



TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council
 Wednesday, May 10, 2017
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028

REGULAR MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Councilmember Derwin, Councilmember Aalfs, Councilmember Wengert, Vice Mayor Richards and Mayor Hughes

ORAL COMMUNICATIONS

Persons wishing to address the Town Council on any subject may do so now. Please note however, that the Council is not able to undertake extended discussion or action tonight on items not on the agenda.

CONSENT AGENDA

The following items listed on the Consent Agenda are considered routine and approved by one roll call motion. The Mayor or any member of the Town Council or of the public may request that any item listed under the Consent Agenda be removed and action taken separately.

1. **Approval of Minutes** – Town Council Meeting of April 26, 2017 (3)
2. **Approval of Warrant List** – May 10, 2017 (21)
3. **Appointment by Mayor** – Member to the Cultural Arts Committee (30)
4. **Appointment by Mayor** – Member to the Parks & Recreation Committee (31)
5. **Recommendation by Sustainability and Special Projects Manager** – Adoption of a Resolution Allowing a (33) Rate Increase under the Franchise Agreement for Collection of Garbage, Recyclables and Compostable Materials between the Town of Portola Valley and GreenWaste Recovery, Inc.
 - (a) A Resolution of the Town Council of the Town of Portola Valley Allowing a Rate Increase Under the Franchise Agreement for Collection of Garbage, Recyclables and Compostable Materials Between the Town of Portola Valley and GreenWaste Recovery, Inc. (Resolution No. ___)
6. **Recommendation by Deputy Building Inspector** – Adoption of a Resolution Authorizing the Execution of a (42) Building Department Mutual Aid Agreement for Emergency and Disaster Events
 - (a) A Resolution of the Town Council of the Town of Portola Valley Authorizing the Execution of a Building Department Mutual Aid Agreement (Resolution No. ___)

REGULAR AGENDA

COMMITTEE REPORTS & REQUESTS

7. **Report from the Conservation Committee** – Committee Annual Report (58)
8. **Report from the Emergency Preparedness Committee** – Committee Annual Report (59)

PUBLIC HEARING

9. **PUBLIC HEARING – Recommendation by Planning Director** – First Reading of Ordinance – Clean-Up Text (60) Amendments to the Municipal Code Regarding Vending Machines, Basements and Scenic Corridor Setbacks
 - (a) First Reading, Waive Further Reading, and Introduce an Ordinance of the Town Council of the Town of Portola Valley Deleting Chapter 5.48 Regarding Vending Machines, Amending Section 18.04.065 Regarding Basements and Amending Chapter 18.58 Regarding Special Setback Lines (Ordinance No. __)
10. **PUBLIC HEARING – Recommendation by Planning Director** - First Reading of Ordinance with Amendments to (79) Accessory Dwelling Unit Ordinance
 - (a) First Reading, Waive Further Reading, and Introduce an Ordinance Amending Sections of Title 18 [Zoning] of the Portola Valley Municipal Code Relative to Second Units (Ordinance No. ___)

11. **Recommendation by Town Manager** – Extension of GreenWaste Recovery, Inc. Franchise Agreement for (143)
Collection of Garbage, Recyclables and Compostable Materials and the Creation of a Subcommittee of the Council to work with Staff on Garbage Contract-related Issues as needed
- (a) A Resolution of the Town Council of the Town of Portola Valley Extending the Franchise Agreement Between the Town of Portola Valley and GreenWaste Recovery, Inc. (Resolution No. __)
12. **Recommendation by Town Manager** – Fiscal Year 2017-18 Council Priorities (188)
13. **Discussion and Council Action** – Update Regarding Sanctuary Cities and Consideration of Amicus Participation (194)
14. **TOWN COUNCIL COMMUNICATIONS** – (197)
1. Appointment of Two Council Members to Liaison with Portola Valley School District
 2. Appointment of Voting Delegate and Alternate for the League of California Cities Annual Conference
15. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS** (202)
- Report by Town Council Members** – Brief announcements or reports on items of significance for the entire Town Council arising out of liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*
16. **TOWN MANAGER REPORT** (203)

WRITTEN COMMUNICATIONS

17. **Town Council Digest** – April 28, 2017 (204)
18. **Town Council Digest** – May 5, 2017 (223)

ADJOURNMENT

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 (650) 851-1700. 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 Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for appropriate action.

