



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

TIBURON TOWN COUNCIL

October 19, 2016

Regular Meeting - 7:30 p.m

(Reception - 6:00 p.m. in the Community Room)

AGENDA

CALL TO ORDER AND ROLL CALL

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

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

ORAL COMMUNICATIONS

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

PRESENTATION

20th Annual Heritage Presentation Award

Laleh Zelinsky, Recipient

CONSENT CALENDAR

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

CC-1. Town Council Minutes

Adopt minutes of September 21, 2016 regular meeting (Town Clerk Crane Iacopi)

Documents:

[9-21-2016 DRAFT MINUTES.PDF](#)

CC-2. Citizen Of The Year

Adopt resolution commending Tom O'Neill upon his selection as the 2016 Business Citizen of the Year (resolution to be presented in November at the Chamber lunch) (Town Clerk Crane Iacopi)

Documents:

[CC-2.PDF](#)

CC-3. Town Manager Agreement

Recommendation to adopt resolution approving a one-time payment of \$5,000 to Town Manager, as provided in Employment Agreement (Town Attorney Stock)

Documents:

[CC-3.PDF](#)

TOWN COUNCIL REPORTS

WEEKLY DIGESTS

ADJOURNMENT

GENERAL PUBLIC INFORMATION

ASSISTANCE FOR PEOPLE WITH DISABILITIES

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

AVAILABILITY OF INFORMATION

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

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

PUBLIC HEARINGS

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

TIMING OF ITEMS ON AGENDA

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

**TOWN COUNCIL
MINUTES**

CALL TO ORDER

Mayor Tollini called the regular meeting of the Tiburon Town Council to order at 7:30 p.m. on Wednesday, September 21, 2016, in Town Council Chambers, 1505 Tiburon Boulevard, Tiburon, California.

ROLL CALL

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

PRESENT: EX OFFICIO: Town Manager
Chanis, Town Attorney Stock, Director of
Community Development Anderson, Director of
Public Works/Town Engineer Barnes, Director of
Administrative Services Bigall, Town Clerk Crane
Iacopi

ORAL COMMUNICATIONS

Resident Ken Weil, Hilary Drive, spoke in favor of the Hawthorne Drive undergrounding project and asked the Council to extend the petition deadline by another month, until October 31. He said this was the neighborhood's fourth attempt at undergrounding and they needed a little more time to complete this important step.

Sandra Smith, also of Hilary Drive, spoke in support of Mr. Weil's request and asked the Council to please allow them to conclude this process.

Mayor Tollini acknowledged the speakers and said the matter was on the Council's radar.

INTRODUCTION OF NEW TOWN EMPLOYEE

- Samantha Bonifacio – Building Permit Clerk

Director Anderson introduced Samantha Bonifacio, the newest member of the Building Division. He said Ms. Bonifacio had a degree in urban planning from the University of Cincinnati, and had served as an intern in Ohio in planning and building services for two different cities. Anderson also said she had experience working in customer service. The Council welcomed Ms. Bonifacio to the Town. She said she was looking forward to working here.

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CONSENT CALENDAR

1. **Town Council Minutes** – Adopt minutes of July 20, 2016 meeting (Town Clerk Crane Iacopi)
2. **Town Council Minutes** – Adopt minutes of August 3, 2016 meeting (Town Clerk Crane Iacopi)
3. **Town Council Minutes** – Adopt minutes of August 17, 2016 meeting (Town Clerk Crane Iacopi)
4. **Town Investment Summary** – Accept reports for July and August 2016 (Director of Administrative Services Bigall)
5. **1860 Mountain View Drive** – Adopt resolution memorializing the granting of an appeal of a denial of an Encroachment Permit for the installation of a security gate in Town right-of-way at 1860 Mountain View Drive (Public Works Department)
AP No. 059-042-11
Applicant: John Merten, Studio Green
Owner: MV 1860 LLC
6. **“Bay Day”** – Adopt resolution proclaiming October 1 “Bay Day” in the Town of Tiburon (Town Manager)
7. **Town-owned Housing Policy** – Adopt revised policy for town-owned Below Market Rate rental units at Point Tiburon Marsh (Town Manager)
8. **Conflict of Interest Code Update** – Adopt resolution accepting the biennial review and update of the Town’s Conflict of Interest Code (Town Clerk/Town Attorney)
9. **Police Vehicle Replacement** – Recommendation to approve a FY 2016-17 budget amendment to replace a police vehicle (Department of Administrative Services)

MOTION: To adopt consent calendar Item Nos. 1 through 9, as written.

