>IX.(f). Otherwise substantially degrade water quality?</p>	<p>4.8.1 Infill development or redevelopment under the proposed General Plan Update would include construction-related activities that could expose soil to erosion during storm events, causing degradation of water quality. Also the proposed General Plan Update could increase impervious surfaces, and as a result, alter drainage patterns and increase drainage rates and runoff over existing conditions. Runoff from urban uses may also contribute to the degradation of water quality in the area.</p>	<ul style="list-style-type: none"> <li>Ross Valley Area Watershed <ul style="list-style-type: none"> <li>Corte Madera Creek Watershed</li> <li>San Clemente Creek Watershed</li> </ul> </li> <li>San Francisco Bay</li> </ul>	<p>Potentially Significant</p> <p>Construction activities could affect water quality. Increased urban runoff could affect water quality. Drainage not really addressed.</p>	<p>MM 4.8.1</p> <p>Implement Town's local Municipal Stormwater Ordinance 9.33 and comply with MCSTOPP.</p>	<p>Evaluate Applicant provided stormwater plan and calculations against Ordinance 9.33 and MCSTOPP.</p>
<p>IX.(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?</p> <p>IX.(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?</p> <p>IX.(h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?</p> <p>IX.(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?</p>	<p>4.8.2 Implementation of the proposed General Plan Update would result in the exposure of additional people and/or structures to potential risks from flooding hazards and sea level rise.</p>	<ul style="list-style-type: none"> <li>For management of storm drainage, Town is divided into 10 watersheds. Project site is located in Watershed No. 4. Improvements proposed for 5, 6, and 7.</li> <li>Corte Madera Creek and San Francisco Bay are listed as 303(d) impaired waterbodies.</li> <li>Project site is within 100-year floodplain.</li> </ul>	<p>Significant</p> <p>Residential and mixed use development will be within 100-year floodplain. New development required to meet Municipal Code standards for building within FEMA-designated Special Flood Hazard.</p> <p>Sea-level rise would cause increased flooding. Improvements in Town-wide Storm Drainage and Flood Control Study would improve problems.</p> <p>Development would increase stormwater conveyed to stormwater infrastructure. Again, Storm Drainage Study cited as improving conditions.</p> <p>Clear statement of what is significant is never made.</p>	<p>MM 4.8.2a</p> <p>MM 4.8.2b</p> <p>MM 4.8.2c</p> <p>Adds policies to work with BCDC on sea-level rise adaptation strategies; continue to implement Municipal Code; pursue funding for protection from sea-level rise.</p>	<p>IX.(e) Analyze Project against Municipal Code. Determine status of improvements proposed in Town-wide Storm Drainage and Flood Control Study and whether project must contribute to implementing area-wide improvements.</p> <p>IX.(g) Included in "Effects Not Found to be Significant."</p> <p>IX.(h) and (i) Project plans and calculations must show improvements necessary to mitigate on site flooding to meet Town and FEMA standards.</p>

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
IX.(j). Inundation by seiche, tsunami, or mudflow?	<u>In 4.7 Geology and Soils</u> 4.7.3 Land uses and new development or redevelopment under the proposed Town of Corte Madera General Plan Update is not expected to expose substantial numbers of people and structures to hazards associated with seismically induced tsunamis and seiches.	Nothing of note.	Less than Significant Based on tsunamis not an issue inside the bay as there is not direct exposure to ocean.	None	Evaluate project location using California Department of Conservation tsunami inundation mapping.
<b>X. Land Use and Planning</b>	<b>4.1 Land Use</b>				
X.(a). Physically divide an established community?	Determined not applicable in Initial Study.	NA	NA	NA	Include in "Effects Not Found to be Significant."
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 mitigation and environmental effect?	4.1.1 Implementation of the proposed General Plan Update may conflict with relevant land use planning documents within and adjacent to the Town of Corte Madera. 4.1.2 Implementation of the proposed General Plan may create conflicts between existing and future land uses with the Town of Corte Madera or adjacent to the Town boundaries.	<ul style="list-style-type: none"> <li>• San Francisco Bay Plan</li> <li>• Marin Countywide Plan</li> <li>• Larkspur General Plan</li> <li>• Mill Valley General Plan</li> <li>• Tiburon General Plan</li> <li>• Corte Madera Zoning Ordinance</li> <li>• Corte Madera Bayfront Vision Plan</li> <li>• Paradise/San Clemente Specific Plan (adjacent to Project site)</li> <li>• Christmas Tree Hill Community Plan (west side of town)</li> </ul>	Less than Significant Compared GP to plans listed in setting.	None	Evaluate if Project conflicts with: <ul style="list-style-type: none"> <li>• Corte Madera General Plan update</li> <li>• Corte Madera Zoning Ordinance</li> <li>• San Francisco Bay Plan</li> <li>• Corte Madera Bayfront Vision Plan</li> <li>• San Francisco Bay Trail</li> <li>• Bicycle Transportation Plan 2008 Update (and update if available at time of analysis)</li> </ul>
X.(c). Conflict with any applicable habitat conservation plan or natural community conservation plan?	Determined not applicable in Initial Study	NA	NA	NA	Include in "Effects Not Found to be Significant."

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>XI. Mineral Resources</b>	<b>4.7 Geology and Soils</b>				
XI.(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?  XI.(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?	Not Included.	<ul style="list-style-type: none"> <li>Planning area is not within mineral resource preservation site.</li> </ul>	None	None	Include in "Effects Not Found to be Significant."
<b>XII. Noise</b>	<b>Noise</b>				
XII.(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?	4.6.1 Buildout of the General Plan may contribute to an exceedance of the Town's traffic noise standards from projected increases in traffic volumes, resulting in potential noise impacts to sensitive receptors.	Nothing of note.	Potentially Significant Noise impacts from 101, Tamalpais Drive, etc, can be minimized, not avoided. Policy 4.2 seeks to avoid noise deflection walls.	None available. Significant Unavoidable	Analyze increased traffic noise from Project on noise-sensitive land uses and contribution to the cumulative impact.
XII.(b). Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	Not included.	Nothing	CEQA checklist question listed in methodology but never discussed in analysis.	NA	Unless construction includes pile driving, should be able to evaluate qualitatively for both construction and operation.
XII.(c). A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	4.6.2 New projects which may include stationary noise sources such as automotive and truck repair facilities, tire installation centers, car washes, loading docks, corporation yards, parks, and play fields may create noise levels in excess of the Town standards. In addition, new noise-sensitive land uses could be located in areas of existing stationary noise sources.	Nothing of note.	Less than Significant	None	Evaluate qualitatively. Project is not the type of business to create a substantial permanent stationary noise.
XII.(d). A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	4.6.3 Activities involved in construction would typically generate maximum noise levels ranging from 85 to 90 dB at a distance of 50 feet. Construction	Nothing of note	Less than Significant Partly based on the Noise Ordinance being updated.	None	Evaluate temporary construction noise. Discuss periodic increase in noise during operation qualitatively, not expected

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
	could result in periods of significant ambient noise level increases and the potential for annoyance.				to be an issue.
XII.(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?	Determined not applicable in Initial Study	NA	NA	NA	Include in "Effects Not Found to be Significant."
XII.(f). For a project within the vicinity of a private airstrip, would the project expose people residing or working the project area to excessive noise levels?	Determined not applicable in Initial Study	NA	NA	NA	Include in "Effects Not Found to be Significant."
<b>XIII. Population &amp; Housing</b>	<b>4.2 Population/Housing/Employment</b>				
XIII.(a). Induce substantial growth in an area, whether directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Addressed in Chapter 7.0 Long-Term Implications of the Project				Include in "Effects Not Found to be Significant."
XIII.(b). Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	Determined not applicable in Initial Study	NA	NA	NA	Include in "Effects Not Found to be Significant."
XIII.(c). Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Determined not applicable in Initial Study	NA	NA	NA	Include in "Effects Not Found to be Significant."
<i>There is no CEQA Appendix G equivalent question.</i>	4.2.1 Implementation of the proposed General Plan Update could result in population, housing, and employment increases that would exceed regional population and growth	<ul style="list-style-type: none"> <li>• 2006 Dept of Finance Data</li> <li>• 2000 Census</li> </ul>	Less than Significant Conclusion based on ABAG projections not being exceeded. However, employment does exceed projections by 7%.	None	This is not a CEQA issue; do not need to carry forward.

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
	projection.				
<i>There is no CEQA Appendix G equivalent question.</i>	4.2.2 Implementation of the proposed General Plan Update could result in housing impacts by creating an imbalance between employment and housing.	<ul style="list-style-type: none"> <li>ABAG 2025 Projections (1.84)</li> <li>2005 existing ratio was 1.7 jobs per household.</li> </ul>	Potentially Significant Ideal is 1.5 jobs per household. General Plan buildout identified as 2.1 jobs per household. GP would exacerbate existing problem.	None available. Significant Unavoidable	Need to discuss. Recommend putting discussion in "Other CEQA Sections." Summarize GP EIR findings and how it relates to project (Project was already included in impact).
<b>XIV. Public Services</b>	<b>4.11 Public Resources</b>				
XIV.(a). Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, 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?	4.11.1.1 Implementation of the proposed General Plan Update could increase the demand for fire protection and emergency medical service.	<ul style="list-style-type: none"> <li>Corte Madera Fire Department provides fire protection services.</li> <li>Maintain target response times of five minutes or less.</li> </ul>	Less than Significant	None	Utilize GP EIR for analysis. Update setting information.
Police Protection?	4.11.2.1 Implementation of the proposed General Plan Update could result in an increased demand for law enforcement services.	<ul style="list-style-type: none"> <li>Twin Cities Police Authority provides fire protection services to both Corte Madera and Larkspur.</li> <li>Maintain target response times of three minutes or less for urgent assistance calls.</li> </ul>	Less than Significant	None	Utilize GP EIR for analysis. Update setting information.
Schools?	4.11.3.1 Land uses and development under the proposed Town of Corte Madera General Plan Update would	Nothing of note.	Less than Significant	None	Include in "Effects Not Found to be Significant." Project would not increase population or

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
	increase population and subsequent student enrollment in the districts' schools and may require new or expanded school facilities to serve the increased demand.				need for additional school services.
Parks?	4.11.8.1 Implementation of the proposed General Plan Update could increase population and subsequently increase the demand for park and recreation related services.	Nothing of note.	Less than Significant	None	"Effects Not Found to be Significant." Project would not increase population or demand for park and recreation services.
Other public facilities?	4.11.7.1 Implementation of the proposed General Plan Update would increase the demand for electric, telephone, and natural gas services.	Nothing of note.	Less than Significant Included use of energy in a wasteful manner per Appendix F.	None	Quantify energy use and evaluate its wastefulness. Applicant to provide anticipated energy use of new building. Telephone not applicable at project level.
<b>XV. Recreation</b>	<b>4.11 Public Services</b>				
XV.(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?  XV.(b). Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?	See 4.11.8.1 under Public Services.	See 4.11.8.1 under Public Services	See 4.11.8.1 under Public Services	See 4.11.8.1 under Public Services	Include in "Effects Not Found to be Significant." Project would not increase population or demand for park and recreation services.

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<b>XVI. Transportation/Traffic</b>	<b>4.4 Transportation and Circulation</b>				
XVI.(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?	4.4.1 Implementation of the proposed General Plan Update would result in increased traffic volumes, delay, and a decrease in LOS on area roadways during the PM peak hours.	<ul style="list-style-type: none"> <li>Marin County General Plan</li> <li><i>Moving Forward – A 25-Year Transportation Vision for Marin County</i></li> <li>Baseline condition traffic data:               <ul style="list-style-type: none"> <li>2002 roadway segments and PM peak hour intersection counts.</li> <li>2004 freeway segments counts.</li> </ul> </li> <li>ITE Trip Generation, 7th Edition used to calculate net difference in trips between previous 1989 Plan and proposed Plan.</li> <li>Distribution and network assignment developed using Corte Madera Travel Demand Model (based on Marin County Model).</li> </ul>	<p>Significant</p> <p>Future traffic conditions with proposed General Plan Update would make five study intersections experience a decline in LOS that would not meet LOS standard of proposed General Plan Update.</p> <ul style="list-style-type: none"> <li>Madera Boulevard / Council Crest Drive / Tamal Vista Boulevard</li> <li>Tamapais Drive / Madera Boulevard</li> <li>Tamapais Drive / US 101 Southbound Off-ramp</li> <li>Tamapais Drive / US 101 Northbound Off-ramp</li> <li>Tamapais Drive / San Clemente Drive</li> </ul>	Numerous options depending on scenarios.	Identify project and cumulative impacts at nearby intersections and US 101. Determine fair share of project contribution to mitigation measure implementation if impacts are identified at any of the five intersections acknowledged within the General Plan EIR.
XVI.(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?	4.4.6 Implementation of the proposed General Plan Update would result in increased motor vehicle traffic, which would contribute to an unacceptable level of service (LOS) on US 101.	<ul style="list-style-type: none"> <li>Baseline condition traffic data:               <ul style="list-style-type: none"> <li>2002 roadway segments and PM peak hour intersection counts.</li> <li>2004 freeway segments counts.</li> </ul> </li> <li>ITE Trip Generation, 7th Edition used to calculate net difference in trips between previous 1989 Plan and proposed Plan.</li> <li>Distribution and network assignment developed using Corte Madera Travel Demand Model (based on Marin County Model).</li> </ul>	<p>Cumulatively Considerable</p> <p>Significant and Unavoidable</p> <p>Increase in amount of traffic on Highway 101 in northbound and southbound directions. In northbound direction, volume on two freeway segments would deteriorate to LOS F with growth in regional traffic and implementation of proposed General Plan Update. Implementation of the proposed General Plan would also increase the amount of traffic on northbound Highway 101 by more than one percent of the freeway segment's design capacity.</p>	None Available Significant and Unavoidable	Conduct freeway LOS analysis for Existing Plus Project conditions to assess if an impact occurs. Under Cumulative Plus Project Conditions summarize General Plan EIR findings and how they relate to project (Project was already included as part of Cumulative Plus Project conditions).
XVI.(c). Result in change in air traffic patterns, including either an increase in traffic levels or a change in location that results	Determined not applicable in Initial Study	NA	NA	NA	Include in "Effects Not Found to be Significant."

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
in substantial safety risks?					
XVI.(d). Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or compatible uses (e.g., farm equipment)? XVI.(e). Result in inadequate emergency access?	4.4.4 Implementation of the proposed General Plan Update would result in an increase in traffic volumes, which would increase the potential opportunities for safety conflicts.	<ul style="list-style-type: none"> <li>• CalTrans Highway Design Manual</li> <li>• Corte Madera Code of Ordinances</li> <li>• California Fire Code</li> <li>• California Code of Regulations for Public Safety</li> <li>• California Vehicle Code</li> </ul>	<p>Less than Significant</p> <p>General Plan Update and policies to require modern design/construction standards should result in provision of facilities without safety conflicts</p> <p>Current Town and state requirements necessitate provision of emergency access for emergency response and evacuation.</p>	None	Review site plan to identify any potential safety and emergency response issues with proposed site access and circulation design.
XVI.(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?	4.4.2 Implementation of the proposed General Plan Update would result in an increased demand for transit service.	<ul style="list-style-type: none"> <li>• Moving Forward – A 25-Year Transportation Vision for Marin County</li> <li>• Corte Madera Bicycle Transportation Plan</li> </ul>	<p>Less than Significant</p> <p>No conflicts with current transit provisions or plans (e.g., roadway design that would conflict with transit service with Town) are expected.</p> <p>Increase in transit usage relative to Town-wide increase in residential and non-residential trips. General Plan includes policies to enhance to existing transit service to accommodate changes in demand.</p>	None	Qualitatively assess project with respect to impact on existing and planned transit service.
	4.4.3 Implementation of the proposed General Plan Update would result in an increased demand for bicycle and pedestrian facilities.		<p>Less than Significant</p> <p>Increase in pedestrian and bicyclist trips relative to Town-wide increase in residential and non-residential trips. General Plan includes implementation of new bikeways and trails to accommodate increase in demand.</p>	None	Qualitatively assess project with respect to Corte Madera Bicycle Transportation Plan

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<i>There is no CEQA Appendix G equivalent question</i>	4.4.5 Implementation of the proposed General Plan Update would result in an increase in parking demand.	<ul style="list-style-type: none"> <li>ITE Trip Generation, 7th Edition used to calculate net difference in trips between previous 1989 Plan and proposed Plan.</li> <li>Distribution and network assignment developed using Corte Madera Travel Demand Model (based on Marin County Model).</li> </ul>	Less than Significant Increase in demand for vehicular parking relative to Town-wide increase in residential and non-residential trips. Town's development review process, parking requirements, and General Plan policies are intended to ensure provision of adequate parking supply and to provide programs to reduce overall demand for parking.	None	Per request from Town staff, provide a parking supply/demand analysis separate from EIR and Transportation Impact Study.
<b>XVII. Utilities and Service Systems</b>	<b>4.11 Public Services</b>				
XVII.(a). Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Not Included				Evaluate qualitatively.
XVII.(b). Require or result in the construction of new water or <u>wastewater treatment</u> facilities, the construction of which could cause significant environmental effects?  XVII.(e) Result in a determination by the wastewater treatment provider which served 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?	4.11.5.1 Implementation of the proposed General Plan Update could increase wastewater flows and demand for sanitary sewer conveyance and treatment facilities.	<ul style="list-style-type: none"> <li>Sanitary District No. 2 of Marin County, a member of the Central Marin Sanitation Agency, provides wastewater services.</li> </ul>	Less than Significant System has adequate capacity for buildout.  Distribution system clay pipes to be replaced and sized appropriately over 10-year period.	None	Analysis will verify adequate conveyance and wastewater treatment capacity.  Applicant to provide engineering conclusion that off-site trunk sewers are adequate.
XVII.(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?	See 4.8.1 under Hydrology and Water Quality.	See 4.8.1 under Hydrology and Water Quality.	See 4.8.1 under Hydrology and Water Quality.	See 4.8.1 under Hydrology and Water Quality.	Evaluate stormwater plans against Town Ordinance 9.33 and MCSTOPP to determine if stormwater facilities are adequate.
XVII.(b). Require or result in the construction of new <u>water</u> or wastewater treatment	4.11.4.1 Implementation of the proposed General Plan Update could increase demand for water	<ul style="list-style-type: none"> <li>Marin Municipal Water District supplies water.</li> </ul>	Potentially Significant Indicates there is water supply	MM 4.11.4.1 Add policy requiring	Evaluate Project water demand relative to supply as estimated in MMWD's

CEQA Guidelines Appendix G	Corte Madera General Plan Update EIR				Project EIR Analysis
	Impact Statement	Setting (key items only)	Analysis and Conclusion	Mitigation	
<p>facilities, the construction of which could cause significant environmental effects?</p> <p>XVII.(d). Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</p>	supply to the Town.		for buildout, but identifies impacts.	<p>verification of adequate water supply and distribution facilities for individual projects.</p> <p>Significant Unavoidable</p> <p>Supply source during dry years not reliable. And restrictions could curtail development that would reduce revenue sources.</p>	<p>2010 UWMP.</p> <p>Applicant to provide water demand.</p>
<p>XVII.(f). Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</p> <p>XVII.(g) Comply with federal, state, and local statuses and regulation related to solid waste?</p>	4.11.6.1 Implementation of the proposed General Plan Update could increase solid waste generation and the demand for related services.	<ul style="list-style-type: none"> <li>Mill Valley Refuse Service provides solid waste service.</li> </ul>	Less than Significant	None	<p>Evaluate Project solid waste generation against local and regional landfill capacities.</p> <p>Applicant to provide estimated solid waste generation and percent recyclables.</p>

**ATTACHMENT 3:**

**GHD SCOPE OF SERVICES FOR PHASE 2 OF THE VILLAGE OF CORTE MADERA 2016  
EXPANSION PROJECT EIR**

## **Exhibit A: Scope of Services**

### **Village at Corte Madera 2016 Expansion Project EIR**

#### **Project Approach and Assumptions**

The following scope of work has been developed to evaluate the potential environmental impacts at the project site and to ensure development of an environmentally adequate CEQA document. Our scope of work assumes the Applicant will provide a variety of technical studies and documentation that will be reviewed by the GHD Team to determine adequacy for use in the EIR. Some reports have already been provided and reviewed. The following is a summary of the reports, with indication of those that have already been prepared and reviewed and those yet to be prepared. If any reports are deemed to require additional information or clarification, they will be returned to the Town with comments and suggested revisions. This scope assumes that the materials provided by the Applicant do not require multiple reviews.