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 issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing(s).

PORTOLA VALLEY TOWN COUNCIL REGULAR MEETING NO. 947, APRIL 26, 2017

CALL TO ORDER AND ROLL CALL

Mayor Hughes called the Town Council's Regular meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Ms. Hanlon called the roll.

Present: Councilmembers Mary Ann Moise Derwin, Jeff Aalfs, and Ann Wengert; Vice Mayor John Richards; Mayor Craig Hughes.

Absent: None

Others: Jeremy Dennis, Town Manager
Leigh Prince, Town Attorney
Debbie Pedro, Planning Director
Sharon Hanlon, Town Clerk

ORAL COMMUNICATIONS

- (1) Presentation: Recognition of Service – Lieutenant Kristina Bell and Sergeant Todd Finato with San Mateo County Sheriff's Office.

Mayor Hughes described the careers of Lt. Kristina Bell and Sgt. Todd Finato of the San Mateo County Sheriff's Office and their service to Portola Valley. Mayor Hughes presented certificates to Lt. Bell and Sgt. Finato in recognition of their service to the Town of Portola Valley.

CONSENT AGENDA [7:05 p.m.]

- (2) Approval of Minutes: Town Council Regular Meeting of March 22, 2017. *[Removed from Consent Agenda.]*
- (3) Ratification of Warrant List: April 12, 2017, in the amount of \$137,331.82.
- (4) Ratification of Warrant List: April 26, 2017, in the amount of \$90,082.27.
- (5) Appointment by Mayor: Member to the Conservation Committee.
- (6) Appointment by Mayor: Member to the Nature & Science Committee.
- (7) Request from Trails & Paths Committee: Proposed Charter Amendment.
- (8) Recommendation by Town Manager: State Bills to Oppose. *[Removed from Consent Agenda.]*
- (9) Recommendation by Town Clerk: Adoption of Ordinance Amending Title 2 of the Portola Valley Municipal Code
 - (a) Second Reading, Waive Further Reading and Adopt an Ordinance of the Town Council of the Town of Portola Valley Amending Chapter 2.32 [General Municipal Elections] of Title 2 [Administration and Personnel] of the Portola Valley Municipal Code to Comply with Senate Bill 415 (Ordinance No. 2017-417)
- (10) Recommendation by Town Manager: Adoption of Ordinance Adding Chapter 9.02 [Public Safety Information] to Title 9 [Public Peace Morals and Welfare] of the Portola Valley Municipal Code

- (a) Second Reading, Waive Further Reading and Adopt an Ordinance of the Town Council of the Town of Portola Valley Adding Chapter 9.02 [Public Safety Information] to Title 9 [Public Peace Morals and Welfare] of the Portola Valley Municipal Code (Ordinance No. 2017-418)

Vice Mayor Richards moved to approve Items 3, 4, 5, 6, 7, 9, and 10 of the Consent Agenda. Seconded by Councilmember Aalfs, the motion carried 5-0, by roll call vote.

(2) Approval of Minutes: Town Council Regular Meeting of March 22, 2017. Councilmember Wengert moved to approve Item 2 as amended. Seconded by Councilmember Derwin, the motion carried 4-1. Vice Mayor John Richards abstained.

- (8) Recommendation by Town Manager: State Bills to Oppose.

Councilmember Derwin suggested explaining to the audience why SB 649 is being opposed.

Town Manager Dennis said SB 649 is a bill aimed to allow the installation of a number of small cell sites, which are wireless communication sites associated with smart phones. He said this bill would make changes to the Town's Zoning and process related to discretionary permits. He said this bill would allow the small cell sites to be allowed administratively without any input by design review, Councils, or otherwise. He said the support from the bill comes primarily from the telecommunications industry with social justice support as well. He said this bill strips away the Town's authority and power to maintain design control. Town Manager Dennis said the Town certainly wants to see reception improved, particularly from a public safety aspect, but they want to retain the ability to opine on design and location.

Councilmember Derwin moved to approve Item 8. Seconded by Councilmember Wengert, the motion carried 5-0.

REGULAR AGENDA

STAFF REPORTS AND RECOMMENDATIONS

- (11) Discussion – Conversation with Affiliated Housing Partners

Mayor Hughes introduced David Berg, President and CEO of Northern California Presbyterian Homes & Services (representing the Sequoias); Jean Snider, Stanford University Managing Director of Real Estate; and Tim Molak, Head of School at Woodside Priory School.