Moved: Fredericks, seconded by Doyle

Vote: AYES: Unanimous
 ABSTAIN: Tollini (Item Nos. 3 and 5)
 RECUSED: O’Donnell (Item No. 5)

ACTION ITEMS

1. **Open Space Management Project Update** – Discussion and adoption of prioritization plan for Town-maintained open space (Department of Public Works)

In his power point presentation, Director of Public Works Barnes gave an overview of the Town’s Open Space Management Plan (“Plan”). He said the Town’s open space includes 250

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acres and 21 parcels, and includes a number of work items. He said the Plan provides for completing each item one time.

Director Barnes said the total cost for all items was estimated at \$450,000 to \$500,000 in 2010, and that the Plan states the estimates should be updated after a few years of work, based on actual cost. He said staff now believes the estimate to be closer to \$600,000. He also noted the report states that each work item will need to be repeated about three times with a cost of 25% to 50% of the original cost for each repeat. Because of the repeat work, the total cost is estimated to be \$1.25 and \$1.5 million.

The Director said in fiscal year 2013 and prior years, the \$25,000 budget for Open Space Management was exhausted on fuel reduction tasks. The sole funding source was the Measure A fund, provided to the Town by the County of Marin, to “maintain, preserve and renovate existing parks, preserves and recreational facilities”.

With urging from proponents of the open space work, Barnes said the Council increased funding in fiscal year 2014 by allocating General Funds. Expenditures in FY 2014 and FY 015 were \$39,536 and \$35,238 respectively, and funding for the current fiscal year is \$53,000. He said this represents about 4% of the total cost of the plan.

While this amount seems low, Director Barnes said staff noted at the Council Retreat that the Town spends under 3% per year of the total cost of the Storm Drain Master Plan on storm drain work. In recognition of the funding constraints for this work, the various activities and projects included in the [Open Space] Plan were prioritized, resulting in a list which includes priority 1 through priority 9 activities.

The Director said staff believes that there are basically four options for approaching work in the open space: 1) Maintain the current priorities and funding; 2) Increase overall funding; 3) Change priorities, if only temporarily; and 4) Add more funding specifically targeted for sensitive species protection.

Barnes said the Town had mostly worked on priority 1 and 2 projects each year since 2010, based on meetings and input received from the Tiburon Fire Protection District, as well as open space advocates. He said that even though there were 21 parcels included in the Plan, the work has been done each year in the Middle Ridge area. Both pine removal for fire safety and invasive species removal projects have been done in the area, the latter for the protection of native plant species.

Barnes said the priority 2 item on the open space proponent’s list involves weeding in an area around an endangered species, the Tiburon Jewel Flower. He said wild oats in the serpentine outcrop area need to be removed by hand around this flower. He said while there is no federal requirement to weed non-native species in this area, if staff does go into this area, the Jewel Flower needs to be protected from damage by its actions. Barnes went on to say the proponent recommended hiring a specific individual for this work. He said the Town cannot contract with this individual as she is not a contractor, so he suggested using a contractor such as the

Conservation Corps, under direct observation of a biologist.

Councilmember Fredericks said she understood the concept of priority levels 1 (Fire Abatement close to homes), and 2 (abatement farther away from homes), but wondered conceptually about the differentiation between levels 3 and 9. Director Barnes discussed general philosophies but agreed that the other levels were harder to discern.

Councilmember Fredericks asked why the Middle Ridge area was a priority. Director Barnes said that the open space proponent, who is also a botanist, had identified this area as a location of sensitive plant species. Fredericks asked why repairs to the Fire Road were a priority in the Town's Plan. Barnes said that it not been maintained since 2008. Fredericks noted the importance of keeping a road passable to firefighters, but she wondered why it was not in the Town's trails or roads budget. Director Barnes said it has been part of this Plan for a number of years.

Councilmember O'Donnell asked if the Fire Road was the one off of Vistazo, or Gilmartin Drive. Director Barnes said it was the one off Gilmartin that loops over to the "Hippie Tree." He noted the Vistazo Fire Road was part of the County-maintained open space.