Items that have been provided by Applicant and reviewed by GHD:

- 1) *Geotechnical Investigation Report Restoration Hardware Building and Southern Parking Structure* (Kleinfelder, May 2015). This report was peer reviewed under Phase 1 and was determined to be adequate. No revisions from the applicant are being requested. No further work related to this report is necessary except to incorporate the findings and recommendations into the EIR.
- 2) *Biological Resources Assessment* (WRA, February 2015). This report was peer reviewed under Phase 1. Recommendations were made that include minor revisions to the measures dealing with the installation of exclusion fencing during construction and the vegetation buffer. In addition, the review suggests that potential impacts related to additional avian predator activity associated with the installation of lighting and landscaping in the parking lot should be considered (Olofson 2015). The GHD Team will prepare this additional analysis as part of this Scope of Services (included in Task 2 below).

Items to be provided by Applicant and reviewed by GHD:

- 3) A Phase 1 report for the gravel parking lot. It is assumed that the Phase 1 will include a description of whether the site is included on a list of hazardous materials sites.
- 4) A preliminary geotechnical or engineering report on the parking lot, evaluating potential geological or soils issues (e.g., settlement and groundwater) relative to the construction and operation of the stormwater drainage facilities and pavement.
- 5) A stormwater plan. The stormwater plan should identify any contribution of the Project to storm water columns to be conveyed or managed by area-wide improvements in the Town-wide Storm Drainage and Flood Control Study; and recommend mitigation for any such contribution. GHD will review the plan and calculations against Ordinance 9.33 and MCSTOPP.
- 6) Anticipated energy use of new building. If Applicant cannot provide anticipated building-specific energy use, default energy use from CalEEMod will be used or an appropriate reference from the California Energy Commission.
- 7) Anticipated water demand for new building. GHD will evaluate water demand relative to supply as estimated in MMWD's 2010 UWMP.
- 8) Engineering conclusion of the adequacy of off-site trunk sewers.

#### **TASK 1: Project Description, Notice of Preparation, and Scoping**

##### **Prepare Project Description and Select Preliminary Alternatives**

GHD will work with Town staff, utilizing material provided by the Applicant, to prepare a project description that will be used in the EIR. It is assumed the Applicant will provide the project details and site plans needed to prepare a clear and accurate draft project description in compliance with Section 15124 Project Description and Appendix F of the CEQA Guidelines. In addition, we will develop a brief description of the potential alternatives that will be evaluated in the EIR, including the No Project alternative. Because the environmental evaluation of the Project has not yet been done, and it is uncertain what impacts, if any, will be significant and unavoidable, the selection of alternatives may need to be modified after impacts have been identified. The alternatives are intended to provide a reasonable range of scenarios that meet most of the basic objectives of the project and strive to reduce or avoid significant effects of the project. The draft project description will be submitted to the Town for review. Upon receipt of the Town's comments, GHD

will finalize the project description. It is assumed that the Town will provide the project description to the Applicant for review.

### **Prepare Notice of Preparation**

GHD will prepare the Notice of Preparation (NOP), which will include a description of the project and information on the time and location of the scoping meeting and the process for submitting scoping comments. The NOP will also identify potential areas of environmental impact to facilitate agency and public review, including environmental resource areas that would be unaffected by implementation of the project and which are proposed not to be evaluated further in the EIR. GHD will submit a draft of the NOP for review by the Town, and will revise the NOP as directed. GHD will then mail 15 copies of the NOP to the State Clearinghouse for distribution to Responsible and Trustee Agencies, initiating the 30-day scoping period. GHD also will mail a copy to the Bay Conservation Development Commission as a portion of the Project site is within the 100-foot shoreline band that is under BCDC's jurisdiction. GHD will rely on the Town to mail the NOP to neighbors and other interested parties.

### **Scoping Meeting**

The EIR Project Manager, Kristine Gaspar, and Quality Control Reviewer, Pat Collins, will attend and participate in one public scoping meeting to receive oral and written comments on the Project. A 2-page informational hand-out will be prepared summarizing the project and potential environmental impacts. A sign-in sheet and comment cards will be prepared for use at the scoping meeting. After completion of the 30-day review of the NOP, a summary will be prepared for verbal and written comments made at the scoping meeting, and scoping comments submitted by the public in response to the NOP. GHD will determine whether any modifications to the scope of work are necessary to address concerns raised by the public or agencies. It is assumed that no more than 50 comments will be received.

### **Task 1 Meetings: Scoping Meeting**

**Task 1 Deliverables:** draft project description (electronic); administrative draft NOP (electronic); final NOP (electronic); scoping comments summary (electronic).

## **TASK 2: Prepare Administrative Draft EIR**

GHD will prepare an Administrative Draft EIR, consistent with the requirements of CEQA, including the following sections:

### **Introduction and Summary**

The Introduction and Summary section will include information on the CEQA process, project background, a summary of the public scoping process, areas of known controversy, and an overview of the findings presented in the EIR. This chapter will include a summary table that identifies potential impacts (including cumulative impacts), the significance of the impacts before mitigation, recommended mitigation measures, and the resulting significance after the mitigation measures are completed.

### **Project Description**

GHD will use the project description developed in Task 1.

### **Environmental Settings, Impacts, and Mitigation Measures**

GHD will describe the environmental setting, regulatory setting, and prepare an analysis of the direct and indirect environmental impacts of the proposed project that will be clearly and specifically based on evaluation criteria and significance thresholds. The EIR will also identify feasible mitigation measures that could lessen or avoid significant impacts, and clarify whether a mitigation measure has been proposed as part of the project or identified through the EIR process. The following paragraphs indicate the primary issues we have identified regarding the project and our methodology for analysis. It is anticipated that all resource categories that are determined to have no impact, or less-than-significant impacts, to all CEQA Checklist questions within that resource category, will be placed together in a Chapter entitled Impacts Not Found to Be Significant, in accordance with CEQA Guidelines section 15128, to simplify the EIR.

**Aesthetics.** This section will evaluate potential project impacts on visual resources. The analysis will consider consistency of the project with applicable plans and ordinances, including the Town's General Plan, Zoning Ordinance, and other applicable documents.

GHD has teamed with William Kanemoto to prepare two visual simulations of the proposed Project from nearby sensitive viewpoints to be selected in consultation with the Town. Simulations would be prepared from accurately scaled computer models constructed from project input provided by the Applicant, at a level of detail appropriate for the viewing distances of key viewpoints selected for the analysis.

Sensitive receptors in the vicinity with substantial exposure to the project are few. Viewpoints on or west of Highway 101 would be substantially screened from the project by intervening existing buildings of the surrounding shopping center. The primary sensitive viewers would be visitors to the trails east of the Project, with open visual exposure to the site. We assume one view will be produced from that location. We also will collect photos from other possible viewpoints, including residential streets within ½ mile southeast of the site, and possible sensitive viewpoints to the northeast (Greenbrae Boardwalk and Sir Francis Drake Boulevard) for discussion and review by Town staff.

**Agriculture and Forestry Resources.** The project site is not designated by the Farmland Mapping and Monitoring Program as Prime Farmland, Unique Farmland, or Farmland of Statewide importance. In addition, the project site is not designated by the California Department of Conservation as being under a Williamson Act contract, and is not located on land zoned or used for agricultural, forestland, or timberland. Therefore, agricultural and forest are anticipated to be unaffected by implementation of the project and would not be evaluated in detail in the EIR.

**Air Quality.** The Town of Corte Madera is located within the San Francisco Bay Area Air Basin and is regulated by the Bay Area Air Quality Management District (BAAQMD). The EIR will therefore utilize the impact assessment methodologies outlined in the BAAQMD CEQA Air Quality Guidelines. BAAQMD provides "screening levels" to determine whether a project requires a quantitative analysis of air pollutants. The screening size for operation of this type of project is 99,000 square feet (or 142,000 for construction). The Project is 53,000 square feet, and therefore does not meet BAAQMD criterion for requiring quantitative analysis. Because the size of the proposed project is below the BAAQMD construction and operational criteria pollutant screening levels, criteria pollutants will be addressed qualitatively. The evaluation will include a summary of the BAAQMD's 2010 Clean Air Plan, the attainment status of the local Air Basin, and potential impacts of construction and operational activities to conflict with or contribute to an air quality violation. Because there are no nearby sensitive receptors (residential units, schools, hospitals, etc.) toxic air pollutants also will be considered qualitatively.

**Biological Resources.** This section will evaluate potential impacts of the project on biological resources at the Project site, including wetlands and waters, trees, special-status species, and sensitive vegetation types. GHD will utilize the *Biological Resources Assessment* (WRA 2015) and the *Review of Biological Resources Assessment* (Olofson 2015). In addition, the GHD Team will prepare an analysis of potential impacts related to avian predator activity associated with the installation of lighting and landscaping in the parking lot.

**Cultural and Paleontological Resources.** The GHD Team will prepare a cultural resources study that will include a review of records, maps, and documents on file at the Northwest Information Center, and a pedestrian survey along bay margins. The need for subsurface testing is not defined at this time. The GHD Team will contact the State Native American Heritage Commission for review of the Sacred Lands File and will contact appropriate tribal communities and individuals regarding the Project. GHD assumes that the Town will be responsible for AB 52 compliance. GHD has included time to prepare for and attend up to two Town-led consultation meetings with the tribes, if necessary.

A review of the regional geology and the University of California Museum of Paleontology database will be performed to assess the potential for paleontological resources or paleontologically-sensitive geologic units at the Project site. A paleontological resources report documenting the results of the records search will be prepared and used to support the environmental review.

**Geology and Soils.** Site geology and seismicity information from the geotechnical study reports, identified above under Project Approach and Assumptions, and other available geologic mapping materials will be used to evaluate the potential exposure to seismic ground shaking and other impacts associated with any unstable soil types that may be present at the site.

**Greenhouse Gas Emissions.** The BAAQMD provides "screening levels" to determine whether a project requires a quantitative analysis of greenhouse gas emissions. The screening size for operation of this type of project is 19,000 square feet. The Project is 53,000 square feet. Because the Project is over screening size, we will quantify greenhouse gas emissions using CalEEMod, or other appropriate tools, and compare the Project's estimated emissions against the 1,100 MT per year threshold identified by the BAAQMD. The Town is currently preparing a Climate Action Plan (CAP). If the CAP is available at the time of the analysis, we will evaluate the Project relative to the Town's CAP. Otherwise, the Project will be reviewed in relation to the General Plan, and any other applicable regulations.

**Hazards and Hazardous Materials.** GHD will evaluate the potential impacts from hazards and hazardous materials utilizing the Phase 1 report to be prepared by the Applicant for the gravel parking, identified under the Project Approach and Assumptions. We also will review regulatory agency database search reports and available mapping materials to identify possible contaminating activities, or other potential hazards within the project area.

**Hydrology and Water Quality.** As identified under the Project Approach and Assumptions, GHD will prepare a peer review the Applicant's stormwater plan and calculations for the Project against Ordinance 9.33 and the MCSTOPP. Hydrologic mapping and other available resources will also be reviewed and used to evaluate impacts, and mitigation measures will be included to reduce impacts and ensure compliance with applicable local and regional agency permit requirements.

**Land Use, Population, and Housing.** GHD will evaluate potential land use conflicts with pertinent plans and policies adopted for the purpose of avoiding or mitigating an environmental impact, including the Corte Madera General Plan update, Corte Madera Zoning Ordinance, San Francisco Bay Plan, Corte Madera Bayfront Vision Plan, San Francisco Bay Trail, and Bicycle Transportation Plan 2008 Update (and update if available at time of analysis).

**Mineral Resources.** The Town's General Plan and regional mapping do not identify any State-designated (MRZ-2) or locally important mineral resource locations in the vicinity of the project area. Therefore, mineral resources are anticipated to be unaffected by implementation of the project and will not be evaluated in detail in the EIR.

**Noise.** The GHD Team will prepare an evaluation of the temporary noise during construction and its impacts on sensitive receptors. Operation of the building is not anticipated to create substantial permanent noise, and will be analyzed qualitatively. Increased traffic noise from the Project will be quantified and analyzed for its effect on noise-sensitive land uses and contribution to the cumulative impact. Construction at this time is not anticipated to include pile driving. Therefore groundborne vibration will be analysed qualitatively.

**Public Services and Recreation.** GHD will evaluate the potential impact on public services, including fire and police. Schools and recreation facilities are anticipated to be unaffected by implementation of the project and would not be evaluated in detail in the EIR.

**Transportation.** GHD has teamed with Fehr & Peers to prepare the Traffic Impact Study. See Attachment 1 for a detailed description of this task.

**Utilities.** GHD will evaluate the impacts the project may have on utilities resulting from both construction and operation, including the need for construction of new storm water drainage facilities and solid waste disposal needs from project construction, and the adequacy of wastewater treatment facilities and water supplies to serve the project. The Applicant is to provide items related to stormwater, wastewater, and potable water, as identified above in the Project Approach and Assumptions.

**Cumulative Impacts.** GHD will work with the Town to prepare a list of cumulative projects and assess the impacts of the project in combination with other reasonably foreseeable development and infrastructure activity. The cumulative impact assessment will address each topic covered in the environmental analysis and identify appropriate mitigation measures that may be employed to lessen adverse environmental effects due to the project's contribution to cumulative impacts.

#### **Growth Inducement and Other CEQA-required Topics**

GHD will evaluate the potential of the project to induce growth relative to existing conditions, taking the Town's General Plan into account. This section will also summarize any significant unavoidable effects identified for the project, any significant irreversible environmental changes that may result from project implementation, potential energy impacts of the project, and identification of an environmentally superior alternative.

**Analysis of Alternatives.** The EIR will analyze up to three project alternatives, including the No Project Alternative. Alternatives will be evaluated at a lower level of detail than the project (consistent with CEQA) and contrasted with the proposed project in terms of the extent to which they can achieve project objectives or reduce adverse impacts. Based upon these precepts, an alternatives analysis will be prepared in tabular format allowing for a comparison of the impacts of the project versus those of the alternatives. The EIR will summarize alternatives that may be posed during the scoping process, but that were found to not meet the qualification for alternatives as required under CEQA.

**Task 2 Meetings:** two tribal consultation meetings; four progress meetings; an Administrative Draft EIR Review Meeting

**Task 2 Deliverables:** Draft and Final Visual Simulations; Draft and Final Traffic Report; Draft and Final Cultural Resources Report; Draft and Final Noise Report; Administrative Draft EIR (1 hard copy, electronic)

### **Task 3: Prepare Draft EIR**

#### **Prepare Screen Check Draft EIR**

GHD will prepare a Screen Check of the Draft EIR, following receipt of comments on the Administrative Draft EIR. GHD requests one annotated copy that provides all Town comments on the Administrative Draft EIR in a single format. We assume any conflicting comments will be resolved prior to forwarding to GHD. We will revise the document to reflect the Town's recommended changes, and will then prepare a Screen Check of the Draft EIR for final review by the Town prior to going out for public review.

#### **Prepare Draft EIR and Notices**

GHD will prepare the Draft EIR based on the Town's comments on the Screen Check Draft EIR. Upon completion of the Draft EIR, it will be circulated for a 45-day public review period. GHD will prepare a draft Notice of Completion, Notice of Availability, and Notice of Public Hearing for Town review. GHD will be responsible for printing and distributing the NOC and Draft EIR to the State Clearinghouse, for distribution to Responsible and Trustee agencies (any Responsible Agency not on OPR's distribution list will have the Draft EIR mailed to them directly). GHD will rely on the Town for posting the legal notice in the newspaper, and sending the notice to neighbors and interested parties. GHD will provide a CD of the Draft EIR references to the Town, to be made available to the public during circulation of the Draft EIR.

#### **Public Hearing**

During the 45-day public review period, the EIR Project Manager will prepare a presentation for the Public Hearing on the Draft EIR. The Project Manager and Quality Control Reviewer will attend the hearing.