Town Manager Dennis said the Town Council identified housing as one of its priorities for this fiscal year. He said staff drafted and Council approved a Housing Strategic Plan in September 2016. As detailed in the staff report, Town Manager Dennis invited the three current members of the program to discuss with Council the following:

1. Has the Affiliated Housing Program been useful?
2. What experiences with the Program would be valuable for the Council to be aware of as they consider expanding it?
3. What changes to the Program would encourage further housing opportunities?
4. Do any of the current partners have future plans the Council should be aware of?

Jean Snider said the department she works in at Stanford is responsible for building housing for students and faculty. She introduced Jean McCown, Associate Vice President, Government and Community Relations, and John Donahoe, a Senior Planner who has studied the Stanford Wedge. Ms. Snider said

they appreciated the outreach and understand that Portola Valley has reached out to Stanford on several occasions about the property. She said mostly Stanford's response has been "not interested at this time." She said today, however, as housing has become so dire for everyone in this region, including affecting Stanford's attempts to recruit and retain faculty, they are beginning to look at all possibilities. She said they want to share what their needs are and how they relate to the Stanford Wedge site. She said the Housing Element referenced graduate student or faculty housing. She said they are trying to accommodate all student housing on campus now and are currently building a large graduate student housing project with 2,400 new beds; however, it is becoming more difficult to find housing for faculty. She said it is even more difficult because faculty wants small lot detached housing. She said they've been building homes of 2,000-2,500 square feet on lots of 5,000-10,000 square feet. She said the idea of clustering a community in a flatter area of the property is interesting to them. She said they need to understand what the Town's interests and objectives are with regard to the Stanford Wedge site. She said Stanford wants to work very collaboratively with the Town to come up with aligned interests.

Mayor Hughes called for questions for Ms. Snider.

Councilmember Wengert thanked everyone for meeting with the Council this evening. She asked if Stanford would be willing to consider single family homes in a clustered approach combined with some multi-family townhomes. Ms. Snider said that may be possible. She said there may be a contextual design that makes it feel almost like detached. She said they are experimenting with flats right now and not getting a huge faculty response.

Councilmember Aalfs asked, if the project was subdivided to 27 lots, if it would be subject to the subdivision ordinance and affordable housing provisions, which would require 15 percent to be affordable housing, Town Attorney Prince said it would.

Councilmember Derwin asked if they were suggesting only 27 units on an extremely large property. Ms. Snider said 27 would be for the individual lots and the developable area is only three acres. She said Stanford is not interested in just one or two homes, but when they think about three or four acres, they think it could accommodate approximately 15 to 25 individual lots.

Councilmember Derwin asked if there would any part of the development for Portola Valley. Ms. Snider said she would imagine there would be. She said for Stanford attached homes would not work, but they could see if there was an area that made sense for the Town. She said they are aware of the inclusionary housing ordinance, which works better for Stanford because they can't sell their land and rental would be the best for in the inclusionary piece. In response to Councilmember Derwin's question, Ms. Snider said Portola Valley would be able to have some rental units there.

Mayor Hughes called for questions from the public.

John Silver, Portola Road. Mr. Silver said he was on the Town Council when the parcel was down-zoned and later when it was identified as a potentially good site for an alternative housing style. He said they wanted to be sure that whatever happened there was consistent with preserving the beauty and natural feel of the Alpine Road and Scenic Corridor. He said his understanding was that this land was bequeathed to Stanford separate from the original endowment. He asked if it is a policy of the University not to sell any land or if that is a condition of the original grant. Ms. Snider said it is the policy of the University that all of the lands are treated as founding grant lands.

With no further questions from the public, Mayor Hughes invited discussion by the Council.

Councilmember Wengert said she has been actively inquiring with Stanford for many years and has discussed all of the possible affiliated housing opportunities. She said there have been a number of conversations over the years and obviously things have changed dramatically. She said while no one is happy about those changes, there are potentially good outcomes and she is very optimistic and positive about the prospect of further exploring the potential to come up with a mutually acceptable project that will

accommodate some of the concerns and issues Portola Valley has voiced regarding the need for housing. She thanked Ms. Snider for reaching out and starting the discussion in a new way.