Vice Mayor Fraser complimented the Department of Public Works on the work that has been accomplished in the Plan. He said that fire abatement serves the greatest good with the greatest return. He asked if in considering Option 4 (additional funding), would it mean taking money away from other priorities.

Director Barnes said that an additional \$50,000 over 30 years would help fight invasives, but agreed that there was no end to the battle. He said it was a large endeavor to remove broom.

Vice Mayor Fraser also asked if there was ever a time when all priorities (1 through 9) would get done. Director Barnes responded that given the time it would take to complete all the priorities and the adjacent invasive species it was probably not possible to ever finish.

Town Manager Chanis noted that the Plan had been adopted in 2010, during difficult economic times. He said staff supports all of the goals of the Plan and would be happy to work with the Council to see how to accomplish them. He said there were two "moving parts" to consider – the level of funding and order of priority.

Councilmember O'Donnell commented that priority 1 work was not likely to ever go away. He asked if the Town was taking care of broom removal in the proper way; that is, cutting or pulling. Director Barnes said that in the Plan, the Town does as much broom removal as possible through cutting and painting with herbicide. But this year, he said they had started wrenching and pulling in the Spring, with plans to return to an area three consecutive years. He said this was the preferred method (although it covered slightly less area). He also said the Town is trying to reduce the use of herbicide.

Councilmember Fredericks said that even if the Town diligently removed invasives, and the area abuts other areas where removal is not undertaken, how does it prevent re-seeding and the like. She also wondered whether priority for removal should be given to the areas where the indigenous species are located, especially if we are in danger of losing them.

Fredericks said it would be helpful to have a better idea of the area or areas where the endangered native plant species are located in order to quantify an enhanced program. But she stopped short of wanting to re-order the priorities of the Plan, as did the rest of the Council. She said the priorities might be “sensitized” a bit.

The Mayor asked for staff’s feedback on using Public Works Staff in the open space. Director Barnes said the 2007 Matrix report said the Town was maintaining its parks at a “B” grade level. He said since that time, the Town had added park areas to its inventory. Because of this, he said the other acreage in open space areas had not been “opened up” for work, to date.

Councilmember O’Donnell asked about seasonal workers since they had been added to the Department budget. Director Barnes agreed that \$50,000 was in the budget for seasonal labor and had been used for vegetation cutting from roads, not in the open space. He said the reason is that the workers must be supervised, under the contract, and cannot drive town vehicles. O’Donnell suggested this might be a good discussion point at the next retreat.

Town Manager Chanis said that maintenance of the “high profile areas” of Town had been the focus of the Public Works, so crews had not been sent into the open space.

Councilmember Fredericks referenced the Director’s previous comment on storm drain funding. She asked if there were sources of funding for this State-mandated program. Director Barnes said there had been a push in Sacramento to make storm drainage a utility, but this effort had so far been unsuccessful.

Mayor Tollini opened the matter to public comment.

Jerry Riessen, Marinero Circle, complimented the Council for its efforts over the past number of years to enhance the Old Rail Trail. He said he and Jim Wood had come to the Council three years ago with a proposal for improvement, and they personally worked to remove broom and weeds. He said the Council deserved credit for enhancing the trail.

Riessen said that broom was not a “category 1 scourge”. He said he had pulled lots of broom and “if you pull it for a few years, you win”. He said it takes three years to get rid of it, and that the proper method of removal was pulling.

Riessen said it was important for the Council to “take care of what’s been given to you” and said the Council is the steward of the open space lands in Tiburon. But he said there were lots of maintenance issues that come with acquisition of open space, and the Council (or Councils before this one) would have made a better deal if they had asked the developers to fund

maintenance of the land in perpetuity. He said the elected officials in other municipalities have also come to understand this when they see the task before them.

Mr. Riessen said he understood that homeowners would want the Council to care about fire hazard abatement but he said he hoped they would also care about nature and the endangered plants in the Town. He said allocating \$25,000 over 30 years is a poor decision and he asked that the Council study the possibility of removing more broom. He advocated sending the Plan back to staff with a more aggressive approach to this problem.

There being no one else who wished to speak, Mayor Tollini closed the public comment period.

Councilmember Doyle commented on the success of the annual Coastal Clean-Up Days, and what a great turnout they get. He said what about a “Broom Day” with 75-100 people with the puller equipment in the open space. He said it could be a Town-sponsored event.