**Task 3 Meetings:** Two Progress Meetings; Draft EIR Public Hearing

**Task 3 Deliverables:** Screen Check Draft EIR (1 hard copy, electronic); Draft EIR (20 hard copies, 20 CDs, electronic); Notice of Completion (electronic); Notice of Availability (electronic; to be mailed and posted by City); references (1 CD); presentation for the Public Hearing on the Draft EIR (electronic)

#### **TASK 4: Responses to Comments Document (Final EIR) and Mitigation Monitoring and Reporting Program**

Upon completion of the 45-day public review period for the Draft EIR, GHD will compile the comments received and prepare responses to comments. All comments, both written and verbal, will be numerically identified. Responses to the comments will be keyed to the comment number. GHD will prepare an administrative draft of the Responses to Comments document that presents:

- Introduction and list of commenters
- Responses to comments;
- Master Responses, if appropriate;
- Comment letters received during the public review period;
- Changes, corrections, or modifications to the Draft EIR resulting from the comments received.

This scope of work assumes no more than 50 comments are received on the Draft EIR. Each comment is counted towards the 50 comments, even if it is on a similar topic as other comments, because of the time required to identify, manage, and respond to each comment submitted. If more than 50 comments are received or the comments require substantial new research, a scope and budget amendment may be necessary.

GHD requests one annotated copy that provides all Town comments on the administrative draft of the Responses to Comments document and will revise the document to reflect the recommended changes. GHD will then prepare a final screen check of the Responses to Comments document for final review by the Town. After any minor changes, this version of the document will constitute the final Responses to Comments documents to be distributed at least 10 days prior to certification.

Also, GHD will prepare a Mitigation Monitoring and Reporting Program (MMRP) that includes description of mitigation measures to be adopted as part of project implementation, responsible parties for mitigation implementation, monitoring requirements, and timing and frequency of monitoring and reporting responsibilities.

GHD will submit draft Findings and, if necessary, a draft Statement of Overriding Considerations, for Town review.

GHD requests one annotated copy that provides all Town comments on the administrative draft of the MMRP, findings, and Statement of Overriding Considerations and will prepare final documents in response to Town recommendations.

The Project Manager and Quality Control Reviewer will attend up to two meetings of the Planning Commission and two meetings of the Town Council. GHD will assist in preparing the presentation material, if needed, for the Planning Commission and Town Council.

GHD will prepare a draft Notice of Determination for the Town to finalize and post with the Marin County Clerk. GHD will mail the Notice of Determination to the State Clearinghouse. The Town will be responsible for the County Clerk fee (\$50) and the California Department of Fish and Wildlife fee (fee amount for filings in 2015 were \$3,070).

**Task 4 Meetings:** One meeting to review comments received on the Draft EIR; two public meetings with Planning Commission; two public meetings with Town Council.

**Task 4 Deliverables:** Administrative Draft of Responses to Comments (electronic); Screen Check of Responses to Comments (electronic); final Responses to Comments (25 copies); draft and final MMRP, Findings, and Statement of Overriding Considerations (electronic); draft NOD (electronic)

#### **TASK 5: Project Management**

This task includes project management and administration actions, including budget and schedule

tracking, project and contract oversight, and project invoicing over an estimated 12-month period. Monthly invoices will include a progress report. This task also includes Quality Assurance throughout implementation of the Project and Quality Control review of the work products.

**Task 5 Meetings:** No additional meetings are anticipated for Task 5; it is assumed that project management issues can be discussed informally with the Town.

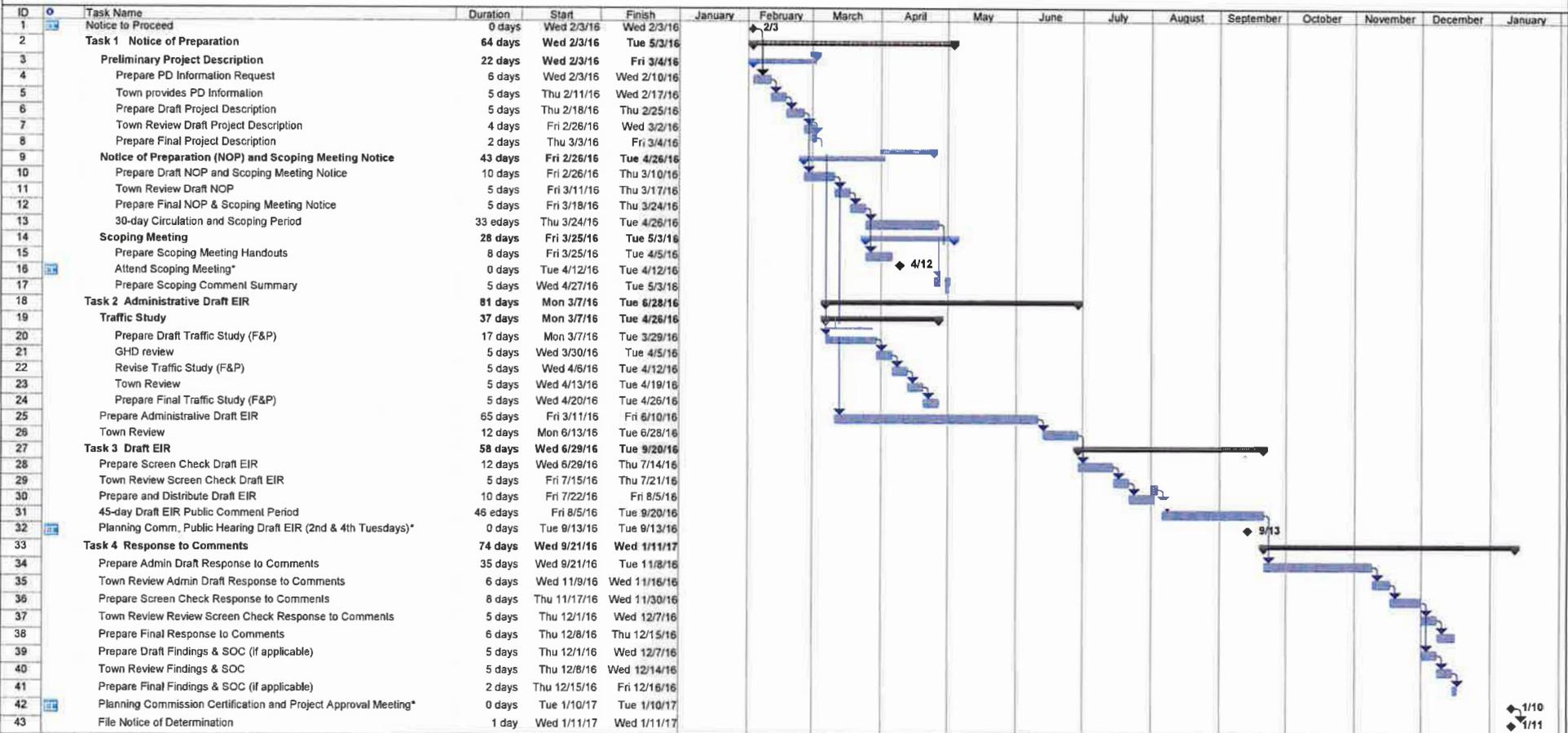
**Task 5 Deliverables:** Monthly Progress Reports

## Schedule

The preliminary schedule begins after Notice to Proceed and is contingent on timely receipt of all Applicant materials and studies. The Notice to Proceed is assumed to occur the day after Contract approval at the February 2<sup>nd</sup> Town Council Meeting. All materials and reports are assumed to be received from the Applicant by March 1, 2016. The total timeline is 6 months to circulation of the Draft EIR, and 12 months to certification. A detailed schedule, with subtask milestones, is attached. This schedule may be subject to modification, should the Town need to change the environmental review timeline for the Project.

<b>Task</b>	<b>Preliminary Schedule</b>
Notice to Proceed	February 3, 2016
<b>Task 1: Prepare Project Description and NOP, Scoping</b>	<b>February to April</b>
<b>Task 2: Prepare Administrative Draft EIR</b>	<b>February to June</b>
<b>Task 3: Prepare Draft EIR</b>	<b>June to September</b>
<b>Task 4: Prepare Response to Comments</b>	<b>September to January</b>
<b>Task 5: Project Management</b>	<b>Ongoing</b>

Restoration Hardware EIR - Preliminary Schedule  
December 31, 2015



**Budget**

The attached total fee assumes an approximate 12-month schedule. Because there are still uncertainties, such as the input received during the scoping process and the number of comments received on the Draft EIR, a contingency has been included in the budget. The contingency would not be used without written approval from the Town. The total fee is \$322,555 without contingency, and \$354,811 with contingency.

Village at Corte Madera 2016 Expansion Project

12/31/2015

Task	QA/QC Engineer	Project Manager	SR. Planner SR. Scientist	Engineer	Planner Scientist	Graphics	Production Admin Staff	Total Labor Hours	Labor Cost	Office Consumable	Direct Expenses	Subconsultants					Total		
	Collins Whiton	Gaepar	Kieluelak Baoclerini Davis	Sullivan Wargula Trumbull	Ross Burrowes	Remillard	Overton					Fehr & Peers	Illingworth & Rodkin	Bill Kanemoto	Olofson Environ.	SSU ASC	Markup		
<b>Task 1 - Project Description, NOP, and Scoping</b>	<b>\$205</b>	<b>\$150</b>	<b>\$145</b>	<b>\$175</b>	<b>\$105</b>	<b>\$100</b>	<b>\$90</b>												
Prepare Project Description	4	16			12	2		34	\$4,680	\$204								\$0	\$4,884
Prepare Notice of Preparation	2	8			18	4	2	34	\$4,080	\$204								\$0	\$4,284
Scoping Meeting and Scoping Summary	4	12			24	2		42	\$5,340	\$252								\$0	\$5,592
<b>Task 1 Subtotal</b>	<b>10</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>8</b>	<b>2</b>	<b>110</b>	<b>\$14,100</b>	<b>\$660</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,760</b>
<b>Task 2 - Prepare Administrative Draft EIR</b>																			
Introduction and Summary		4			8		1	13	\$1,530	\$78								\$0	\$1,608
Project Description (mainly completed in Task 1)		8				4	2	14	\$1,780	\$84								\$0	\$1,864
Selling, Impacts, and Mitigation Measures		26					16	42	\$5,340	\$252								\$0	\$5,592
Aesthetic Resources		4	28			2		34	\$4,860	\$204								\$1,125	\$13,689
Air Quality		2	18					20	\$2,910	\$120								\$0	\$3,030
Biological Resources		4	32			4		40	\$5,640	\$240								\$570	\$10,250
Cultural & Paleontological Resources (2 tribal mtgs)		16	28					44	\$6,460	\$264					\$3,800			\$945	\$13,969
Geology and Soils		2	22	8		6		38	\$5,490	\$228								\$6,300	\$13,969
Greenhouse Gas Emissions		2	24					26	\$3,780	\$156								\$0	\$5,718
Hazards and Hazardous Materials		2			26			28	\$3,030	\$168								\$0	\$3,936
Hydrology and Water Quality		4	36			2		42	\$6,020	\$252								\$0	\$3,198
Land Use, Population, & Housing	2	8			24	2		36	\$4,330	\$216								\$0	\$6,272
Noise		2	24					26	\$3,780	\$156								\$0	\$4,546
Public Services		2			24			26	\$2,820	\$156								\$465	\$7,501
Traffic and Transportation (Traffic Study)	8	6	38	8				60	\$9,450	\$360								\$11,875	\$100,861
Utilities		2	24	12				38	\$5,880	\$228								\$0	\$6,108
Cumulative Impacts		8	16					24	\$3,520	\$144								\$0	\$3,664
Growth-inducement & Other CEQA-required Topics	2	12						14	\$2,210	\$84								\$0	\$2,294
Analysis of Alternatives		2	16		6	2		26	\$3,450	\$156								\$0	\$3,606
Progress & Admin Draft EIR Review Mtgs (4 mtgs, 1 copy)	24	36						60	\$10,320	\$360								\$150	\$10,830
<b>Task 2 Subtotal</b>	<b>36</b>	<b>152</b>	<b>306</b>	<b>28</b>	<b>86</b>	<b>22</b>	<b>19</b>	<b>651</b>	<b>\$92,600</b>	<b>\$3,906</b>	<b>\$150</b>	<b>\$79,175</b>	<b>\$3,100</b>	<b>\$7,500</b>	<b>\$6,300</b>	<b>\$14,981</b>	<b>\$0</b>	<b>\$211,512</b>	
<b>Task 3 - Prepare Draft EIR</b>																			
Prepare Screen Check Draft EIR (1 copy)	4	32	24		48	8	16	132	\$16,380	\$792	\$158							\$0	\$17,322
Prepare Draft EIR & Notices (20 copies, 20 CDs, 1 Reference CD)	2	24	2		32		24	84	\$9,820	\$504	\$3,000							\$0	\$13,324
Public Hearing (Planning Commission)	6	12			8			26	\$3,870	\$156								\$0	\$4,026
<b>Task 3 Subtotal</b>	<b>12</b>	<b>68</b>	<b>26</b>	<b>0</b>	<b>88</b>	<b>8</b>	<b>40</b>	<b>242</b>	<b>\$30,070</b>	<b>\$1,452</b>	<b>\$3,150</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4</b>	<b>\$34,672</b>
<b>Task 4 - Prepare Responses to Comments Document</b>																			
Administrative Draft Response to Comments (50 comments)	8	50			25	12	25	120	\$15,215	\$720								\$0	\$15,935
Screen Check Draft (1 copy) & Final (20 copies)		24			16	2	8	50	\$6,200	\$300	\$1,000							\$0	\$7,500
MMRP/Findings/SOC	6	16			12		2	36	\$5,480	\$228								\$0	\$5,708
Public Hearing (2 Planning Commission & 2 Town Council)	24	48			32	8		112	\$16,280	\$672								\$0	\$16,952
<b>Task 4 Subtotal</b>	<b>40</b>	<b>138</b>	<b>0</b>	<b>0</b>	<b>85</b>	<b>22</b>	<b>35</b>	<b>320</b>	<b>\$43,175</b>	<b>\$1,920</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$46,095</b>
<b>Task 5 - Project Management</b>																			
Project Management (12 months)		36					24	60	\$7,560	\$360								\$0	\$7,920
Quality Assurance/Quality Control		36						36	\$7,380	\$216								\$0	\$7,596
<b>Task 5 Subtotal</b>	<b>36</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>96</b>	<b>\$14,940</b>	<b>\$576</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,516</b>
<b>SUBTOTAL</b>	<b>134</b>	<b>430</b>	<b>332</b>	<b>28</b>	<b>315</b>	<b>60</b>	<b>120</b>	<b>1,419</b>	<b>\$194,885</b>	<b>\$8,514</b>	<b>\$4,300</b>	<b>\$79,175</b>	<b>\$3,100</b>	<b>\$7,600</b>	<b>\$6,300</b>	<b>\$14,981</b>	<b>\$0</b>	<b>\$322,565</b>	
<b>Contingency (10%)</b>																		<b>\$32,256</b>	
<b>TOTAL</b>	<b>134</b>	<b>430</b>	<b>332</b>	<b>28</b>	<b>315</b>	<b>60</b>	<b>120</b>	<b>1,419</b>	<b>\$194,885</b>	<b>\$8,514</b>	<b>\$4,300</b>	<b>\$79,175</b>	<b>\$3,100</b>	<b>\$7,600</b>	<b>\$6,300</b>	<b>\$14,981</b>	<b>\$0</b>	<b>\$354,811</b>	

- Assumptions:
- 1) Noticing costs for newspaper publication, mailing, and postage will be handled by Town
  - 2) County Clerk and Fish & Wildlife fees will be paid for by the Town or Applicant
  - 3) Contingency will not be used for any purpose without authorization from Town



January 22, 2016

Phil Boyle  
Town of Corte Madera  
300 Tamalpais Drive  
Corte Madera, CA

**Subject: Proposal to Prepare a Prepare a Transportation Impact Study for 2016 Expansion Project at the Village at Corte Madera**

Dear Phil:

Fehr & Peers appreciates the opportunity to submit this proposal to prepare a transportation impact analysis report for the 2016 Expansion Project at the Village at Corte Madera. Based on our conversation, we understand the proposed expansion will consist of adding a new 53,000 square foot building on part of the existing parking lot. The scope of work outlined below will result in a Transportation Impact Study (TIS) that can be incorporated into a full Environmental Impact Report.