Vice Mayor John Richards said he was encouraged by the positive approach. He said some of the questions that have been out there for quite a while have been answered. He said he would be very positive and supportive of moving forward.

Councilmember Aalfs said the affiliated housing program is different. He said this is being treated like a subdivision with inclusionary housing. He said with the Priory and the Sequoias, they are talking about housing that will keep local employees housed locally. He asked if the Town was more focused on local housing within Portola Valley or is it okay that it's housing for people who are near but not in Portola Valley.

Councilmember Derwin said her understanding is that this would be housing for Stanford faculty which she believes will be supported by the community. She asked if the housing would be restricted so that only employees of Stanford could live there. Town Attorney Prince said usually, for inclusionary affordable lots, there is a preference for people who either live or work in town. Mayor Hughes said the affiliated housing portion, which would probably be the majority of the housing built there, would be affiliated with Stanford. Councilmember Wengert said, without getting into the difference between affiliated and inclusionary, her perspective is that in addition to solving a housing issue for Stanford, it also provides the opportunity to have some additional units for people working in Portola Valley. Councilmember Aalfs said he assumed the majority of the lots would be market rate detached housing but there would be four or five affordable units at some level. He said he is not opposed with going forward, but his concern is defining affiliated and inclusionary and where those two meet. Mayor Hughes said he is supportive of affiliated housing developed for the Stanford staff, which will reduce the regional burden on traffic, etc.

Mayor Hughes said the Council is excited to see these plans develop and will be as helpful as possible.

David Berg, President and CEO of Northern California Presbyterian Homes & Services (representing the Sequoias). He said they operate three affordable housing projects for seniors, two in San Francisco and one in San Jose. He said they are currently developing a new continuing care retirement community in Walnut Creek, which should begin construction in spring 2018. He said they have experience with the development and operation of affordable housing for seniors, as well as experience with multi-family affordable housing development for staff. He said due to the other commitments of their organization, just by size and scale, it would be very difficult for them to develop their own workforce housing without some form of subsidy during the development and operational phase. He said in terms of affiliated housing, they would need to seek out other kinds of financial support in order to make something happen. He said due to an agreement with the Mid-Peninsula Open Space District, the amount of acreage they can redevelop on the site is limited. He added that due to the seismic sensitivity of the area, the construction costs would likely be increased. He said for those reasons they have not studied in detail workforce housing on-site. He said his HR Department gathered data regarding their workforce and found that 86% percent live in Redwood City, East Palo Alto, Sunnyvale and San Jose. He said it would be easier to recruit if they could offer housing. He said the scale of a project and the number of units makes a big difference on how it functions. He said if there were another location in the area that they could collaborate on, he would be interested in discussing it.

Mayor Hughes called for questions for Mr. Berg.

Councilmember Wengert asked Mr. Berg if he had any idea about what available acreage they might have for affiliated housing, given the seismic constraints and the Mid-Peninsula Open Space District agreements, and putting aside the scale issue. Mr. Berg said there are four acres that include a height limit and a seismic issue.

Mayor Hughes invited public questions. Hearing none, he thanked Mr. Berg for his input and invited him to come talk to the Town if he saw any opportunities in the future.

Tim Molak, Head of School at Woodside Priory School, introduced Carter Warr of CJW Architecture. He said Mr. Warr had worked on their housing plan on the last set of houses they built in 2003, seven attached units. He said they currently have approximately 115 residents that live on campus full time during the year. He said their 2005 master plan included a goal of 29 units so they are looking at an additional 10 or 11. He described the currently existing units and the discussions they are having regarding additional housing. He said they are trying to figure out a way to adapt the Fromherz house and add housing at a cost that could still offer rents affordable to faculty and staff. He said there are great benefits to living on campus but there are also some staff that do not want to live where they work. He said the Priory has also been looking at creating an investment group for the school of current parents that would give money to invest in property outside of the area, potentially within a 30-minute radius. He said they have a subcommittee looking at both options – building new units on-site and the investment group to help with building housing offsite.

Mayor Hughes called for questions from the Council.

Councilmember Derwin asked Mr. Molak how they handled parking. Mr. Molak said the housing is broken up between academic and housing and every housing unit has two parking spaces.

Councilmember Aalfs asked if The Priory built out the rest of the units, how close they would be to having equilibrium in the sense of needing more housing of that nature. Mr. Molak said the survey they keep running indicates they need 8 to 12, to retain as well as attract staff. He said no one has moved in the last four years but this year there will be some movement. Councilmember Derwin said she has never heard a complaint from neighbors about this affordable housing development.