Councilmember Fredericks said the “Broom Buster” team had worked for many years in the open space. She asked if there were “stands” of broom that could be tackled by a group, or whether the plants are scattered through the open space. Director Barnes said both.

Councilmember O’Donnell said the presence of broom on private property should also be addressed, especially in the Gilmartin Drive area. He said this could be a coordinated effort.

Mayor Tollini said the effort to raise awareness could be part of high school environmental programs, and even community service programs in the local school district. Councilmember Fredericks said it would be great to have our own kids doing broom removal in Town.

Councilmember O’Donnell recommended continuation of Option 1 of the staff report, utilizing the current funding levels but revisiting the matter during the Spring. He acknowledged, however, that it may be time to become more aggressive with broom removal.

Vice Mayor Fraser suggested that we “augment” the program and focus on broom removal and the protection of native plants. Councilmember Fredericks reiterated that it would be helpful to identify more specifically where these plants are located.

Director Barnes said he was hearing the direction to come up with a plan to remove broom and other invasive species – and Mayor Tollini added, “in a more aggressive manner (not five years).” Town Manager Chanis cautioned that setting a timeframe might be arbitrary at this juncture. However, he said staff could come back with a budget for overall funding and priorities.

Vice Mayor Fraser recommended that we “stay on course, and augment what he have.” Councilmember O’Donnell agreed and said augmenting could include Councilmember Doyle’s recommendation for a Spring broom removal event, and maybe even a “Green Team” approach.

The Town Manager said staff would be happy to work on a volunteer program. Fredericks said it should be promoted as an “event”.

Mayor Tollini asked if the Town does more to protect the native species, does this represent changing priorities. Town Manager Chanis said yes, it would be somewhat like taking priorities out of order.

Councilmember Fredericks recommended simply creating a “triage” work area for the plants, but said if we’ve done nothing in six or seven years to protect the native species, they would certainly become even more endangered.

The Mayor said it would be useful to discuss these priorities further. Councilmember Fredericks agreed, stating we need to determine what’s at risk and where they are at risk.

Town Manager Chanis summed up the discussion by stating staff would continue to “steer the course” but work on a broom removal event and prepare more detailed information regarding sensitive species and options for funding levels, at next year’s retreat.

TOWN COUNCIL REPORTS

Councilmember Fredericks commented on the unpredictable schedule of the commuter ferry service as everyone awaited the transition between Blue & Gold and the Golden Gate Bridge, Highway and Transportation District. She said the three-way negotiation between the parties involved (Blue & Gold, Argo Investments, and the Bridge District) was close to being finalized and that she would receive more information at a meeting on Friday.

TOWN MANAGER REPORT

Town Manager Chanis discussed possible meeting cancellations in October due to travel conflicts, and perhaps scheduling a special meeting. He said he would reach out to Council so they could look at their calendars.

WEEKLY DIGESTS

- Town Council Weekly Digests – August 19 & 26, 2016
- Town Council Weekly Digests – September 2, 9 & 16, 2016

Received.

ADJOURNMENT

There being no further business before the Town Council of the Town of Tiburon, Mayor Tollini adjourned the meeting at 8:35 p.m.

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ERIN TOLLINI, MAYOR

ATTEST:

DIANE CRANE IACOPI, TOWN CLERK

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TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
October 19, 2016
Agenda Item: CC-2

STAFF REPORT

To: Mayor and Members of the Town Council
From: Office of the Town Clerk
Subject: Recommendation to adopt resolution for 2016 Business Citizen of the Year
Reviewed By: G.C.

BACKGROUND

The Tiburon Peninsula Chamber of Commerce has named Tom O'Neill as its Business Citizen of the Year for 2016. Tom and his wife, Peggy (owner of Hearts & Flowers), have lived in Tiburon for many years. He is best known for the annual Classic Car Show on Shoreline Park which he co-founded with former Mayor, Bruce Ross. Two years ago, O'Neill also launched the Irish Music Festival in honor of his great uncle, Chief Francis O'Neill. He is currently working on the Tiburon Peninsula Foundation's Trestle Trail Committee to further preserve the Town's railroad heritage. Tom is the founder of Reserve Analysis Consulting LLC, a company that does reserve studies for homeowners' associations.

Tom O'Neill was recognized at the 23rd Annual Spirit of Marin Awards luncheon in September. He will be presented with the Town's resolution at a luncheon in November at the San Francisco Yacht Club.