## SCOPE OF WORK

### **Task 1 Data Collection**

Based on recent discussions with Town staff, three additional study intersections along the Tamal Vista corridor will be analyzed as part of the TIS. These intersections were added due to concerns regarding traffic congestion near and along the Tamal Vista corridor, which serves both regional mall traffic and residential traffic to areas west of the corridor, as well as the additional traffic that will be added by the Tamal Ridge housing project. Therefore, we propose to take traffic counts at the following intersections for the weekday "school" period (2:00 to 4:00 p.m.) and PM peak period (4:00 to 6:00 p.m.):

- Tamal Vista Boulevard / Fifer Avenue
- Tamal Vista Boulevard / Wornum Drive
- Wornum Drive / Nellen Avenue

In addition to the intersection counts, 24-hour roadway segment counts will be taken along Tamal Vista Boulevard on a typical weekday and weekend in order to analyze how the Proposed Project



trips may affect traffic congestion along the corridor. This roadway segment count is in addition to three other roadway segment counts taken previously at the following locations:

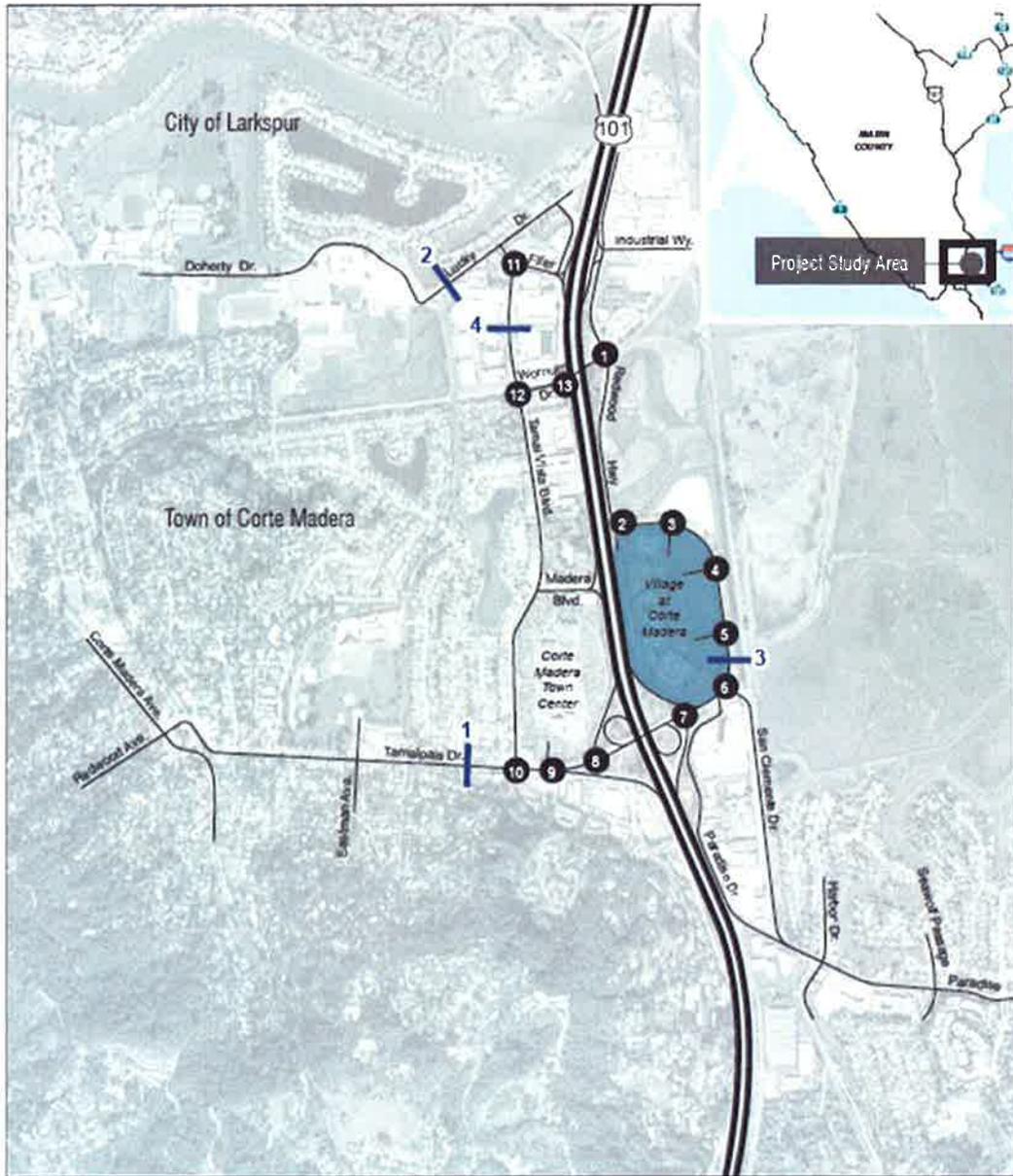
- Tamalpais Drive west of Madera Boulevard
- Lucky Drive west of Fifer Avenue
- Redwood Highway north of San Clemente Drive

### **Task 2 Existing Conditions Analysis**

Fehr & Peers will analyze existing intersection conditions at the following 13 study intersections, as shown in **Figure 1**:

1. Redwood Highway / Wornum Drive
2. Redwood Highway / North Mall Entrance
3. Redwood Highway / Northeast Mall Entrance
4. Redwood Highway / Middle Entrance
5. Redwood Highway / Southeast Mall Entrance
6. Tamalpais Drive / Redwood Highway / San Clemente Drive
7. Tamalpais Drive / Northbound US-101 Ramps
8. Tamalpais Drive / Southbound US-101 Ramps
9. Tamalpais Drive / Town Center Entrance
10. Tamalpais Drive / Madera Boulevard
11. Tamal Vista Boulevard / Fifer Avenue
12. Tamal Vista Boulevard / Wornum Drive
13. Wornum Drive / Nellen Avenue

We will provide a comparison of traffic volume at the study and Village driveway intersections over time (where available), comparing the traffic counts collected as part of this study to the count data collected for previous studies in the area, to determine if intersection volumes and empirical rates have remained consistent over time.



- Legend
- = Study Intersection
  - = Project Location

**Figure 1. Study Area and Analysis Intersections and Roadway Segments**



We will calculate intersection LOS using the Synchro analysis platform (HCM 2000 methodology) for the PM peak hour using counts collected in November 2014. An AM peak hour analysis will not be conducted because the Proposed Project (a retail store) likely generates very few trips during the morning peak period when the stores at the Village are closed. We will use the SimTraffic component of Synchro to analyze the five closely-spaced intersections along Tamalpais Drive (San Clemente Drive, Northbound US-101 Ramps, Southbound US-101 Ramps, Town Center Entrance, and Madera Boulevard). SimTraffic captures the random nature of driver behavior and models the interaction between vehicles and between adjacent intersections in a study network. Traffic simulation better accounts for delays under congested conditions including pedestrian crossings, queue blocking, and queue interactions between adjacent intersections when compared to traditional analysis methods. SimTraffic models reflecting existing field conditions require calibration to ensure that traffic volumes, queue lengths, and other operational observations are satisfactorily replicated.

We will also analyze existing freeway conditions for the following segments:

- Northbound and southbound US-101 in the immediate vicinity of the Tamalpais Drive interchange (i.e. approximately between Paradise Drive and Wornum Drive)

We will calculate freeway segment LOS using the HCM 2000 methodology.

In addition, we will qualitatively assess pedestrian, bicycle, parking, and transit conditions in the study area. We expect this assessment will largely consist of confirming that previously-conducted assessments are still relevant.

### **Task 3 Existing Plus Project Conditions**

Fehr & Peers will estimate the total number of net new vehicle-trips generated by the Project during the PM peak hour, using either rates from the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 9<sup>th</sup> Edition* or empirical rates derived from traffic count data at the Village's driveway intersection and the occupied size of the Village, based on consultation with Town staff.

We will estimate the trip distribution for project-generated vehicle trips based on the trip distribution used for the site in the Corte Madera General Plan EIR. This trip distribution will be informed by new intersection traffic counts as well as "Big Data" (i.e. anonymized cellular and/or GPS data) collected at the site. This new data will provide a picture of current travel patterns to and



from the Village that can be used to compare and make adjustments, as needed, to the trip distribution applied for the center in the General Plan EIR.

We will then assign the vehicle trips generated by the Project to the study intersections and freeway segments to develop intersection turning movement volumes and freeway segment volumes for the Existing Plus Project scenario. PM peak hour intersection level of service for this scenario will then be determined using Synchro and SimTraffic, while freeway segment level of service will be determined using the HCM 2000 methodology. We will also conduct a queuing analysis at up to three study intersections, with the locations to be determined in consultation with Town staff.

Fehr & Peers will conduct an intersection and freeway segment impact assessment by comparing the Existing Plus Project conditions to the Existing conditions. The identification of impacts will be determined by comparing the results to the Town's Significance Criteria, as presented in the 2009 Corte Madera General Plan (General Plan). If necessary, we will identify mitigation measures for any new significant impacts and discuss feasibility and implementation factors. We will also identify secondary impacts of mitigation measures, if applicable.

Finally, a qualitative discussion regarding the Proposed Project's effects on pedestrian, bicycle, and transit facilities will be included. This discussion will focus on routes, connections, and capacity of facilities.

Fehr & Peers will review the proposed site plan for the Project. We will provide comments and recommendations, where appropriate, for improvements to circulation efficiency, parking space dimensions, and potential safety conflicts between autos and other modes, such as bicycles and pedestrians. Our recommendations will include modifications to the site layout, taking into account vehicle circulation needs, as well as accommodation of ADA-compliant parking spaces.

#### *School Period Analysis*

In addition to the weekday PM peak period, we will prepare a focused, intersection-level analysis of Plus Project conditions (Existing Plus Project and Cumulative Plus Project) during the weekday afternoon school dismissal period (i.e., peak hour between 2:00-4:00 pm) at the three intersections along the Tamal Vista corridor (Tamal Vista/Fifer, Tamal Vista/Wornum, and Wornum/Nellen). These study intersections are located in a residential area that is also close to Redwood High School, so traffic conditions may be more congested during the afternoon school dismissal period than during the typical PM peak period (i.e., 4:00-6:00 pm). Project trips would be estimated using the empirical



trip generation method, while the trip distribution would be the same as applied for the PM peak period. The identification of impacts and potential mitigation measures would follow the same methodology as discussed in Task 3, above.

#### **Task 4 Cumulative Conditions**

We will utilize the Cumulative PM peak hour traffic forecasts based on the Corte Madera General Plan EIR Transportation Analysis (PM peak hour). These forecasts will be revised to reflect updates to the trip generation rates for retail land uses based on either the current edition of the ITE Manual or empirical data from the Village (as discussed above). These forecasts include the full expansion at the Village to levels permitted under the General Plan, which would include a total expansion of 185,000 square feet of retail space (of which the Project would contribute 53,000 square feet) plus 300 dwelling units, which would result in a final buildout size of 600,000 square feet. This will serve as the Cumulative Plus Project scenario because the Proposed Project is consistent with land use assumptions in the General Plan.

PM peak hour intersection level of service for this scenario will be determined using Synchro and SimTraffic, while freeway segment level of service will be determined using the HCM 2000 methodology. We will also conduct a queuing analysis at up to three study intersections, with the locations to be determined in consultation with Town staff.

Fehr & Peers will conduct an intersection and freeway segment impact assessment by comparing the results to the Town's Significance Criteria, as presented in the 2009 Corte Madera General Plan (General Plan). Since the General Plan EIR previously identified impacts and mitigation measures triggered by growth at the Village, we will compare the significant impacts identified by the revised forecasts to those identified in the General Plan EIR. If necessary, we will identify mitigation measures for any new significant impacts and discuss feasibility and implementation factors. Since the Proposed Project is consistent with the land use assumptions in the General Plan, we will determine the proposed project's fair share contribution to mitigation measures that are the sole responsibility of the Village at Corte Madera, and discuss feasibility and implementation factors. We will also identify secondary impacts of mitigation measures, if applicable.

Finally, a qualitative discussion regarding the Proposed Project's effects on pedestrian, bicycle, and transit facilities will be included. This discussion will focus on routes, connections, and capacity of facilities.



### **Task 5 VMT Analysis**

Fehr & Peers will prepare an estimate for project VMT. The VMT estimate will represent typical weekday conditions and will be used to inform the greenhouse gas and energy analysis portions of the EIR.

We assume that market data on employee and customer locations will be provided by the project applicant, which will be used to estimate average trip lengths. If these data are not available, we can select from other existing data sources such as the regional model (from the Metropolitan Transportation Commission) or California Household Travel Survey or prepare a separate proposal to collect this data using a "Big Data" location analytics company such as StreetLight.

Fehr & Peers will incorporate the VMT analysis into the TIS report, which will include a description of the methodology used for calculating VMT, the data sources used to estimate average vehicle trip length by trip purpose, and a summary of the results.

### **Task 6 Preparation of TIS Report and Meetings**

Fehr & Peers will document Tasks 2-5 in a Draft Traffic Impact Study report summarizing the analysis and submit this to GHD for review. After responding to one round of consolidated comments from GHD, we will prepare a second draft report to submit to the Town for review. This task assumes up to 48 hours of staff time to respond to comments from GHD and Town staff on the Draft Traffic Impact Study, which we will use to prepare a Final Traffic Impact Study for public review. We have also assumed 16 hours of time to respond to community comments.

This task also assumes that Fehr & Peers staff will attend three in-person meetings with Town staff, two hearings, and up to five team conference calls for this project. We are available to attend additional meetings or calls on a time-and materials basis if requested.

### **Fee**

The original fee estimate for this phase of work was \$50,665. Based on the revised scope of work, we can complete the tasks as outlined above for a fee of \$79,175, which represents an increase of \$28,510 from the original estimate. This revised budget includes the analysis of four additional study intersections for the weekday PM peak hour as well as a focused assessment of three new intersections during the weekday afternoon school peak (i.e., peak hour between 2:00-4:00 pm).

We are looking forward to working on this project with you.

Phil Boyle  
January 22, 2016  
Page 8 of 8



Sincerely,

FEHR & PEERS

A handwritten signature in blue ink that reads "Bob Grandy". The signature is written in a cursive style.

Bob Grandy, PE  
Principal

CC:  
Pat Collins  
Kristine Gaspar

**Detailed Budget**  
**Village at Corte Madera Transportation Impact Analysis, Phase 2**

Task	Principal in Charge	Project Manager	Project Engineer	Graphics	Support	Labor	Direct Costs	Total
	Grandy	Crane	Lisska	Clarke	Owens			
<i>Hourly Billing Rate :</i>	\$315	\$130	\$140	\$115	\$115			
<b>PHASE 2</b>								
Task 1: Data Collection		4	6		1	\$1,475	\$2,100	\$3,575
Task 2: Existing Conditions Analysis	2	8	40		6	\$7,960	\$600	\$8,560
Task 3: Existing Plus Project Conditions	4	8	40		7	\$8,705	\$2,100	\$10,805
Task 4: Cumulative Conditions	2	12	60		9	\$11,625	\$800	\$12,425
Task 5: VMT Analysis	6	15	30	4	7	\$9,305	\$700	\$10,005
Task 6: Preparation of TIS Report and Meetings	36	65	54	16	21	\$31,605	\$2,200	\$33,805
<b>TOTAL</b>	<b>50</b>	<b>112</b>	<b>230</b>	<b>20</b>	<b>51</b>	<b>\$70,675</b>	<b>\$8,500</b>	<b>\$79,175</b>

Includes \$2,000 for intersection counts  
 Includes \$1,500 for Big Data analytics firm

This material has been reviewed  
by the Town Manager:



CORTE MADERA TOWN COUNCIL  
STAFF REPORT

Report Date: January 28, 2016  
Meeting Date: February 2, 2016

**TO:** TOWN MANAGER, MAYOR AND TOWN COUNCIL

**FROM:** REBECCA VAUGHN, TOWN CLERK

**SUBJECT:** CONSIDERATION AND POSSIBLE DIRECTION TO APPROVE UTILIZATION OF PEG FUNDS FOR PURCHASE OF VIDEO EQUIPMENT FOR TOWN COUNCIL CHAMBERS FOR BROADCASTING AND WEBCASTING OF TOWN COUNCIL MEETINGS AND TO WORK WITH THE COMMUNITY MEDIA CENTER OF MARIN REGARDING SETUP, INSTALLATION AND VIDEO PRODUCTION SERVICES

\*\*\*\*\*

**STAFF RECOMMENDATION:**

Direct staff to work with the Community Media Center of Marin (CMCM) to utilize PEG (Public, Educational or Government Access) Funds for purchase and installation of video equipment hardware for the Town Council Chambers, and provision of video production services.

**OPTIONS:**

1. Direct staff to work with the Community Media Center of Marin (CMCM) for installation of cameras and other hardware, and provision of video production services.
2. Direct staff to purchase and install a single camera and recording computer which would upload video content for public viewing on demand.
3. Reject both options and provide other direction to staff

**TOWN MANAGER'S RECOMMENDATION:**

Support staff's recommendation.

**FISCAL IMPACTS:**

Should the Town Council choose to direct staff to work with CMCM for video services, the ongoing cost for video production services, provided to the Town at a rate of \$75 per hour, is approximately \$10,000 to \$12,000 per year, which is the average cost for agencies that have bi-monthly Council meetings. This cost would increase should the Town request videography of Planning Commission meetings as well. A supplemental appropriation and a Contract for

Production Services would be brought back to the Town Council for consideration at a later date.

There are no set up costs involved with this proposal, as PEG (public, educational, or government access) funds will be used by CMCM to cover the cost of the hardware installation. All MTA members can have equipment and installation costs covered by CMCM under an agreement with the Marin Telecommunications Agency that earmarks a special PEG fund for this purpose. The only startup cost the Town would incur would be a minor electrical outlet upgrade costing approximately \$325.

Should the Town Council direct staff to purchase a single camera and handle the streaming and archive of video in-house, the cost is estimated at approximately \$2,825 plus applicable taxes, broken out as follows:

1. Video camera - \$1800 + tax
2. Recording computer - compact/mini version for mounting - \$700 + tax
3. Upgrade to Add an Additional Electrical outlet - \$325

Video hosting can be done through YouTube, however, should a dedicated hosting service be required, an additional cost of \$60 to \$120 annually would be incurred.

Costs for either option could be offset by transferring our current “quasi-verbatim” approach to minutes to implement an “action” minute format with video archives of the meetings available for viewing. The General Fund expended \$12,763.57 in fiscal year 2014-2015 for the production of the current Town Council minute format. Should the Town choose to switch the Planning Commission to action minutes, as well, the Town could realize additional annual savings.

## **BACKGROUND:**

The Town Council directed staff to explore options regarding providing video access to public meetings. The intent is to increase transparency and allow for the engagement of local residents who might not otherwise have the opportunity to participate in civic activities.

Staff researched two options:

1. Working with CMCM to install cameras and other hardware in the Town Council Chambers, and provide video production services.
2. Order and install a single camera and recording computer in the Town Council Chambers and maintain an archive of video on demand in-house.

## **Option 1**

Working with CMCM, provides the Town with the most professional, reliable and easily accessible video and audio results. CMCM is recommending installation of three cameras as noted in the diagram on page three of CMCM’s proposal provided as Attachment 1 to this report. An additional feed from the computer would allow any presentations projected to also be viewable to the cable and streaming audience. CMCM would also cover the cost of installing a counter workspace and equipment cabinet in our existing storage closet.

As noted above, this expenditure would be covered with PEG (public, educational, or government access) funds through the telecommunications franchise agreements administered by the Marin Telecommunications Agency (MTA). CMCM trains and provides experienced staff to operate the video switching console and transmission equipment at a cost of \$75 per hour to MTA members, with a minimum 2 hour charge per meeting. The video equipment can be set up in a manner that allows Town staff to operate the broadcast from a control panel. This would eliminate the need for and cost of a camera person, however that would result in extra responsibility and distraction for the staff running the meeting.

The benefits to selecting Option 1 include: Professional videography with full coverage of the Chambers, the dais and any speakers, ease of transition for staff, limited impact to Town Staff, meetings are guaranteed to air twice on Government Channel 27 or 30, live streaming of video over the internet, and ease of access for video and audio on demand. This option gives the public the greatest options for access to Town Council meetings.

There are few drawbacks to this option. The only limitation is that live cablecasting of meetings is subject to channel availability. CMCM cannot guarantee that our meetings will broadcast live over cable, as that is subject to scheduling factors, with County meetings having priority over municipal meetings. In addition, several other Cities/Towns have meetings on Tuesday evenings. CMCM can guarantee that each Town Council meeting will air at least twice through replays. Meetings will be live-streamed regardless of whether or not it is carried live over cable. CMCM may be allocated an additional channel in the future which would open up more options for live cable broadcast.