Councilmember Wengert asked Mr. Molak which of the options he thought would be most likely. Mr. Molak said the investment group option is interesting because it could be immediate housing. He said the downside could be that wherever they live is their school district, but they may want that. He said they are leaning a little more with that option because of the high cost of building new units on-site.

Mr. Warr said one of the significant impediments beyond the land is the cost, the process, the time it takes, and the infrastructure required to create relative low-density housing. He said the process is hindered by not having the property zoned for this, and constantly being forced to come back to the Commissions because it's open-ended. He said the donors and the team don't really feel that they know what they can do or if it's affordable. He shared a sketch of an idea they had about the Fromherz property. He suggested the Council could provide more than verbal support of their effort and actually make some changes to the General Plan so that the General Plan doesn't have to be relived every time they want to do something, and also help out with the infrastructure – increasing water lines, utilities on and off site, etc. He said those issues impede their option of building on-site because of the need for driveways, garages, upgrades to utilities, potential CEQA issues, traffic, etc. He said the high priority housing effort was supposed to make the process easier, faster, and less expensive. He said the second option of investing in housing out of Town doesn't address the in-Town problem.

Mayor Hughes asked Mr. Molak if they actually used all 24 of the parking spaces for the 12 units. Mr. Molak said residents usually have at least two cars because some have teenagers who drive. He said usually only one resident works on campus so they may have two cars, but they don't drive.

Councilmember Derwin asked Mr. Warr what change to the General Plan would help. He said making it so they wouldn't have to change the General Plan or update their Conditional Use Permit in order to establish some new design. He said most of the Conditional Use Permits are very specific to a design or footprint, and it makes it hard for an organization to plan ahead and be able to adapt to changing needs. He said, for example, talking about the size and arrangement of units is a struggle, both on how to keep them affordable He said it would make more sense in trying to adapt if there was a process more like PDUs where you're guaranteed 120 days for approval.

Councilmember Wengert asked if it was approached as a clustered housing project, a separate PUD of sorts, would be a way to achieve some of what Mr. Warr was suggesting. Mayor Hughes suggested a

site-local process, separate from the master Use Permit. Councilmember Wengert asked Town Attorney Prince if, absent a change to the General Plan, it would be possible to do that under the property's current CUP. Town Attorney Prince said she would need to look more closely at the CUP and the land depicted on the sketch and how it all relates, but said it is certainly something that can be explored. She said the General Plan is a very broad brush stroke and does not get to the granular level. She said Mr. Warr is talking more about zoning regulations. She said she will look into all of those things and report back.

Mr. Warr it has always been troubling to him that the entire acreage of The Priory continues to be residentially zoned with one-acre zoning restrictions. He said it's not dissimilar to the part of Stanford Wedge that is zoned for two-acre minimum. Councilmember Wengert said when the General Plan was put together, that was not an issue. Mr. Warr said he understands that, but when the General Plan was put together The Priory was already here. He said the General Plan recognizes it but the zoning ordinance and zoning map do not.

Councilmember Derwin said if the Council was going to be talking about housing, they should walk the talk and help people, because these are the only people in Town who are actually providing a diversity of housing.

Mayor Hughes invited comments from the public.

Dave Brett, Woodside Priory Board of Trustee member, Head of the Building and Grounds Committee. Mr. Brett said the problem they're having in trying to figure out how to build affordable housing is that it's not affordable. He said he had not had the opportunity to discuss this with Mr. Warr prior to tonight's meeting, but said his hope was to keep the Fromherz house and extend upon that to create condo or apartment-style units. He said while Mr. Warr has shared a nice village layout, the reality is they need to be looking at higher density housing – condo or apartment style housing. He said that is the only way to make it affordable. He said the plan Mr. Warr shared would cost \$700,000 to \$800,000 per unit to build. He said the other key that makes the site desirable is the infrastructure that can tie into the existing infrastructure. He said they are not there yet and will need to present another plan, but said that is the direction they need to go in order to provide affordable housing.