RECOMMENDATION

Staff recommends that the Council adopt the resolution commending and congratulating Tom O'Neill upon his selection as the 2016 Tiburon Peninsula Chamber Business Citizen of the Year.

Exhibit: Resolution
Prepared By: Diane Crane Iacopi, Town Clerk

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RESOLUTION NO. XX-2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON
COMMENDING TOM O'NEILL UPON HIS SELECTION AS THE
TIBURON PENINSULA CHAMBER OF COMMERCE
2016 BUSINESS CITIZEN OF THE YEAR

WHEREAS, Tom O'Neill, a Minnesota native, graduated from college in Colorado, and continued to work his way West to the Town of Tiburon in 1968;

WHEREAS, Tom met his future wife, Peggy, in Tiburon, where the two were married in 1970, purchased a home in 1977, and raised their son, Casey;

WHEREAS, Tom was captivated by the Town's beauty and began to look for ways to give back to the community he and wife Peggy had come to love;

WHEREAS, Tom, along with Steve Sears, served as co-chairs of the celebration to open Shoreline Park in 1986; the same year he became involved in the commercial construction business (he later founded Reserve Analysis Consulting LLC which does reserve studies for homeowners' associations);

WHEREAS, in 2001, Tom and former Mayor, Bruce Ross, invited three other vintage car owners to bring their so-called "garage treasures" down to Main Street during the celebration of its renovation; this created the spark to organize a classic car show with 32 autos the following year;

WHEREAS, after Ross passed away, Tom continued to pursue his vision for a Classic Car Show, which by now had been relocated to Shoreline Park and is now a highly anticipated event featuring over 100 vintage cars each year on Father's Day weekend;

WHEREAS, with his experience running the Classic Car Show, and having discovered his Irish heritage and connection to a local music folk hero on a trip to Ireland, Tom created the Tiburon Irish Music Festival in 2015 to honor and celebrate traditional Irish music amongst Tiburon residents and musicians from near and far;

WHEREAS, Tom was invited to join the board of the Tiburon Peninsula Foundation in 2015, and as a member of the Trestle Trail committee, is working to preserve Tiburon's heritage as a railroad town;

WHEREAS, Tom's says his philosophy of volunteerism comes from his "desire to give back some of the benefits that a wonderful community like ours provides for its residents";

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Tiburon hereby commends Tom on his well-deserved selection as the Chamber's 2016 Business Citizen of the year, and expresses its sincere appreciation to Tom for his continued contributions to the quality of life in the Town of Tiburon.

PASSED AND ADOPTED on this 19th day of October, 2016, by the following vote:

COUNCILMEMBERS:

ERIN TOLLINI, MAYOR

ATTEST:

DIANE CRANE IACOPI, TOWN CLERK



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
October 19, 2016
Agenda Item:

CC-3

STAFF REPORT

To: Mayor Tollini and Members of the Town Council
From: Office of the Town Attorney, Benjamin Stock
Subject: Recommendation to approve a one-time payment to the Town Manager as provided in Employment Agreement dated January 4, 2016
Reviewed By: LC

BACKGROUND

On December 2, 2015, the Town Council approved an employment agreement with Greg Chanis to serve as Town Manager (Agreement). Section 5 of the Agreement provides that a first performance evaluation be conducted on or about July 11, 2016, and that subsequent performance evaluations be conducted annually, on or before the anniversary of the Employee's hire. The Agreement also provides that salary adjustments will be considered in conjunction with the performance evaluation, and if the Town Manager's performance is satisfactory, the Council may, in its sole discretion, elect to make a one-time cash payment to the Town Manager as an appropriate incentive to retain the Town Manager.

On August 3, 2016 and on August 17, 2016, the Town Council met in closed session to conduct the referenced performance evaluation. Following that evaluation, Council now has before it whether to award a one time, lump sum, non-recurring payment of \$5,000 to the Town Manager.

FINANCIAL IMPACT

Although the proposed one-time payment will increase the Town Managers compensation by \$5,000 for calendar year 2016, staff believes there are sufficient funds allocated in the Fiscal Year 2016-2017 Administrative Services Budget to cover this expenditure.

RECOMMENDATION

Staff recommends that the Town Council move to approve a Resolution approving a one-time payment of \$5,000.