If the Town were to hold a meeting at the Community Center, CMCM could provide staff to film the meeting. The Town would pay a higher rate for this service, since field production work would be required. The additional production service rates are noted on page 5 of the proposal. Additionally, other Town Boards and Commissions could choose to pay to have their meetings filmed, or elect to continue utilizing the existing audio recording equipment.

The time requirement for Town staff would be minimal, as a trained CMCM operator would be present at each meeting. Staff would be responsible for indexing the resulting video on YouTube, or other hosting service, and that process would take no more than a half hour per meeting.

If Option 1 is selected, a Production Services Contract with CMCM would be brought back to the Town Council for approval at a later date.

## **Option 2**

Purchasing a camera and recording computer, with set up done in-house, would provide for a faster start up and could be installed and ready to go within two weeks. The Town's IT consultant, Michael Dang, has researched camera and installation options and has recommended equipment that will work well when corner-mounted in our Council Chambers to maximize the viewing angle. The camera could be connected to a monitor at the Town Clerk's desk in order to pan and zoom in on various speakers, but for continuity and ease of use, the camera would likely work best when left in place.

The benefits to selecting Option 2 are mainly the ease and speed with which staff could begin offering video on demand to the public. The startup cost is low, and ongoing costs would be

minimal, as staff would likely upload the videos to YouTube. Also, other Town Boards and Commissions could use the camera to record their meetings for no additional charge.

There are several drawbacks to Option 2. Although the camera would provide a high-quality video, it would not appear professionally produced, and the sound quality would not be as good as a professionally produced video. Live or delayed broadcasting over cable would not be an option. Live streaming over the internet may be possible but staff cannot determine the speed or quality of the streaming capability prior to installation.

If the Town were to hold a meeting at the Community Center, staff would have limited options for recording the meeting. Parks and Recreation staff would be available to run the soundboard and capture audio recording, but video recording would not be possible at this time.

The time impact to staff would be greater under Option 2. An extra half hour prior to meetings would be necessary to start up and test equipment, and the probability of user error is greater with a staff-run camera. The same amount of staff time would be required post-meeting with either option, since staff will need to index the final product to make the various parts of the meeting easily accessible for the viewer.

### **Survey of Local Municipalities**

Currently the following Cities/Towns in Marin offer videos of their Council meetings:

1. Town of Fairfax - Audio and video available on website
2. City of Larkspur - Video available on website
3. City of Mill Valley - Audio and video available on website
4. City of Novato - Audio and video available on website
5. Town of San Anselmo - Video available on website
6. City of San Rafael - Audio and video available on website
7. City of Sausalito - Audio and video available on website

The following Cities/Towns do not currently offer videos of their Council meetings:

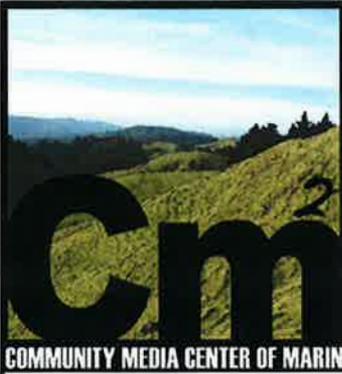
1. City of Belvedere
2. Town of Corte Madera
3. Town of Ross - Audio is available on website
4. Town of Tiburon

### **ATTACHMENTS:**

1. Community Media Center Of Marin Proposal For Video Services, Received January 27, 2016
2. Examples of City of Larkspur and Town of Fairfax Council Meetings Available on YouTube

**ATTACHMENT 1**

**COMMUNITY MEDIA CENTER OF MARIN PROPOSAL  
FOR VIDEO SERVICES, RECEIVED JANUARY 27, 2016**



## Video Proposal

Corte Madera

*January 2016*

Michael Eisenmenger

*Executive Director*

- 1 - Equipment Considerations
- 3 - Equipment Locations
- 4 - Costs and Services
- 5 - Additional services



CMCM Is pleased to submit this proposal to Corte Madera for the purposes of video acquisition for the cablecast/webcast of Council and other meetings. This document outlines details and includes costs.

## **Video Equipment**

### **Camera Placement**

We have attached a diagram showing suggested robotic camera placements. The camera positions can be altered somewhat but their location is intended to ensure that council members/staff and public speakers within the current seating arrangement can be seen without obstacles.

We typically install four cameras at a wall height of approx 7', given the Corte Madera chamber arrangement, we believe three cameras could also suffice. The cameras are intended to take in as much of the room and seating arrangement as possible. The goal is to ensure that the person speaking is always visible on camera, wherever they are in the room. CMCM will also take a feed from the computer feeding the projection system so that Powerpoint presentations can be seen as clearly as possible on the web and on TV.

### **Video Console**

The video switching equipment or console can be best located in the storage closet in the back of the room. A 36-42 inch counter would be needed for a workspace as well as a chair and equipment cabinet located below the counter, this would occupy less than half the existing space of the closet. The video console typically includes a video switcher with a camera controller, encoders for web streaming and cablecasting and a recording device. There are also various distribution amplifiers and other control equipment. Power requirements are minor, an available 15A circuit easily accommodates the power needs of this equipment. All wiring would be pulled through the drop ceiling in the chamber and through the wall to the closet. Additional cabling would be pulled from the built-in audio system to acquire audio and projector output. Additional cable pulls to supply video feeds to adjacent rooms are also possible.

### **Cable Path**

As noted above, cameras would be wall mounted, and the most unobtrusive cable path would be through the drop ceiling, CMCM contracts with a licensed electrical contractor for the cable pulls to ensure it is certified and installed to code. The use of exposed raceway will be avoided if at all possible. The majority of cable would be cat5e with additional runs of coax.



### **Lighting considerations**

The existing overhead lighting should suffice as cameras are selected for their low light capabilities. We do advise that lighting not be completely dimmed during presentation projections to allow for adequate lighting for speakers. There may need to be some consideration to using shades on the windows should excessive daylight pose exposure problems during daytime hours. This is best determined once equipment is in place.

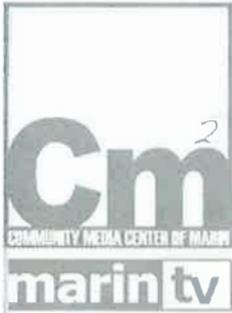
### **Video Format Options (SD and HD)**

CMCM has primarily been providing standard definition (SD) video installations to the cities we work with. However, HD equipment costs for this type of conference equipment has been dropping and we would recommend a high definition installation. This may also make use of the chamber by other organizations more attractive, perhaps even for rentals.

### **Live Cablecasting**

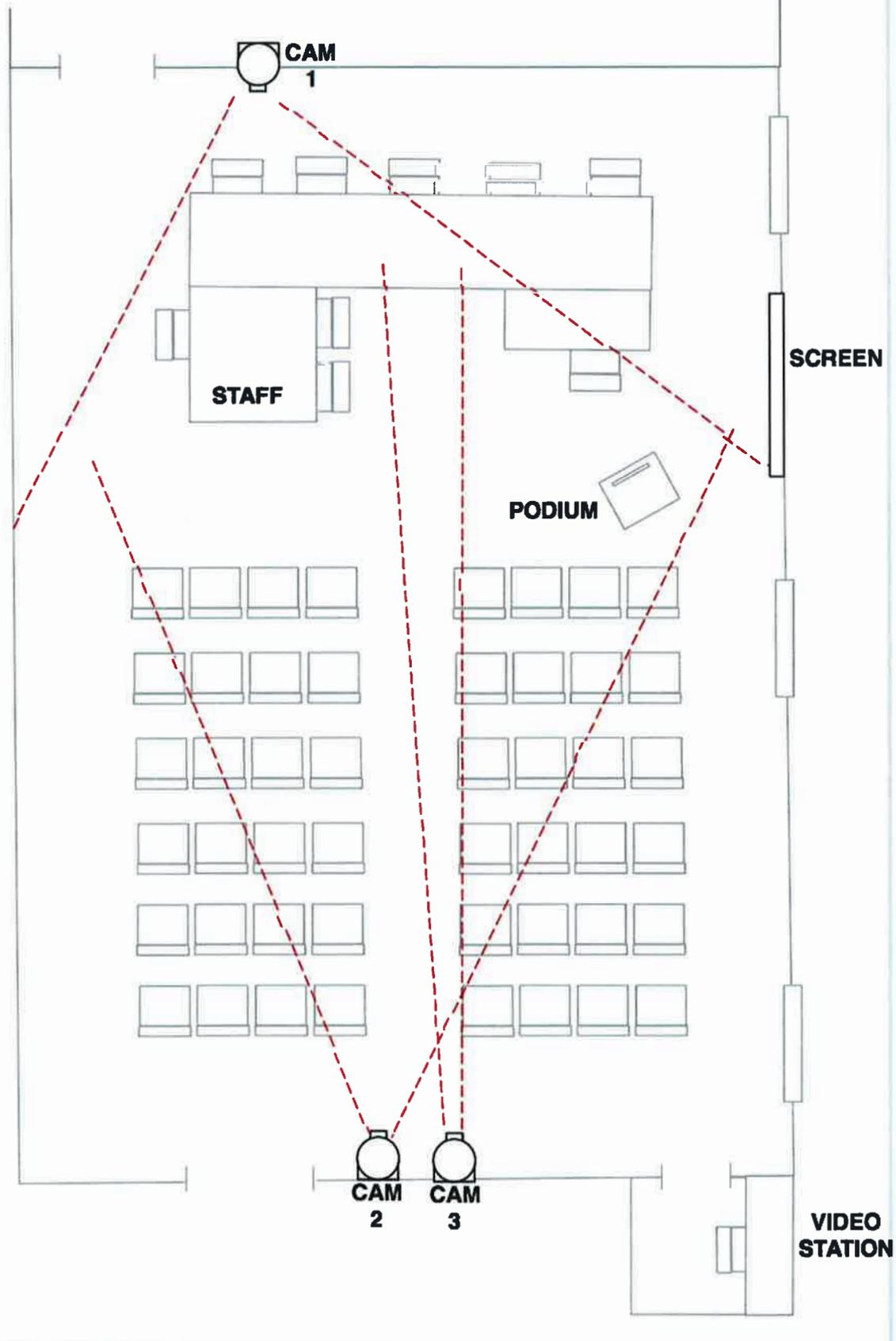
Live cablecasting can be made possible via the iNet (Midas) or other existing high bandwidth connections. A vBrick video encoder would be located at Corte Madera which sends the video in data form to a decoder at CMCM. CMCM could then schedule and program the meetings live on the Government Channel (27 or 30) which simultaneously streams live on the web. Availability for live cablecasts is subject to scheduling factors, not all meetings can be carried live and may be replayed at a later date. At present, Corte Madera is not on the iNet (Midas) network, but testing can be performed to see if the current internet connectivity would suffice for live cablecasts. By contrast, a live webcast on the internet presents no problem.

The amount of dedicated bandwidth necessary for broadcast quality video ranges from 5-8 Mb (by contrast only 1000 Kb is necessary for internet video streaming). We do recommend at minimum the inclusion of live web-casting capability which may be useful to board members unable to attend the meetings in person as well as for local residents.



### Corte Madera Council Chambers (scale approximate)

3





**CMCM Equipment and Installation - No charge to MTA members**

Below is an estimate for a High Definition setup, including CMCM and contractor installation costs. This also includes the equipment needed for live cablecasting and web-casting. At present, all MTA members can have the equipment and installation costs covered by CMCM under an agreement with the MTA that earmarks a special PEG fund for this purpose. Not included are ongoing production services costs to provide a CMCM operator and staff support for meeting coverage. Ongoing maintenance, repair and/or future upgrades are also not included at present.

**High Definition Installation - Four robotic camera with video switcher and encoders**

Qty	Manufacturer	Description
4	Vaddio	RoboSHOT 12 QUSB System Camera/Control
1	Vaddio	ProductionVIEW Precision Camera Control
1	BlackMagic	ATEM Switcher
1	BlackMagic	Recorder Hyperdeck 2
2	SanDisk	240GB Extreme Pro Solid State Drive
1		Cabling Installation
1		Mutiview monitor and Preview/Program monitor
1		Black Magic VGA and other adapters
1		Laptop Controller
1		Labor Equipment Installation and Testing
1		Video Stream Hardware - Vidui

**APPROX. TOTAL \$32,000**

**CMCM Production Services Charges**

CMCM has a team of experienced operators to operate the video switching and transmission equipment during meetings. Our rates are currently discounted for MTA members at \$75 hr. Pricing includes 1hr setup and a minimum 2hr charge for meetings. City meetings vary in frequency and duration, but on average we see annual costs of around \$10-12,000 for cities with frequent bi-weekly Council and/or Planning meetings, to less than \$6000 for cities with only monthly meetings. CMCM also has personal at our head end to ensure meetings are cablecast when scheduled (live and/or repeated) and to also provide redundant recording of most meetings. Rates for other types of production services are listed on the next page.

**Web Video Streaming and Archiving**

CMCM can provide for free web streaming via our broadcast streaming service and also provide video archiving of meetings via a custom youtube channel specific for city uses. See Larkspur or Fairfax for their video examples, in particular see Larkspur for their use of simple indexing of meetings by agenda item.

Some cities opt to contract for third party services such as Granicus for both live streaming and web archiving. Granicus offers a scope of services and offerings which can be useful to some cities in need of meeting management tools. Corte Madera would need to contract separately for these services and we'd encourage speaking to other cities who use these services first, both for estimates for cost and services. On average this can include 4-5K in startup equipment with monthly charges of \$500-800.



## CMCM Production Services – 2015 Rates

CMCM can provide trained staff to professionally produce programming of your non-commercial events for play on the cable channels and the web. Support CMCM by working with us and contracting our production services!

<b>Free Services</b>	Non-profit Rate	MTA Member Rate
<b>Program Playback on Channel</b>	free	
<b>Community Calendar</b>	free	
<b>Consultation for Field/Studio</b>	free	
<b>Organizational Membership</b>	\$25/35 year individuals \$75/\$150 organizations	
<b>Training/Class Fees</b>	Varies, see specific class information	
<b>Field Productions (off site)</b>		
<i>Single Camera Videotaping Includes operator, professional camera and mic, lights optional</i>	\$200 (up to 3 hours) \$350 (3-5 hours) \$450 (5-7 hours)	\$150 (up to 3 hours) \$262 (3-5 hours) \$337 (5-7 hours)
<b>3 Camera Switched Production in the Field</b> <i>Includes Video Switcher, 2-3 cameras, live or post-produced graphics, web copy and DVD</i>	\$800 (up to 3 hours) \$150 each additional hour	\$600 (up to 3 hours) \$112 each additional hour
<b>Live Web Streaming</b> <i>Add live web streaming to a field production. Requires an adequate internet connection. Streams viewable on cmcm.tv website</i>	\$100 per event	\$75 per event
<b>In-House Productions</b>		
<b>Studio Production</b> <i>Includes two CMCM crew members for technical production</i>	\$250 hour	\$187 hour
<b>Studio Show Producer</b> <i>Responsible for show production, crew coordination, graphics, etc.</i>	\$150 per 30-60 min program	\$112 per 30-60 min program
<b>Editing/Post Production/ Graphics</b>	\$75 hour	\$56 hour
<b>DVD Creation</b> <i>Includes DVD menus and cover</i>	\$75 per master \$10 per copy	\$56 per master \$7.50 per copy
<b>Tape Duplication</b> SVHS, DVD, DV, DVCAM, Beta	\$10 per program	\$7.50 per program

**ATTACHMENT 2:**

**Examples of City of Larkspur and Town of Fairfax  
Council Meetings Available on YouTube**

## City of Larkspur Example:

A link to the City's YouTube channel is embedded for live streaming during meetings and a link to video archives is provided. Following conclusion of the meeting, video is uploaded to YouTube and then indexed by the City Clerk the following morning to allow the viewer to access to individual agenda items without having to scan the entire video.



### Larkspur City Council Meeting; October 7, 2015



+ Add to Share ... More

46 views

Published on Oct 14, 2015  
Agenda (PDF download here <http://www.ci.larkspur.ca.us/166735>)  
00:45 Roll Call and Pledge of Allegiance  
03:19 Presentation: Ross Valley Sanitary District Capital Improvement Plan  
07:33 (this item was taken out of order) Consent Calendar  
19:00 City Manager's Oral Report  
29:29 Council members Reports and Comments  
45:40 Public Comment  
45:55 Business Items- Confirm Contribution to Mayors and City Council Members of Marin County (MCCMC) Community Homeless Fund  
55:45 Discussion of Twin Cities Disaster Preparedness Committee Position  
1:22:00 Discussion of Proposed Partnership Between the City and the Chamber of Commerce  
1:32:20 Adjourn meeting  
Category [Politics & Government](#)  
License [Standard YouTube License](#)

-  Larkspur City Council Meeting, October 7, 2015  
City of Larkspur  
32 views
-  Town Hall Meeting - Community Character Discussion - October 7, 2015  
City of Larkspur  
33 views
-  Larkspur City Council September 16, 2015  
City of Larkspur  
34 views
-  Larkspur City Council Meeting October 2015  
City of Larkspur  
33 views
-  Marin Women & Political Action Committee Candidate's Endorsements 1  
Copyright Video  
194 views

Town of Fairfax Example:

A link to the City's YouTube channel is embedded for live streaming during meetings and a link to video archives is provided. In this example, the video is not indexed. A link to the audio file is also provided.