Councilmember Wengert asked Mr. Brett if he felt the plan being presented today does not achieve the goal. Mr. Brett said the buildings designated as A do not, but the cluster designated as B somewhat achieves the goal. He said what he wanted to do was extend off of Fromherz and build a linear facility for very dense housing. He said, however, as a neighbor and he may not want to see that, but he thinks it could be done very tastefully. Mayor Hughes said while it is different from what's there, it may not be that different from what is effectively seen up the hill with continuous and larger buildings. He said it is not unprecedented that there would be structures like that in Town in that area.

Jon Silver, Portola Road. Mr. Silver thanked The Priory for being such a wonderful part of the community. He said it is very important to preserve the Fromherz House, an important part of California history. He said more affordable housing that's done right has a lower impact on the environment than unaffordable luxury housing. He said that part of getting community support is having the public know there will be the same exhaustive Portola Valley process regarding design, land use, service to community needs and the Priory needs. He said the public gets frightened if they feel like they are not part of the process.

With no other public comment, Mayor Hughes invited further discussion or comments by the Council.

Councilmember Derwin asked why the Portola Valley School District has never been a partner. She said there is a big push in San Mateo County for workforce teacher housing. Town Manager Dennis said he is not fully aware of the history, but moving forward staff was very interested in hearing tonight's commentary relating to the expansion of the program, which provides them with further ability to go out and have those conversations. He said in his day-to-day role, as he talks to people at the school district and other places, every institution in one way or another is thinking about how to house their employees. He said there are further conversations to be had with those people to see if they could fit into a program like this or something similar.

Town Attorney Prince said she received an email from the Town Councils Office to all City Attorneys to discuss this very issue as a group. She said they will probably get together in the next several months to have conversations about it.

Councilmember Derwin was supportive of building condos on The Priory property. Mayor Hughes agreed and said he was open to entertaining whatever suggestions any of the participants here tonight might bring to them, even if it doesn't fit within the current rules and would require some modification to do something that makes sense. Councilmember Wengert said she agreed and was sorry The Priory had left the meeting and could not hear the Council input. She said while The Priory haven't yet settled in internally on their preferred plan, the Town should be open and receptive to considering whatever they bring and helping to make that happen. Vice Mayor John Richards it must be understood that it will be a process.

(12) Discussion and Council Action – ASCC Recommendations on Design Guidelines and Home Security Measures

Planning Director Debbie Pedro explained that, following the home invasion robberies and burglaries that occurred in Town, some residents have provided feedback to staff that the current Town rules did not support certain home security options. She presented the staff report and slide show detailing the ASCC recommendations that were developed following their three study sessions.

Mayor Hughes called for questions for staff.

Councilmember Aalfs asked how many Neighborhood Watch programs currently exist and how many are anticipated. Planning Director Pedro said there are currently 13. Town Manager Dennis said more are forming and there could be upwards of 24 but they may come and go over time.

Councilmember Wengert asked how many people use signs on their private property now for Neighborhood Watch, alarm systems, etc. Planning Director Pedro said she didn't know the exact number of Neighborhood Watch signs placed on private property, but they have seen an increase of "no trespassing" type signs, which are not prohibited. She said they have advised homeowners as a rule of thumb to limit the size of the signs to approximately 18" x 24".

In response to Council questions regarding the number of signs desired, Planning Director Pedro said there would be at least 13, but it would depend on the boundary of the Neighborhood Watch neighborhoods. She said there was not a specific proposal about whether they wanted them at boundaries or also at intersections. Town Manager Dennis said it's a tough number to guesstimate and there are parts of Town that will not have Neighborhood Watch programs. He said there is still a lot of energy around the programs, but they are now seeing second meetings occurring that have fewer attendees. He said he would predict that most of the Neighborhood Watch programs would want signs.

Councilmember Derwin asked if there was any hard data on the effectiveness of these signs. Town Manager Dennis said there is no research that he is aware of related to the effectiveness of signage; however, there is an abundance of research related to the effectiveness of the programs themselves. In response to Councilmember Derwin's question, Town Manager Dennis said he was not aware if Piedmont or Tiburon regulated the signs. He said typically, in more suburban communities, there is much less regulation regarding that kind of signage. Councilmember Derwin asked if residents could place these signs on metal posts on their own private property. Town Manager Dennis said it is allowed per the current interpretation of the rules.