Exhibits: 1) Draft resolution
2) Town Manager Employment Agreement

Prepared By: Benjamin Stock, Town Attorney

RESOLUTION NO. xx-2016

A RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF TIBURON
AUTHORIZING A ONE-TIME PAYMENT OF \$5,000
TO THE TOWN MANAGER FROM THE
ADMINISTRATIVE SERVICES OPERATING BUDGET

WHEREAS, the Town of Tiburon approved an Employment Agreement (“Agreement”) with Greg Chanis (“Employee”) on December 2, 2015, to serve as Town Manager; and

WHEREAS, the Agreement provides that a first employment evaluation be conducted on or about July 11, 2016, and that subsequent performance evaluations be conducted annually, on or before the anniversary of the Employee’s hire;

WHEREAS, the Agreement also provides that salary adjustments will be considered in conjunction with the performance evaluation, and if the Town Manager’s performance is satisfactory, the Council may, in its sole discretion, elect to make a one-time cash payment to the Town Manager as an appropriate incentive to retain the Town Manager;

WHEREAS, the Town Council met in closed session on August 3 and August 17, 2016, to conduct the Employee’s performance evaluation;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Tiburon hereby authorizes a one-time, lump sum, non-recurring payment of \$5,000 to the Town Manager from the Administrative Services Operating Budget:

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Tiburon on October 19, 2016, by the following vote:

AYES: COUNCILMEMBERS:

ERIN TOLLINI, MAYOR
TOWN OF TIBURON

ATTEST:

DIANE CRANE IACOPI, TOWN CLERK

Exhibit 1

TOWN MANAGER EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is by and between the Town of Tiburon ("Town") and Gregory Chanis ("Employee") and shall be effective as of execution by both parties.

RECITALS

A. The Town desires to employ Employee as its Town Manager in order to retain Employee's many years of experience, skills, abilities, background and knowledge, and is willing to engage Employee on the terms set forth below.

B. Employee desires to work in the employ of the Town as its Town Manager and is willing to do so on the terms set forth below.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND OF THE MUTUAL PROMISES AND CONDITIONS OF THIS AGREEMENT, IT IS AGREED AS FOLLOWS:

1. **Employment.** On the terms and conditions contain in this Agreement, the Town employs Employee as its Town Manager, and Employee accepts that employment.

2. **Term.** Employee's Initial Hire Date shall be the date that he actually commences his employment. This shall be on a date to be arranged between Employee and the Town's Mayor, but shall not be later than Monday, January 11, 2016. This Agreement shall continue until terminated pursuant to the terms of this Agreement or until terminated by the event of the death or permanent disability of Employee.

3. **Duties and Hours.**

3.1 **Duties.** Employee shall perform all duties of the Town Manager described in the Town's Municipal Code and such other duties as may from time to time be established by the Town. Employee shall remain in the exclusive employment of the Town and devote Employee's entire professional, work and income-generating time, attention and effort to the business of the Town during the term of this Agreement. However Employee may engage in charitable endeavors not involving employment or activities related to the business of the Town so long as such outside activities do not interfere with Employee's duties under this Agreement.

3.2 **Hours of Work.** Employee shall devote the time necessary to adequately perform his duties as Town Manager. The parties expect that a minimum of forty (40) hours per week during regular business hours, as well as additional time outside of the normal business hours, will be required to satisfy this requirement. Toward that end, Employee shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours

provides adequate availability to the Town Council, Town staff, and members of the community during normal business hours and for the performance of Town business.

3.3 **Regional and Professional Activity**. The Council desires Employee to be reasonably active in national, statewide and regional professional organizations that will contribute to Employee's professional development and standing and that will contribute to the advancement of the Town's interests and standing. Toward that end, Employee may, upon advance notice to the Council, undertake such activities as are directly related to his professional development and that advance the interest and standing of the Town. These activities may include, without limitation, participation in the California League of Cities, ICMA, or other similar national, statewide, regional or professional organizations, provided that such activities to not in any way interfere with or adversely affect his employment as Town Manager of the performance of his duties as provided herein. Town shall budget and pay for the dues and subscriptions of Employee necessary for his participation in such organizations. Town shall reimburse Employee's reasonable and necessary travel, business and subsistence expenses as provided in its normal policies and procedures for reimbursement of expenses.