**TOWN OF FAIRFAX**  
CALIFORNIA

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**TOWN COUNCIL**

**MEETING BROADCAST**

**MEETING ARCHIVE**

2016  
2015  
2014  
2013  
2012  
2011  
2010  
2009  
2008  
2007

**TOWN CODE**

**Town Council Meeting Archive 2016**

Month	Agenda	Packet	Minutes	Recordings
January:	<a href="#">January 13 Agenda</a> <a href="#">January 13 Special</a>	<a href="#">January 13 Regular</a> <a href="#">January 13 Packet</a>		Jan. 13: <a href="#">Audio</a>   <a href="#">Video</a>
February:				
March:				
April:				
May:				
June:				
July:				
August:				
September:				
October:				
November:				
December:				

**TOWN OF FAIRFAX**  
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**TOWN COUNCIL**

Overview  
Agenda and Packet  
Committee Assignments

**MEETING BROADCAST**

**MEETING ARCHIVE**

**TOWN CODE**

**Town Council Meeting -- January 13, 2016**

Fairfax Town Council January 13, 2016

The Fairfax Town Council Meeting will begin shortly

0:03 / 4:46:25

Full screen

Town of Fairfax 142 Bolinas Rd. Fairfax, California 94930 | Phone: (415) 953-1491 | Fax: (415) 953-1416  
Hours: 8:30 a.m. - 12:30 noon, 1:00 - 5:00 p.m. - Mondays through Fridays  
© 2016 - 2016 Town of Fairfax

Contact Us



CORTE MADERA TOWN COUNCIL  
STAFF REPORT

Report Date: January 28, 2016  
Meeting Date: February 2, 2016

TO: TOWN MANAGER, MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: REBECCA VAUGHN, TOWN CLERK

SUBJECT: RATIFY TOWN COUNCIL SUBCOMMITTEE RECOMMENDATION FOR APPOINTMENT OF NATHAN BLOMGREN TO THE PARKS AND RECREATION COMMISSION TO SERVE THE REMAINDER OF AN UNEXPIRED TERM ENDING ON JUNE 30, 2017

RECOMMENDATION:

That the Town Council ratify the recommendation of the Parks and Recreation Commission Subcommittee consisting of Councilmembers Condon and Lappert to appoint Nathan Blomgren to serve the remainder of the two-year term vacated by former Commissioner Hartley West. The term of the appointment will end on June 30, 2017.

BACKGROUND:

The Parks and Recreation Commission currently has one vacant seat due to Commissioner West's recent resignation. The term remaining for this seat ends on June 30, 2017. At the December 15, 2015 Town Council meeting, Council subcommittees were re-approved with two Councilmembers assigned to each Commission, Board or Committee, and Councilmembers Condon and Lappert were assigned to the Parks and Recreation Subcommittee.

Interviews were held on January 27, 2016, and the following four candidates were interviewed: Sarah Elsen, Charles Schumacher, Nathan Blomgren, Kim Noble-Baez

After careful consideration, the subcommittees recommend that the Town Council ratify their recommendations, as follows:

Appoint Nathan Blomgren to the Parks & Recreation Commission to serve the remainder of the two-year term vacated by former Commissioner West. The term of appointment will end June 30, 2017.

Attachments:

1. Applications received for Parks and Recreation Commission

7.VI

# SPECIAL MEETING NOTICE AND AGENDA



THE TOWN OF  
CORTE MADERA

MARIN COUNTY CALIFORNIA

[www.townofcortemadera.org](http://www.townofcortemadera.org)

## CORTE MADERA TOWN COUNCIL SUBCOMMITTEE

TOWN HALL COUNCIL CHAMBERS  
300 TAMALPAIS DRIVE

WEDNESDAY, JANUARY 27, 2016

5:30 P.M.

### 1. CALL TO ORDER / ROLL CALL

### 2. OPEN TIME FOR PUBLIC DISCUSSION

*Please confine your comments during this portion of the agenda to matters only on this agenda. Speakers will be limited to three (3) minutes unless otherwise specified by the Mayor or the Presiding Officer.*

*The public will be given an opportunity to speak on each agenda item at the time it is called. The Council may discuss and/or take action regarding any or all of the items listed below. Once the public comment portion of any item on this agenda has been closed by the Council, no further comment from the public will be permitted unless authorized by the Mayor or the council and if so authorized, said additional public comment shall be limited to the provision of information not previously provided to the Council or as otherwise limited by order of the Mayor or Council.*

### 3. INTERVIEWS OF PARKS & RECREATION COMMISSION APPLICANTS

*The Town Council Parks & Recreation Subcommittee, consisting of Councilmembers Condon and Lappert, will interview the following applicants for future recommendation to the Town Council to fill a vacant seat with a term expiring June 30, 2017:*

5:30 p.m. – 5:45 p.m.	Sarah Elsen
5:45 p.m. – 6:00 p.m.	Charles Schumacher
6:00 p.m. – 6:15 p.m.	Nathan Blomgren
6:15 p.m. – 6:30 p.m.	Kim Noble-Baez

### 4. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at 415-927-5086. For auxiliary aids or services or other reasonable accommodations to be provided by the Town at or before the meeting please notify the Town Clerk at least 3 business days (the Thursday before the meeting) in advance of the meeting date. If the town does not receive timely notification of your reasonable request, the town may not be able to make the necessary arrangements by the time of the meeting.

**TOWN OF CORTE MADERA**  
**APPLICATION**  
**FOR APPOINTMENT TO BOARDS, COMMISSIONS AND COMMITTEES**

**RECEIVED**

**OCT 29 2015**

**TOWN OF CORTE MADERA**

NAME: Sarah Elsen

DATE: Oct. 29, 2015

ADDRESS: (Home) 120 Baltimore Ave. \_\_\_\_\_

PHONE: 415-699-9287

Corte Madera, CA 94925 \_\_\_\_\_

ADDRESS: (Business) 23 Reed Blvd \_\_\_\_\_

PHONE: 415-888-2289

Mill Valley, CA 94941 \_\_\_\_\_

EMAIL ADDRESS: sbfullerpt@yahoo.com \_\_\_\_\_

BOARD, COMMITTEE OR COMMISSION DESIRED: Parks and Recreation \_\_\_\_\_

**STATEMENT OF INTEREST AND/OR QUALIFICATIONS:**

I am a mom of three young girls the oldest of which is 4. We live blocks from the Corte Madera Town Park and use the playground almost daily. As our girls get older and begin to attend Neil Cummins I look forward to being able to enjoy the many offerings of the Parks and Recreation Department. Having the opportunity to contribute to this department, which will benefit my family is very exciting to me. I enjoy how Corte Madera is a small town with a close-knit community and feel that this is one way that I can give my time to the town while helping shape the wide range of offerings that the Parks and Recreation Department has for the townspeople.

**STATEMENT REGARDING KNOWLEDGE OF CORTE MADERA AND ANY PAST OR PRESENT COMMUNITY INVOLVEMENT:**

I have lived in Southern Marin County since 2004 and in Corte Madera since 2009. My three children attend daycare and preschool in Corte Madera and my husband works for Tamalpais Unified High school District. I am also a member of the Corte Madera, Larkspur Mothers Club. I feel very connected to the town and am excited to invest further in the community.

**PERSONAL INFORMATION (How long have you lived in Corte Madera, family size, etc.)**

I have lived in Corte Madera since 2009 with my husband. Since moving here we have had three children and added an Au Pair from Sweden to our family for the next year.

If you are not selected at this time, may we keep your application on file for future consideration?

YES:  NO:

**MAIL OR DELIVER TO: Rebecca Vaughn, Town Clerk/300 Tamalpais Drive/Corte Madera 94925**  
**OR EMAIL TO: rvaughn@tcmmail.org**

**TOWN OF CORTE MADERA**  
**APPLICATION**  
**FOR APPOINTMENT TO BOARDS, COMMISSIONS AND COMMITTEES**

**RECEIVED**  
OCT 09 2015

**TOWN OF CORTE MADERA**

NAME: Nathan Blomgren

DATE: October 9, 2015

ADDRESS: (Home) 255 Corte Madera Ave

PHONE: 925-408-4889

Corte Madera, CA 94925

EMAIL ADDRESS: nathan.blomgren@gmail.com

BOARD, COMMITTEE OR COMMISSION DESIRED: Parks and Recreation Commission

**STATEMENT OF INTEREST AND/OR QUALIFICATIONS:**

I feel that I have technical, managerial, and interpersonal skills that would be valuable to the Parks and Recreation Commission. I am a hydrogeologist and California-registered Professional Geologist. I have nearly 20 years work experience managing geologic investigations and environmental remediation – nearly all of these projects involved multiple stakeholders, cost and schedule considerations, analysis of alternatives, and consensus-building.

**STATEMENT REGARDING KNOWLEDGE OF CORTE MADERA AND ANY PAST OR PRESENT COMMUNITY INVOLVEMENT:**

I grew up in Corte Madera and spent my entire childhood in Corte Madera parks and recreation facilities. I remain close with many of the families I knew growing up, and now that I am a father of a 3-year-old, I am getting to know the next generation of Corte Madera families. I enjoy learning about Corte Madera history, and I am keenly aware of Corte Madera's trajectory over the past 40 years. There are so many timeless qualities of lifestyle here, and yet so many changes afoot, many of which proceed so slowly that it takes a long view to notice them. On the Commission, I would hope to be a voice for the continuity of all the good things that Corte Madera has to offer, and a voice of inclusion for all the changing services that Parks and Recreation might pursue.

**PERSONAL INFORMATION (How long have you lived in Corte Madera, family size, etc.)**

I was born in San Francisco in 1972, and moved to east Corte Madera in 1976, just in time for the drought. I saw the community rally around water restrictions, and even wrote my college senior paper about the MMWD and community response to the drought. My parents still live in the house I grew up in. My mom is a retired public school teacher and my dad continues to be active supporting and photographing Marin prep sports. I live with my wife and 3-year-old daughter in a house above Menke Park that was built in 1905, and we are proud to inhabit this little slice of Corte Madera history.

If you are not selected at this time, may we keep your application on file for future consideration?

YES:  NO:

**MAIL OR DELIVER TO: Rebecca Vaughn, Town Clerk/300 Tamalpais Drive/Corte Madera 94925**  
**OR EMAIL TO: rvaughn@tcmmail.org**

**TOWN OF CORTE MADERA  
APPLICATION  
FOR APPOINTMENT TO BOARDS, COMMISSIONS AND COMMITTEES**

**RECEIVED  
OCT 30 2015**

**TOWN OF CORTE MADERA**

NAME: Charles B. Schumacher

DATE: 10/27/15

ADDRESS: (Home) 429 Oakdale Avenue

PHONE: 415-497-0642

Corte Madera, CA 94925

ADDRESS: (Business) \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL ADDRESS: cschumacher66@gmail.com

BOARD, COMMITTEE OR COMMISSION DESIRED: Parks and Recreation Commission

**STATEMENT OF INTEREST AND/OR QUALIFICATIONS:**

I have seen as a more diversified population has grown in the area, so have the demands on public land use. It's a tricky business to manage at best, but one I believe that should be as inclusive as possible. That said, after living in a diverse collection of cities (San Francisco, Seattle, Pittsburgh, PA, and Dallas), I have found that citizens must be held accountable to use restrictions, and self-enforcement is not a viable management tool.

My immediate qualifications are a year spent as the Building and Grounds Chair of our school's PTA in Dallas. I was called upon to lead coordination between the school faculty, parents, and community government services, related to establishing a recycling program at the school.

Before taking a long-term leave from working, in order to support our children, I have a twenty five plus year background in specialty and big box retail management.

**STATEMENT REGARDING KNOWLEDGE OF CORTE MADERA AND ANY PAST OR PRESENT COMMUNITY INVOLVEMENT:**

We are new to Corte Madera, and until our move here, my knowledge was limited to The Village shopping center, as it related to various past employers (Macys, Gap, and Nordstrom). I have extended family in San Anselmo, so we are quickly learning the area's interconnectivity.

PERSONAL INFORMATION (How long have you lived in Corte Madera, family size, etc.)

Our family of five, and two dogs, recently moved to the area from Dallas, TX. As a California native, this is a homecoming for sorts for me, at a time when I am able to contribute time and energy towards making my community a better place for all. My children attend Neil Cummins Elementary, and we all enjoy time spent in our area parks and urban trails.

If you are not selected at this time, may we keep your application on file for future consideration?

YES:  NO:

**MAIL OR DELIVER TO: Rebecca Vaughn, Town Clerk/300 Tamalpais Drive/Corte Madera 94925  
OR EMAIL TO: rvaughn@tcmmail.org**

**TOWN OF CORTE MADERA**  
**APPLICATION**  
**FOR APPOINTMENT TO BOARDS, COMMISSIONS AND COMMITTEES**

RECEIVED  
OCT 30 2015  
TOWN OF CORTE MADERA

NAME: Kim Noble Baez

DATE: 10/30/15

ADDRESS: (Home) 233 Prince Royal Drive, Corte Madera, CA  
94925

PHONE: 415 924 6222

Home (415) 924-6222 Office and Fax (415) 927-7667

ADDRESS: (Business) 233 Prince Royal Drive, Corte Madera, CA 94925 Office and Fax (415) 927-7667

PHONE: (415) 924-6222

EMAIL ADDRESS: noblequail@comcast.net

BOARD, COMMITTEE OR COMMISSION DESIRED: \_Parks and Rec

STATEMENT OF INTEREST AND/OR QUALIFICATIONS: See letter attached

STATEMENT REGARDING KNOWLEDGE OF CORTE MADERA AND ANY PAST OR PRESENT COMMUNITY INVOLVEMENT:

PERSONAL INFORMATION (How long have you lived in Corte Madera, family size, etc.)

If you are not selected at this time, may we keep your application on file for future consideration?

YES: X NO: \_\_\_\_\_

MAIL OR DELIVER TO: Rebecca Vaughn, Town Clerk/300 Tamalpais Drive/Corte Madera 94925  
OR EMAIL TO: rvaughn@tcmmail.org

RECEIVED

OCT 30 2015

TOWN OF CORTE MADERA

Kim Noble Baez  
233 Prince Royal Drive, Corte Madera, CA 94925  
Home (415) 924-6222 Office and Fax (415) 927-7667

10/28/15

I was a teenager when my Mom and I moved to Corte Madera in 1975. My Wife and I bought a home here in 2003. Our company has been doing business here since 1990.

I am or have been involved with:

The Town Park Master Plan Commission 2007

8 Years on the Parks and Recreation Commission including two years as chair-

Recruited three Youth Commissioners

Reconstruction of the Community Center Patio- with knowledge of all work performed

11 years driven a float in the 4<sup>th</sup> of July Parade

Oktoberfest- My Wife and I are significant volunteers

Corte Madera Beautification Committee-family involvement

Community Emergency Response Team CERT,

Marin Medical Reserve Corps-Logistics

Corte Madera Chamber of Commerce

Build it Green- promoting healthy, energy- and resource-efficient building practices

PEP Jobs- Helping persons with epilepsy and brain trauma find meaningful employment

-Through CPMC & Sutter Health-

As a Licensed General Contractor of 25 years, I bring an insight and knowledge of construction that has repeatedly been of value on the commission. I've reviewed construction plans and proposals then provided value engineering that has benefited the town. I also have a working knowledge of ADA requirements.

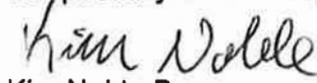
I have a copy of the plans and am familiar with the problems and potential of Higgins Landing. At a meeting last winter when it was briefly discussed most commissioners didn't even know the location, let alone its' history or amenities.

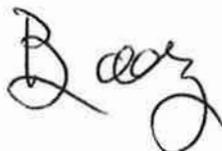
If Commissioner Fong is not able to make a meeting, there is no one on the commission that has more than three years experience. I have eight. My value to this commission has been repeatedly proven and is unsurpassed.

The history of the commission is that there have been senior members such as Kitty Prosser, 34 years, Joanie Vaughn 18 years, Mrs. Kreiger 28 years. The town has always valued experience on the commission. I would be the senior member. No one else who has applied is more qualified than I for this position. I look forward to serving again.

It's clear to me, that my last application was denied due to political interests related to Skunk Hollow Park. Not for the reasons given in the previous letter. I am requesting that My application and interview be reviewed by the entire Town Council.

Respectfully Submitted,

  
Kim Noble Baez





THE TOWN OF  
CORTE MADERA  
MARIN COUNTY CALIFORNIA

www.townofcortemadera.org

**DRAFT AGENDA**  
**PROPOSED ITEMS, AND ORDER, ARE SUBJECT TO CHANGE**

**CORTE MADERA TOWN COUNCIL  
AND SANITARY DISTRICT NO. 2 BOARD  
TOWN HALL COUNCIL CHAMBERS  
300 TAMALPAIS DRIVE**

**TUESDAY, FEBRUARY 16, 2016**

**7:30 P.M.**

- 1. CALL TO ORDER, SALUTE TO THE FLAG, ROLL CALL**
- 2. PRESENTATION:**
- 3. OPEN TIME FOR PUBLIC DISCUSSION**

*Please confine your comments during this portion of the agenda to matters not already on this agenda. Speakers will be limited to three (3) minutes unless otherwise specified by the Mayor or the Presiding Officer.*

*The public will be given an opportunity to speak on each agenda item at the time it is called. The Council may discuss and/or take action regarding any or all of the items listed below. Once the public comment portion of any item on this agenda has been closed by the Council, no further comment from the public will be permitted unless authorized by the Mayor or the council and if so authorized, said additional public comment shall be limited to the provision of information not previously provided to the Council or as otherwise limited by order of the Mayor or Council.*

**4. COUNCIL AND TOWN MANAGER REPORTS**

- Town Manager Report
- Director of Planning & Building Report on Tamal Vista East Corridor Study
- Council Reports

**5. CONSENT CALENDAR**

*The purpose of the Consent Calendar is to group items together which are routine or have been discussed previously and do not require further discussion. They will be approved by a single motion. Any member of the Town Council, Town Staff, or the Public may request removal of an item for discussion. Rescheduling of the item(s) will be at the discretion of the Mayor and Town Council.*

5.I Waive Further Reading and Authorize Introduction and/or Adoption of Ordinances by Title Only. (Standard procedural action – no backup information provided)

5.III Approve Warrants and Payroll for the Period 1/28/16 through 2/10/16:

Warrant Check Numbers \_\_\_\_\_ through \_\_\_\_\_, Payroll Check Numbers \_\_\_\_\_ through \_\_\_\_\_, Payroll Direct Deposit Numbers \_\_\_\_\_ through \_\_\_\_\_, Payroll Wire Transfer Numbers \_\_\_\_\_ through \_\_\_\_\_, and Wire Transfer of \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Report from George T. Warman, Jr., Director of Administrative Services/Town Treasurer

**6. PUBLIC HEARINGS: None**

**7. BUSINESS ITEMS**

- 7.I Consideration and Possible Action to Approve Climate Action Plan  
(Report from Phil Boyle, Senior Planner)
- 7.II Review of Draft March 1, 2016 Town Council Agenda
- 7.III Approval of Minutes of February 2, 2016 Town Council Meeting

**8. ADJOURNMENT**

TOWN COUNCIL STAFF REPORTS ARE USUALLY AVAILABLE BY 5:00 P.M., FRIDAY PRIOR TO THE COUNCIL MEETING, AND MAY BE OBTAINED AT THE CORTE MADERA TOWN HALL, OR BY CALLING 927-5050. AGENDA ITEMS ARE AVAILABLE FOR REVIEW AT CORTE MADERA LIBRARY, FIRE STATION 13 (5600 PARADISE DRIVE) AND THE TOWN HALL. IF YOU CHALLENGE THE ACTION OF THE TOWN COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS AGENDA, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE TOWN CLERK, AT OR PRIOR TO THE PUBLIC HEARING.