4. **Compensation and Benefits**. Employee shall receive for services to the Town the following compensation and benefits:

4.1 **Base Salary**. Employee shall receive a base salary of One Hundred Ninety Two Thousand Dollars (\$192,000) per year, payable in installments at the same time as other employees of the Town are paid.

4.2 **Standard Management Employee Benefits**. Except as otherwise provided in this Agreement, Employee shall receive all benefits ordinarily accorded to the Town's management personnel as presently set forth in Resolution 24-2015 and such other benefits as may be adopted by the Town during the term of this Agreement. The Town will provide Employee with a One Hundred Twenty Five Dollars (\$125) per month cell phone allowance to be used in conjunction with Town business.

4.3 **Vacation, Sick and Administrative Leave**. The Town will grant Employee five days of vacation leave and five days of sick leave at the commencement of employment. The Town will give credit to Employee for his prior years of public agency management, accordingly, during the first year of employment, Employee will earn 15 days of vacation. This accrual shall increase to 20 days per year at the beginning of the second year of employment and to 25 days per year at the beginning of the fifth year of employment and each year thereafter. Consistent with Council Resolution 24-2015, Employee's maximum accumulation of vacation leave is 40 workdays. Employee shall receive ten (10) days of administrative leave per year.

4.4 **Automobile Allowance.** Employee shall receive an automobile allowance of Four Hundred Dollars (\$400) per month to compensate Employee for the use of his personal vehicle on official Town business.

4.5 **Relocation Assistance.** The Town will reimburse Employee for expenses incurred in relocating to the Tiburon area, up to a maximum of Fifteen Thousand Dollars (\$15,000). Eligible expenses shall include the cost of rental housing to a maximum of three months, storage and movement of personal effects, house-hunting trips and related travel for Employee and Employee's spouse and any other expenses approved by the Budget Committee of the Town Council as necessary and appropriate. Employee shall submit receipts for all expenses for which reimbursement is claimed under this section. All expenses to be reimbursed under this section must be incurred and claimed within a reasonable date of the execution of this Agreement.

4.6 **Retirement.** The Town contracts with the Public Employees Retirement System of California (CalPERS) for a retirement program for its miscellaneous employees. As required by the California Public Employee Retirement Law (PERL), Employee will be enrolled as a CalPERS member and will be subject to the terms and benefits of that plan. As required by PERL, the Town shall provide Employee with the CalPERS 2% @ 62 retirement formula with the highest average 36 month calculation. The parties recognize and agree that the Town is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Agreement and related practices, the Town will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or Agreement terms. The Town makes no representation regarding the specific parameters of the retirement program as administered by CalPERS. As required by PERL, Employee shall pay the employee's contribution, which is fifty percent (50%) of normal cost as determined by CalPERS.

4.7 **Cafeteria Medical Plan.** Employee shall receive the same medical benefit as other Town management employees.

4.8 **Internal Revenue Code Compliance.** All provisions of this Section 4 are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Section 4 shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the Town to effectuate such requirements shall not constitute a breach of this Agreement.

5. **Performance Reviews.** Employee's first Employment performance review shall be completed on or about July 11, 2016 by the Town Council. Performance reviews will be conducted annually on or before the anniversary of Employee's initial hire each year and salary adjustments will be considered in conjunction with the performance evaluation. If the Employee's performance is satisfactory the Council may, in its sole discretion, elect to make a

one-time cash payment to Employee as an appropriate incentive to retain Employee.

6. **At-Will Employment.** Employee's employment is at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the Town or Employee. Nothing in the Agreement shall limit the right of the Town or Employee to terminate employment at will.

7. **Termination of Employment.**

7.1 **Termination by Town.**

(a) **Termination for Cause.** Without limiting the at-will status of Employee's employment, the Town may at any time terminate Employee's employment for cause. The Town will not pay Employee any severance if the termination is for cause. For purposes of this Agreement, cause for termination shall include the following and similar misconduct: theft or attempted theft; material dishonesty; willful or persistent failure to carry out Employee's duties; gross negligence or misconduct; engaging in unlawful discrimination or harassment of employees or any third party while on Town premises or time; conviction or plea bargain of a felony; engaging in conduct tending to bring embarrassment or disrepute to the Town and unauthorized absences. During the proceedings which may be necessary for Town to confirm the cause for termination hereunder, the Town may place Employee on unpaid administrative leave. If the Town terminates Employee's employment for cause, the Town's obligations under Agreement to provide compensation and benefits to Employee shall terminate on the Employee's last day of employment. Employee shall continue to be bound by the provisions of Section 8 of this Agreement.

(b) **Termination Without Cause.** If the Town terminates Employee's employment for any reason other than for cause, the Town shall provide Employee severance payment of six (6) months. There is no express or implied promise made to Employee for any form of continued employment as the Town Manager.

7.2 **Termination by Employee.** Without limiting the at-will status of Employee's employment, Employee may resign from employment upon sixty (60) days prior written notice to Town. If Employee so resigns, the Town's obligations under this Agreement to provide compensation and benefits to Employee shall terminate on Employee's last day of employment. If Employee resigns his employment with the Town, he shall not be entitled to any severance pay nor continued compensation and benefits, except as otherwise required under state or federal law. Upon resignation, Employee shall continue to be bound by the provisions of Section 8 of this Agreement. Should Employee retire, Employee shall provide the Town sixty (60) days written notice.

8. **Confidentiality.** During the course of employment or at any other time, Employee agrees not to disclose, communicate, use to the detriment of the Town or for the

benefit of any other person (including Employee) or misuse in any way any confidential information or data concerning Town. Employee acknowledges and agrees that all such confidential information received by Employee will be received in confidence and as a fiduciary of the Town.

9. **Disability.** The Town shall have the option to terminate this Agreement without further payment of compensation and benefits under Paragraph 4, or severance payment under Paragraph 7(b) if Employee is deceased, permanently disabled, or incapacitated, for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

10. **Conflict of Interest Prohibition.** Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete annual disclosure forms required by law. It is further understood and agreed that because of the duties of the Town Manager within and on behalf of the Town and its citizenry, Employee shall not, during the term of this Agreement, individual, as a partner, joint venture, officer, or shareholder, invest or participate in any business venture conducting business within the corporate limits of the Town, except for stock ownership in any company whose capital stock is publicly held and regularly traded without prior written consent of the Town Council. For and during the term of this Agreement, Employee further agrees, except for a personal residence used as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the Town, without the prior, written consent of the Town Council.

11. **Abuse of Office.** If the Town provides (i) paid leave salary to the Employee pending an investigation, (ii) funds for the legal criminal defense of the Employee, or (iii) severance pay to the Employee in accordance with section 7.1(b) hereof, then in the event the Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code Section 53243.4, all such sums paid by the Town to the Employee or for the Employee's benefit shall be fully reimbursed to the Town by the Employee.

12. **Miscellaneous.**

12.1 **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date of delivery if delivered personally or by overnight courier, or three (3) days after mailing if mailed by first class, registered or certified mail, postage prepaid, and return receipt requested.

12.2 **Governing Law.** The State of California law shall govern this Agreement.

12.3 **Severability.** If any term of the Agreement is found by a court to be unenforceable, the remaining terms of this Agreement shall be deemed valid and enforceable to

the fullest extent possible.

12.4 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to Employee's employment and supersedes any and all prior oral or written negotiations, correspondence, understandings and agreements between the parties.

12.5 **Modifications.** All modifications to this Agreement shall be in writing and signed by both parties.

12.6 **Assignment.** This Agreement is not assignable by either Town or Employee.

12.7 **Claims Against Employee.** In the event of any claim or action against Employee arising from his actions within the course and scope of his employment with the Town, Town shall indemnify, defend and hold Employee harmless from said claim to the full extent provided by Title 1, Div. 3.6 of the California Government code or any successor legislation.

12.8 **Representation.** Employee acknowledges that although this Agreement has resulted from negotiations between the parties, the Town has retained its legal counsel to prepare the Agreement. The parties agree that the normal rule of construction against the drafting party shall not apply. Employee further acknowledges that the Town has advised him to seek the advice of his own attorney and accountant in connection with the signing of this Agreement. Employee further acknowledges that if he has not consulted with his own attorney or accountant, Employee has done so at his own choosing.

IN WITNESS WHEREOF, this Agreement shall be effective as of the day and year upon execution of both parties as indicated below.

Dated: 1-4-16

THE TOWN OF TIBURON:

By: Frank X. Doyle
Frank X. Doyle, Mayor

APPROVED AS TO FORM:

Benjamin L. Stock
Benjamin L. Stock
Town Attorney

EMPLOYEE:

Dated: 12-22-15

By: Gregory Chanis
Gregory Chanis, Employee