Any member of the public may request placement of an item on the agenda by submitting a request to the Town Clerk. The public is encouraged to contact the Town Manager at 415-927-5050 for assistance on any item between Council meetings.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at 415-927-5086. For auxiliary aids or services or other reasonable accommodations to be provided by the Town at or before the meeting please notify the Town Clerk at least 3 business days (the Thursday before the meeting) in advance of the meeting date. If the town does not receive timely notification of your reasonable request, the town may not be able to make the necessary arrangements by the time of the meeting.

1 DRAFT

2  
3 MINUTES OF JANUARY 19, 2016

4  
5 REGULAR MEETING  
6 OF THE  
7 CORTE MADERA TOWN COUNCIL  
8

9 Mayor Bailey called the Regular Meeting to order in the Town Hall of the Town of Corte  
10 Madera on January 19, 2016 at 7:31 p.m.

11  
12 **1. ROLL CALL:**

13  
14 Councilmembers Present: Mayor Bailey, Vice Mayor Furst and Councilmembers Andrews,  
15 Condon and Lappert

16  
17 Councilmembers Absent: None

18  
19 Staff Present: Town Manager/Town Engineer David Bracken  
20 Director of Administrative Services/Town Treasurer George T.  
21 Warman, Jr.  
22 Town Attorney Randy Riddle  
23 Director of Planning and Building Adam Wolff  
24 Director of Recreation and Leisure Services Mario Fiorentini  
25 Senior Planner Phil Boyle  
26 Associate Civil Engineer Kelly Crowe  
27 Corporal Jenna McVeigh, CMPA  
28 Town Clerk/Assistant to the Town Manager Rebecca Vaughn  
29

30 **SALUTE TO THE FLAG:** Mayor Bailey led in the Pledge of Allegiance.

31  
32 **2. PRESENTATIONS**

33 2.I. Presentation to Hartley West for Service to the Parks and Recreation  
34 Commission  
35

36 Mayor Bailey, on behalf of the Town Council, presented Hartley West with a plaque  
37 recognizing her hard work, dedication and commitment while serving as a Parks and  
38 Recreation Commissioner for the Town of Corte Madera. A round of applause followed, and  
39 Ms. West thanked the Town Council.  
40

41 2.II. Presentation of Proclamation Honoring the Town of Corte Madera on the  
42 Occasion of its 100<sup>th</sup> Anniversary of Incorporation.  
43

44 Mayor Bailey stated this honor is part of a series of commendations the Town is hoping to  
45 receive, and the Centennial Committee is working on planning for the occasion. He asked  
46 that Councilmembers individually read aloud portions of the Proclamation into the record.

1  
2 MOTION: Moved by Lappert, seconded by Furst, and approved unanimously by the  
3 following vote: 5-0 (Ayes: Andrews, Condon, Furst, Lappert and Bailey; Noes:  
4 None).

5  
6 To approve the Proclamation Honoring the Town of Corte Madera on the  
7 Occasion of its 100<sup>th</sup> Anniversary of Incorporation  
8

9 **3. OPEN TIME FOR PUBLIC DISCUSSION**

10  
11 PATTY STOLIAR, Casa Buena Drive, announced that Corte Madera is the first to receive the  
12 grant created by the Marin Community Foundation and the County of Marin to encourage  
13 all jurisdictions in Marin to become age-friendly. Age-Friendly Corte Madera is excited to  
14 receive this grant and for being recognized by the World Health Organization.  
15

16 Ms. Stoliar also discussed her call and the immediate response by the Town after she  
17 requested a traffic cone be placed in the area of a pothole.  
18

19 BOB BUNDY, Golden Hind Passage, stated that on behalf of the Lions Club who hosted the  
20 New Year's Eve Party and kick-off for 2016, he appreciated the support of the Town  
21 Council. He clarified for the record that he asked Restoration Hardware to support the  
22 event in part so costs could be kept down. He thanked Councilmember Lappert for also  
23 sponsoring the event and other businesses which provided financial benefit, as well.  
24

25 KAREN GERBOSI, Parkview Circle, referred to an article in the Marin IJ and messages to the  
26 Town Council regarding the theater being sold and replaced with another business. She  
27 asked that the Town Council not involve themselves in the theater, as it is a commercial  
28 enterprise. The theater was not viable and the owners chose to sell it. She said she would  
29 personally like a stationary store, drive-through restaurant, or something else and this is  
30 something the Town should not involve itself in.  
31

32 DAVID LITWIN, Larkspur, countered the statements of Ms. Gerbosi, stating there are untold  
33 numbers of County residents who think the theater is a cultural and civic treasure. It is the  
34 only theater of its kind in the Bay Area and he noted George Lucas funded it to ensure that  
35 such a venue would be available to the community.  
36

37 **4. COUNCIL AND TOWN MANAGER REPORTS**

38  
39 - Town Manager Report:

40  
41 Town Manager Bracken gave the following report:  
42

- 1 • During high tides and heavy rains, the Town has held up well; however, there was  
2 ponding in Mariner Cove, the worst being on Golden Hind at Ebb Tide Passage which  
3 the Town will need to address in future budgets.
- 4 • There were electrical problems with the controller at San Clemente Gate but Town  
5 officials are still able to operate the gate manually.
- 6 • He met with the Managers of Tiburon and Belvedere last week and received an  
7 update on the Yellow Bus Challenge. Apparently the program has been successful in  
8 reducing traffic congestion. They are now considering different ways to continue  
9 and fund the program in the future.
- 10 • Larkspur City Manager Dan Schwarz and he met with Jim Irving to continue  
11 discussions on sharing fire services. They mainly discussed the financial  
12 implications of different scenarios of sharing a Chief, Battalion Chiefs, and/or full  
13 consolidation of the two departments. The next step will be to have the two  
14 subcommittees meet and ask that Mr. Irving present the study which would then  
15 come before the individual Councils. They expect this to occur at the beginning of  
16 April.
- 17 • He referred to the Marin IJ article regarding the sale of the movie theater site. He  
18 told the reporter that he thought a furniture store would be a good fit, but they  
19 failed to indicate that it would be a good fit based on the current zoning in that area.  
20 As to what he thought the best fit would be, he indicated this would come once the  
21 Corridor study is complete, which they also failed to include in the article.
- 22 • From Parks & Recreation, a successful Spaghetti Bingo was held last Friday where  
23 85 people attended. The Daddy/Daughter Dinner Dance to be held on April 22<sup>nd</sup> was  
24 sold out by 9AM.
- 25 • From the Engineering Division, a Zero Waste Implementation Plan meeting will be  
26 held January 21<sup>st</sup> focusing on organic waste hauling requirements for commercial  
27 businesses. Requirements begin April 1<sup>st</sup> and phase through 2019. Businesses that  
28 generate more than 8 cubic yards of waste will be under the program, which include  
29 the Cheesecake Factory, Il Fornaio, and PF Chang's.

30  
31 Mayor Bailey stated he had asked the Planning Director to provide an update on the Tamal  
32 Vista East Corridor Study.

33  
34 Director of Planning and Building Adam Wolff provided the following update:  
35

- 36 • The Town kicked off the Corridor Study in November to address the moratorium  
37 implemented in October 2014 with a community-wide meeting held at the  
38 Community Center.
- 39 • The Town held a meeting on December 19, 2015 during the busiest time of the year  
40 in terms of shopping and put up posters in front of Blue Barn and held a  
41 question/answer session at length with several people. This was done in  
42 conjunction with the consultant team, Metropolitan Planning Group that has helped  
43 compile summaries of those meetings which are posted on the Town's website.

- 1       • This month the Town has been meeting with stakeholders, property owners, the  
2 Chamber of Commerce, the Beautification Committee, and outreach meetings will  
3 continue with the next larger community workshop scheduled for March which will  
4 get into the next phase of the study where policies and guidelines on specific land  
5 use regulations and types of uses the Town wants to see on that corridor will be  
6 discussed. Staff will then return to the Planning Commission and the Town Council  
7 for workshops as well.  
8

9 Mayor Bailey asked if staff was on track for having a proposal for consideration before the  
10 moratorium expires next fall. Mr. Wolff said the report will be done in June/July 2016  
11 which will identify next steps and staff will then work to amend the zoning code according  
12 to the outcome.

13  
14       - Council Reports

15  
16 Councilmember Lappert had no report due to cancellation of meetings.  
17

18• Vice Mayor Furst gave the following report:  
19

- 20       • She attended TAM's Executive Committee meeting. Corte Madera is not currently in  
21 compliance with MTC's Complete Streets requirements. The Town adopted its  
22 Complete Streets policies years ago, but MTC has changed their requirements. The  
23 Town will therefore need to include some new language before the unannounced  
24 deadline. For once, Corte Madera may have a change to receive funding through  
25 OBAG 2 which is part of Plan Bay Area.  
26       • The new OBAG 2 grant will take into consideration anti-displacement policies. As  
27 background, when the Planning Commission denied Bay Rock's application for  
28 condominiums on Casa Buena, much of what they cited was language in the Town's  
29 Housing Element and General Plan regarding anti-displacement and related issues.  
30       • On TAM's website is a lot of information about the Fairfax/San Rafael Corridor  
31 Transit Study. Bus service was reviewed to get people from San Anselmo and Fairfax  
32 to downtown San Rafael to meet up with the Smart Train. It is an attempt to look  
33 carefully at east/west connectivity to encourage ridership on the train.  
34       • She attended the Central Marin Sanitation Agency (CMSA) Board meeting. CMSA  
35 tracks inflow to the water treatment plant in total and also by agency. It spikes with  
36 wet weather because there are cracks in various sewer mains and laterals which  
37 causes inflow and infiltration (I&I) where rain water can percolate and enter  
38 sewers. This overwhelms CMSA and they had to expand the plant a few years ago.  
39 She presented a graph showing inflow from December 21<sup>st</sup> and the various agencies'  
40 flows. The Town has always prided itself on the condition of its pipes and she noted  
41 that the Town's peak is essentially the same as all others or about 5 times the  
42 regular flow. She said on December 18<sup>th</sup>, the Town's flow was 1 million gallons/day.  
43 On December 21<sup>st</sup> it peaked at 5 million gallons/day.

1  
2 Mr. Bracken noted that the Town's peak has been reduced from 10 times to 5 times and  
3 more than any other agency part of CMSA. He pointed out that the Town has been dealing  
4 with I&I long before other agencies and has done more to reduce it than some agencies in  
5 CMSA and they continue. He commented that inflow is the surface water getting into the  
6 system mainly through the tops of manholes and infiltration is from groundwater getting  
7 into the system mainly from joints and pipes.

- 8  
9
- 10 • Vice Mayor Furst added that there are two bio-gas (methane) capture facilities at  
11 CMSA near Andersen Drive. Methane is burned and it runs generators, and this  
12 system provides about 95% of CMSA's entire energy needs. They also bring in food  
13 waste to boost the amount of gas they are able to produce.
  - 14 • She attended CMPA's Board meeting and the Board approved a new part-time Public  
15 Information Officer on a contractual basis, Margo Rohrbacher.

16 • Councilmember Condon gave the following report:  
17

- 18 • She attended the LAFCO meeting wherein Keene Simonds presented the first part of  
19 the water study. The consensus with the study was that additional storage facilities  
20 are needed to catch more water. One of LAFCO's roles is to make government more  
21 efficient which sometimes equals consolidation of sanitary districts. This issue  
22 might come up again and she has made it evident that the Town could not support  
23 consolidation and will keep the Council up to date.
- 24 • She also attended the CMPA Board meeting and she announced that the Board  
25 appointed Vice Mayor Furst as its Chair. The meeting included awards for life  
26 savings and an update on traffic sting operations.
- 27 • She attended the Chamber of Commerce Board meeting wherein various projects  
28 were highlighted. She commented on significant support of the Chamber of  
29 Commerce for various programs throughout Corte Madera and they are currently  
30 planning the State of the Town Luncheon and have secured March 30, 2016 as the  
31 date.
- 32 • The Centennial Committee is busy working. She reported there will be a slide show  
33 at the Library tracing the history of Corte Madera. For more information, she asked  
34 those interested to visit the website [www.cortemadera100.com](http://www.cortemadera100.com).
- 35 • On January 30<sup>th</sup> there will be a free event and presentation on the development of  
36 rag-time music held at the Recreation Center with slides, live music, an old time  
37 movie and refreshments. Doors open at 6:30 p.m. and the program will start at 7:30  
38 p.m.
- 39 • She received an email that Earl Hart had passed away on January 9, 2016. His wife  
40 Donna Hart, was Corte Madera's Citizen of the Year in 2009. She was ill at the time  
41 and had passed away July 30, 2009, but Earl rode in her place in the 4<sup>th</sup> of July  
42 parade. A memorial service will be held in February and she asked that the meeting  
43 be adjourned in both their memory.

1  
2 Councilmember Andrews gave the following report:  
3

- 4 • He attended the ABAG meeting held in the Town Council Chambers. He reported  
5 that the merger with MTC is on-going and ABAG has hired a consultant to  
6 recommend how they would merge planning of ABAG and MTC.
- 7 • In 2023 the Town will receive its new RHNA numbers and between now and then,  
8 ABAG will present three scenarios they will use to develop those numbers. ABAG  
9 staff is willing to come and brief the Town on what those are. One scenario is to  
10 spread the numbers across all 9 counties, one to spread numbers along the  
11 transportation corridors and the third, to put housing numbers in the main cities  
12 where job growth is highest and with connection to transportation corridors. He  
13 thinks the Town should agendize the matter prior to ABAG making its assumptions.  
14

15 Mayor Bailey gave the following report:  
16

- 17 • He congratulated and thanked the Corte Madera Lions Club and the Community  
18 Foundation for the New Year's Eve party.
- 19 • He was approached by Councilmembers from both Belvedere and Tiburon about the  
20 Yellow Bus Challenge and the take-away that those Councils are very much in favor  
21 of continuing the program but are facing serious challenges from the school district  
22 and funding. They are considering a parcel tax to raise funds and he wanted to make  
23 the Town aware that the Council should expect to hear more about the matter in the  
24 near future.  
25

26 Councilmember Condon referred to recent problems involving poor school bus service  
27 which delayed students. Mayor Bailey commented that apparently the switch to a new bus  
28 company is more expensive, but Belvedere and Tiburon strongly believe the program  
29 relieves traffic congestion and recognize there have been administrative problems, higher  
30 costs, and management of the bus company.  
31

32 Vice Mayor Furst spoke briefly about routes that were late, given her child is in the district,  
33 but she said over the last three months it has worked well. She tied the problems to high  
34 turnover of bus drivers.  
35

- 36 • Mayor Bailey said he serves as the Town's representative to the MCCMC Legislative  
37 Committee; however, due to the holidays there were no meetings.
- 38 • The Marin Clean Energy meeting will be held on January 21<sup>st</sup> and he will provide a  
39 report at the next meeting.
- 40 • He filmed a public service announcement for Coolcalifornia.org which is a challenge  
41 and involves cities who have populations which are the most energy efficient. He  
42 encouraged people to visit [www.coolcalifornia.org](http://www.coolcalifornia.org) and be energy-efficient.  
43

1           **5. CONSENT CALENDAR**

2  
3 Mayor Bailey requested removal of Item 5.II. from the Consent Calendar.

4  
5           5.I.    Waive Further Reading and Authorize Introduction and/or Adoption of  
6           Ordinances by Title Only. (Standard procedural action – no backup  
7           information provided)

8  
9           5.III. Approve Warrants and Payroll for the Period 12/10/15 through 12/31/15:  
10           Warrant Check Numbers 212595 through 212692, Payroll Check Numbers  
11           5084 through 5098, Payroll Direct Deposit Numbers 28478 through 28601,  
12           Payroll Wire Transfer Numbers 1946 through 1954, and Wire Transfer of  
13           12/16/15.

14           Report from George T. Warman, Jr., Director of Administrative  
15           Services/Town Treasurer

16  
17           5.IV. Approve Warrants and Payroll for the Period 1/01/16 through 1/14/16:  
18           Warrant Check Numbers 212693 through 212799, Payroll Check Numbers  
19           5099 through 5107, Payroll Direct Deposit Numbers 28602 through 28679,  
20           Payroll Wire Transfer Numbers 1942 through 1945, and Wire Transfers of  
21           01/14/16 and 2/01/16.

22           Report from George T. Warman, Jr., Director of Administrative  
23           Services/Town Treasurer

24  
25 MOTION:    Moved by Condon, seconded by Furst, and approved unanimously by the  
26           following vote: 5-0 (Ayes: Andrews, Condon, Furst, Lappert and Bailey; Noes:  
27           None).

28  
29           To approve the Consent Calendar Items 5.I, 5.III. and 5.IV

30  
31 Item Removed from the Consent Calendar:

32  
33           5.II.    Transmittal of Final June 30, 2015 Summary Financial Report  
34            (Report from George T. Warman, Jr., Director of Administrative  
35            Services/Town Treasurer)

36  
37 Mayor Bailey stated he thinks the report is a significant entry into the budgeting process  
38 and he asked Mr. Warman to provide a summary of the documents.

39  
40 Director of Administrative Services/Town Treasurer George T. Warman, Jr. stated the  
41 report is of the last fiscal year. It will be referenced in the back of the Town's audited  
42 financial statement for June 30, 2015. The report is divided into 4 sections of what  
43 occurred last year. All funds in the first grouping are in the General Fund. The second

1 grouping is capital projects other than sewer projects. The third grouping is all sewer funds  
2 and the fourth grouping is miscellaneous categories.  
3

4 On the back of the report (page 14) is a summary of all funds. On June 30, 2014 the total  
5 balance was about \$6 million on a modified accrual basis. At the end of the year the total  
6 balance was about \$10.846 million, a great deal of which relates to capital projects in the  
7 sales tax override, sewer fund or the storm drainage tax funds. He then referred to  
8 Attachment 2 which is a 4-year summary of all funds. To note here is that the undesignated  
9 deficit in the General Fund is continuing to decrease. When the General Fund is closed, the  
10 Council has a reserve policy of 10% which is \$1.5 million which will increase at the end of  
11 this year by another \$200,000. If there is a balance, he said it goes into the undesignated  
12 deficit and the Town ended the year better and has gone from about a \$5.3 million deficit  
13 down to about a \$3.9 million deficit.  
14

15 Mr. Warman clarified that the deficit amount has been carried over from prior years which  
16 occurred mostly during the economic downturn in 2008/09. The Town addressed this by  
17 reducing its workforce by about 30% and is now in the process of refilling some of the  
18 position, as well as eliminating the replacement of equipment and cancelling all studies.  
19

20 Vice Mayor Furst said the Town realizes that the Town cut its expenditures in the economic  
21 downturn, and she asked Mr. Warman to explain the mechanism as to how that number  
22 became a negative. Mr. Warman said the decrease in revenues caused expenditures  
23 overspend in what was available which resulted in the deficit. He noted the sales tax  
24 override money is specifically designated even though it is in the General Fund as well as  
25 other designated funds. Overall, the Town does not have a deficit but internally they are  
26 carrying the deficit which is being reduced over a period of time.  
27

28 Vice Mayor Furst asked if there is any mechanism by which that number can be zeroed out  
29 versus paying it over time. Mr. Warman said it is being reduced by keeping on-going  
30 recurring expenditures down when adopting the budget. When the consultants were  
31 retained to put together the sales tax override, he suggested a bullet point be deficit-  
32 reduction which was rejected because they said it would not be a good selling point for the  
33 tax to pass.  
34

35 Mayor Bailey asked if the deficit could be zeroed out in 7 to 8 years. Mr. Warman said yes,  
36 this is the hope unless there is a recession.  
37

38 Mayor Bailey opened the public comment period. There were no speakers.  
39

40 MOTION: Moved by Furst, seconded by Lappert, and approved unanimously by the  
41 following vote: 5-0 (Ayes: Andrews, Condon, Furst, Lappert and Bailey; Noes:  
42 None).  
43

1 To approve Consent Calendar Item 5.II

2  
3 **6. PUBLIC HEARINGS - None**

4  
5 **7. BUSINESS ITEMS**

6 7.I. Consideration and Possible Action to Approve a Resolution Affirming the  
7 Existing Prohibition on Commercial Cultivation of Medical Marijuana in the  
8 Town of Corte Madera.

9 Report from Adam Wolff, Director of Planning and Building

10  
11 Senior Planner Phil Boyle stated before the Council is consideration of a resolution which  
12 affirms that the existing language in the zoning ordinance already prohibits the commercial  
13 cultivation of medical marijuana in the Town of Corte Madera. The Medical Marijuana and  
14 Safety Act was passed in the fall of 2015 and went into effect January 1, 2016. This  
15 legislation set up a dual licensing system for businesses associated with the industry such  
16 as dispensaries, delivery, and transportation services, cultivation operations that require  
17 that businesses obtain a state license and local license in order to operate within California.

18  
19 Specifically for cultivation operations or commercial cultivation, the law stipulated that  
20 cities that wish to prohibit the commercial cultivation and not allow issuance of local  
21 business licenses, the Town's local ordinance must reflect that specific regulation by March  
22 1, 2016 or it would lose its ability to retain local control and the state would become the  
23 sole licensor for medical marijuana cultivation businesses.

24  
25 Given that fact, staff prepared the proposed resolution and recommends the Council adopt  
26 the resolution confirming the Town's existing prohibition on the commercial cultivation of  
27 medical marijuana exist and affirming that the Town's ordinance based on the principles of  
28 "permissive zoning" prohibits this use and further that the Town's zoning ordinance  
29 prohibits any use that is in violation of federal law. Those two points are in the current  
30 zoning ordinance, Section 18.02.050, which states that "The requirements of this title are to  
31 be interpreted so that if a use or activity is not listed as permitted or conditionally  
32 permitted, that use shall not be permitted." The zoning ordinance has lists of many uses in  
33 various different zoning districts that are permitted and the commercial cultivation of  
34 medical marijuana is not listed in any districts.

35  
36 Mr. Boyle said staff recommends the Council adopt the resolution at this time in order to  
37 preserve the option to prohibit at a local level the commercial cultivation of medical  
38 marijuana. It does not preclude the Town if it wishes in the future to discuss the merits of  
39 whether or not to allow it or not allow it in the future, but at this time, given the March 1<sup>st</sup>  
40 deadline, staff believes it is prudent to adopt the resolution.

41  
42 The Planning Commission at its January 12, 2016 meeting also recommended that the  
43 Town Council adopt the resolution and affirmed his comments as relayed in the zoning

1 ordinance. Staff also included some information from the League of California Cities which  
2 recommends that jurisdictions which have a permissive zoning ordinance take this route  
3 and explicitly affirm that its zoning ordinance is permissive. Mr. Boyle stated Attachment 1  
4 is the recommended resolution proposed for adoption.

5  
6 Councilmember Andrews stated with the permissive zoning rules, he asked which  
7 commercial crops are authorized in Town. Mr. Boyle stated there is no commercial  
8 agriculture allowed in the zoning resolution and the Town is reaffirming what it has been  
9 doing.

10  
11 Mayor Bailey opened the public comment period and there were no speakers.

12  
13 Councilmember Condon stated she has heard discourse on how the Town got to this point,  
14 and she believes the resolution helps to ensure local control and she would support it.

15  
16 Councilmember Lappert echoed Councilmember Condon's comments and supported local  
17 control.

18  
19 Vice Mayor Furst concurred and likened the matter to a housekeeping issue because the  
20 State legislature blundered in their wording. If the Town does not act on this, it potentially  
21 gives up its ability to make changes the future.

22  
23 Mayor Bailey concurred and thanked staff for bringing the matter to the Council.

24  
25 MOTION: Moved by Condon, seconded by Furst, and approved unanimously by the  
26 following vote: 5-0 (Ayes: Andrews, Condon, Furst, Lappert and Bailey; Noes:  
27 None).

28  
29 To adopt a Resolution Affirming the Existing Prohibition on Commercial  
30 Cultivation of Medical Marijuana in the Town of Corte Madera

31  
32 7.II. Consideration and Possible Action to Appoint David Bell to the Flood Control  
33 Board to Fill a Vacant Seat With A Term Expiring June 30, 2017  
34 Report from Rebecca Vaughn, Town Clerk  
35

36 Town Clerk Rebecca Vaughn recommended the Council approve the appointment of David  
37 Bell to the Flood Control Board. She was originally recommended he be appointed to the  
38 term expiring June 30, 2017, but at this time the Town has 2 vacancies; one expiring June  
39 30, 2016 and one expiring in 2017. Given that Mr. Bell is unable to attend tonight and  
40 cannot attend on February 2, 2016, another option can be offered whereby the Council can  
41 appoint Mr. Bell to the term expiring in 2016 and ask that he re-apply and go through an  
42 interview process. Alternatively, the Council could appoint Mr. Bell to the 2017 seat and  
43 Flood Control Board Member Bob Bundy is present to speak on his behalf to explain to the

1 Council the virtues of appointing Mr. Bell to the Board and how his background in  
2 engineering will help the Board.

3  
4 Bob Bundy, Flood Control Board, stated he learned Mr. Bell had a background in  
5 engineering and was interested in serving on the Flood Board. He noted he has been  
6 desperate to find someone with a background on engineering since the vacancies were  
7 created by those who moved out of town. Therefore, Mr. Bell's expertise will be very  
8 helpful. Mr. Bell is excited about being on the Board and he supported his appointment.

9  
10 Mr. Bundy added that it has been difficult to get interest on the Board in part because  
11 Public Works and Engineering has done a good job of resolving flooding issues in the vast  
12 majority of the Town. The Town fared well with high tides and rains. He suggested  
13 changing the Flood Control Board to Climate Adaption Commission or Climate Action Board  
14 in the interest that there would be more individuals in the community that would like to be  
15 involved in issues of climate change, sea level rise, and other things which contribute to  
16 flooding.

17  
18 Ms. Vaughn added that the Town has an open application period each spring and  
19 interviews are conducted in June to fill vacant seats coming up in the following year. When  
20 the Town held its last open application period, the two vacancies existed and no  
21 applications were received at which point she declared that the Flood Board would be open  
22 to be accepting applications on a rolling basis. In that sense, there is no issue with the  
23 Council accepting Mr. Bell's application at this time.

24  
25 Vice Mayor Furst asked and confirmed that if the Council appoints Mr. Bell to the term  
26 expiring in 2016, he would be filing the remaining term of 5 ½ months and he would have  
27 to go through the interview and reappointment process again for two years. Ms. Vaughn  
28 noted there are two seats to fill on the Board.

29  
30 Councilmember Lappert said if the Town has a committee no one is interested in, it might  
31 need to be eliminated or allow it to be populated by people as they come and go. He thinks  
32 the Director of Public Works can report to the Council and he supported Dr. Bundy's  
33 recommendation. Mayor Bailey noted that the matter to change the name of the Board can  
34 be agendized for a future meeting.

35  
36 Councilmember Andrews asked which term Mr. Bell interviewed for. Ms. Vaughn said none  
37 in particular, but she simply suggested the 2017 term, assuming he might be able to attend  
38 tonight's meeting. She said he is very interested and this is a good fit for him, as well as  
39 given his residential location on the marsh. It simply seems a waste of a resource to wait  
40 another month or two to appoint him when the opportunity exists to appoint Mr. Bell to the  
41 short-term seat if the Council is interested in going that route or the Council could also  
42 appoint him to the 2017 seat.

43

1 Vice Mayor Furst asked and confirmed with Mr. Bracken that his recommendation would  
2 be to appoint Mr. Bell to the 2017 seat. Councilmember Andrews voiced his support for this  
3 recommendation, as well.

4  
5 Mayor Bailey opened the public comment period and there were no speakers.

6  
7 MOTION: Moved by Furst, seconded by Lappert, and approved unanimously by the  
8 following vote: 5-0(Ayes: Andrews, Condon, Furst, Lappert and Bailey; Noes:  
9 None).

10  
11 To appoint David Bell to the Flood Control Board to Fill a Vacant Seat with a  
12 term expiring June 30, 2017

13  
14 7.III. Approval of Minutes of December 15, 2015 Town Council Meeting

15  
16 Ms. Vaughn pointed out an error on page 22 which she stated she will correct.

17  
18 MOTION: Moved by Lappert, seconded by Furst, and approved unanimously by the  
19 following vote: 5-0 (Ayes: Andrews, Condon, Furst, Lappert and Bailey; Noes:  
20 None).

21  
22 To approve the Minutes of December 15, 2015 Town Council meeting, as  
23 amended.

24  
25 7.IV. Review of Draft February 2, 2016 Town Council Agenda

26  
27 Mayor Bailey stated he requested that the upcoming agenda be placed on the current  
28 agenda so the Council can have an opportunity to decide what the Council wishes to  
29 discuss. He did not need a formal report, but this provides the opportunity for the Council  
30 and the public to weigh in on potential upcoming items. He asked Ms. Vaughn to explain the  
31 running list on the website.

32  
33 Ms. Vaughn displayed the location on the website on the overhead, noting it is a running list  
34 of upcoming agenda items for the upcoming two months or longer. What is contained in the  
35 packet is the February 2<sup>nd</sup> agenda and the Council can discuss together which items it  
36 wants to agendize.

37  
38 Town Attorney Riddle commented that the focus should be on whether the Council wants  
39 the items to appear on the agenda or to add other items and not involve a discussion as to  
40 the merits of the items.

41  
42 Councilmember Lappert voiced his support for agendizing the future agenda, which he  
43 thinks gives the public and Council to be able to review it.

1  
2 Mayor Bailey noted there were two items he asked to see agendized for February 2<sup>nd</sup>. First  
3 is the gravel lot with Macerich. Mr. Bracken stated this item is listed under Closed Session.  
4 Mayor Bailey asked to agendize an item for open session so the public can discuss the items  
5 from Closed Session.

6  
7 Mr. Bracken stated this may be subject to staff being able to prepare the body of a report.  
8 Mayor Bailey said he did not need a report, but simply a discussion. Mr. Bracken said staff  
9 could agendize discussion but reiterated that the agenda is draft and is subject to change.

10  
11 Councilmember Andrews said he has fundamental questions about the gravel lot and he  
12 asked how he could communicate this with the Town Manager.

13  
14 Mayor Bailey suggested simply not communicating to any outside party any action taken or  
15 discussed in Closed Session. Secondly, he said Mr. Bracken and Mr. Riddle can be contacted  
16 at any time. If it is a public policy or quasi-judicial issue, it would be useful to discuss it in a  
17 public forum.

18  
19 Mr. Riddle stated he could schedule a conference call with Councilmember Andrews and  
20 the Town Manager. He clarified that if any communication is sent to direct it only to the  
21 Town Manager and Town Attorney.

22  
23 Mr. Riddle clarified that a Closed Session will be held where the Council will provide  
24 direction to the Town Manager as the negotiator and he asked what would the open  
25 session separately involve. Mayor Bailey said separate from reporting on what action is  
26 taken if any from the Closed Session, that the Council invites input from the public about  
27 their perspective and on-going dealings regarding the gravel lot. It also might be useful for  
28 the Council to hold discussion about what they are thinking. He thinks it might be  
29 important to vet with the public, separate and additional to, any negotiations they might be  
30 having. Mr. Riddle asked if this would involve the real estate transaction.

31  
32 Mayor Bailey said one item would be a land use issue, potential sale of property and other  
33 items, all of which are separate and each has a process. He said he did not think that the  
34 Council has a clear path and it is important as soon as possible to make evident to the  
35 public what the timeline and path is to discuss these things in order to frame the discussion  
36 so all residents know what the Council is doing.

37  
38 Mr. Riddle clarified this is defining the process itself, which he noted must play out with the  
39 Planning Commission and other actions. Councilmember Lappert stated it is a way for the  
40 Council not to be accused by the public of not letting them know what is happening. The  
41 public can talk and Councilmembers can listen without making any commitments or votes.

42  
43 Vice Mayor Furst stated last month the Council heard clearly that the public does not want

1 any decisions made behind closed doors. This is impractical when dealing with real estate  
2 negotiations to have everything out in the open, but the Council pledged they would be as  
3 open and transparent as possible. Therefore, it will take some balancing. She is, however,  
4 nervous about having two items on the agenda on the same topic when one is Closed  
5 Session and one is Open Session without being extremely clear about the topic. Therefore,  
6 perhaps it would make sense for the following meeting to allow for comments.

7  
8 Mayor Bailey said he thinks the process can be discussed by the Council and this is not as  
9 substantive but it is the beginning. Once the Closed Session is held, some substantive  
10 discussions can occur after negotiations are made. Therefore, in addition, he would like to  
11 agendize an item where the Council can begin to solicit input from the public about  
12 potential negotiations relating to the gravel lot or processes by which Restoration  
13 Hardware seeks to expand, etc.

14  
15 Vice Mayor Furst suggested this be the direction to staff who can work with the Town  
16 Attorney to determine how to agendize this. Mr. Riddle concurred.

17  
18 Councilmember Condon noted it is too early to seek public input, but agreed that the  
19 process could be conveyed.

20  
21 Councilmember Andrews said one concern is that by entering into negotiations, the  
22 counter party to the negotiations will think that certain land use decisions have or could be  
23 made even though this is not the Council's intentions.

24  
25 Mr. Riddle suggested sticking to the agenda item and not about its merits.

26  
27 Mayor Bailey stated the other items related to agendizing a discussion regarding Airbnb's,  
28 as well as the noise ordinance for future meeting(s).

29  
30 Mr. Riddle noted that his office is working on a draft noise ordinance.

31  
32 Vice Mayor Furst asked that an item on the Complete Streets Update be agendized, as well.

33  
34 Mayor Bailey opened the public comment period.

35  
36 Public Comments:

37  
38 PATTY STOLIAR said she has served for 2 years on the Accessibility Commission and they  
39 have met only 2 or 3 times. Meetings are canceled and rescheduled, and she questioned if  
40 this is a requirement of the settlement or she asked if the Council should roll in the  
41 Commission into the BPAC.

42  
43 PHYLLIS METCALFE referred to the RH Gallery and the gravel lot and said if the item on the

1 public agenda for discussion, she advised that it be removed from the Closed Session  
2 agenda. While no official decision might be made, Councilmembers have an idea as to how  
3 to proceed but can only state certain things to the public. She suggested holding the Closed  
4 Session after it receives comments during the public discussion item or hold discussion at  
5 the following meeting.

6  
7 SHERI VIGNONE, Westward Drive, asked if the traffic study for the gravel lot was  
8 completed over the holidays, and asked that it be on the agenda for discussion.

9  
10 PHYLLIS GALANIS, Prince Royal Drive, said the last time the Council discussed the gravel  
11 lot, the Council did not know who owned it. She hopes before any more public discussion is  
12 held that this be clarified to the public. She also said she thought there was going to be  
13 discussion regarding the theater but it was not agendized. She asked that this be put on the  
14 agenda so the public knows what is going on with the moratorium and whether there is  
15 anything in the General Plan that would not allow it to be a furniture store or not.

16  
17 Vice Mayor Furst commented that an update on the Tamal Vista East Corridor Study is on  
18 the draft agenda under Item 4 on February 2, 2016.

19  
20 DAWN MATHISEN, Larkspur, asked if the petition was presented or not.

21  
22 Vice Mayor Furst said letters were received, but this was not on the agenda. She clarified  
23 that if a member of the public would like to talk about the petition this would be held  
24 during open time at the beginning of the meeting. She noted that Mayor Bailey mentioned  
25 under Item 4, the Planning Director will provide an update on the Tamal Vista East  
26 Corridor Study at every upcoming meeting in the near future, but this does not allow for  
27 public comment.

28  
29 Mr. Riddle stated the actual theater is not mentioned on the agenda, so the public could  
30 comment under open time and he thinks this would be preferable.

31  
32 Vice Mayor Furst asked if public comment must be taken under Town Manager and Council  
33 Reports. Mr. Riddle stated this issue has come up and the general consensus is that given  
34 the breadth of the Brown Act, the safer course is to allow people to comment if they wish to  
35 do so.

36  
37 Mayor Bailey asked if there were further comments, and there were none.

38  
39 **8. ADJOURNMENT**

40  
41 The meeting was adjourned in memory of Earl and Donna Hart at 9:11 p.m. to the next  
42 regular Town Council meeting on February 2, 2016 at Town Hall Council Chambers.

43