Mayor Hughes asked regarding the flexibility of changing the rules around where people can post signs on their own property. He said there was a suggestion that if the signs are allowed in the public right of way, they might be more restrictive on private property so there weren't lots of signs in both places. Town Attorney Prince said she would look into that further, but generally a sign is a form of speech and the Town has the flexibility to put parameters around size and location, but not content.

Mayor Hughes invited public comment.

John Murray, Antonio Court. Mr. Murray said he has organized four different blocks of the Neighborhood Watch program. He said the stop sign at the intersection at Adair and Sausal is a perfect place for the sign that would cover all 60 households. He said his group agreed that one sign is preferable. He said if they cannot put a sign on the stop sign, then he would put one 10 feet away on his property outside of the right of way, but feels that's sign pollution and less palatable than if the sign was right below the stop sign. He said he was unaware there could be a prohibition on signs and would think that the free speech issue should be considered. He said his group prefers the blue sign.

Jon Silver, Portola Road. Mr. Silver said while the Town should limit visual pollution, it is important for these people who are setting up these Neighborhood Watch groups to be able to put signs up in the right of way where they make the most sense, and they should also be allowed to put signs up on their own property.

Tom Moran, Hillbrook Drive, block captain on Hillbrook Drive. Mr. Moran said there was a lot of enthusiasm when they set up their Neighborhood Watch but they were flabbergasted to learn about the regulations that did not allow the signs. He said they reached out to all of the block captains and two-thirds responded in favor of signs, as detailed in the petition attached to the staff report.

Arthur Jonath, Golden Oak Drive. Mr. Jonath is part of his Neighborhood Watch group. He said that seeing signage in the right of ways looks institutionalized and feels like it indicates a crime area and lowers the worth of their property. He clarified that he was not talking about dollar value but worth in the heart and mind. He said he prefers minimizing the signs. He said we should do our job as citizens and walk around the neighborhood and pay more attention of our surroundings.

Renee Courington, Creek Park Drive, block captain. Ms. Courington her group wants a sign. She said the police have advised them they are likely to get hit because of the easy access in and out. They want a sign at the beginning and end of their street on private property or the right of way.

An unidentified resident introduced herself as a block captain on Golden Oak. She said her group is in favor of signs and said individual signs on private property were initially encouraged. She said she prefers the larger signs because the individual signs will likely drop off because participation in the program is declining somewhat. She said there don't have to be a lot of them and it could be decided based on the neighborhood.

Karen Vahtra said if the Town could organize the signs in some sort of systematic way at reasonable intervals it would look much cleaner than haphazard signs on personal property.

An unidentified resident said he is co-block captain. He said the Neighborhood Watch programs are essentially putting new foundations of community engagement in the neighborhoods. He said the signs are recognition of that community building.

He said the community building is a valuable byproduct of the Neighborhood Watch programs. He said he'd rather call themselves neighborhood coordinators. He said building the social cohesiveness of the neighborhood is the most important thing.

Ragni Pasturel, Palmer Lane, block captain on Palmer. Ms. Pasturel said this program has brought her neighborhood together. They are talking about having meetings and block parties, something that hasn't happened in the 16 years she's lived there. She said having a sign puts the stamp on them being a community of neighbors and she thinks it's very important. She would rather the signs be consistent throughout Town.

With no further public comment, Mayor Hughes thanked everyone for attending the meeting tonight and for being involved in the Neighborhood Watch programs. He said it is a very positive thing that a lot of

neighbors are talking to each other, getting to know what's going on, and getting to know each other. Mayor Hughes brought the issue back to the Council for discussion.

The Council addressed the following four recommendations:

1. Direct staff to begin a comprehensive update of the Outdoor Lighting Ordinance.
2. Direct staff to amend the Design Guidelines as it relates to motion sensor lights.
3. Direct staff to prepare an Outdoor Lighting Frequently Asked Questions (FAQ).
4. Provide direction on the implementation of the Neighborhood Watch Sign Program.
5. Make no changes to landscaping guidelines.

Councilmember Aalfs was supportive of Recommendations 1, 2, 3, and 5. He said the Energy Code has a lot of language on outdoor lighting and controllers and is moving in the direction of motion sensors and timed shut-offs. He said overhauling the Design Guidelines will result in good solutions with dark sky friendly appliances on well-installed and well-commissioned timers.

Councilmember Derwin asked Karen Vahtra if the dark-sky motion detector lights would work with cameras. Mayor Hughes said most of them were infrared sensitive. Ms. Vahtra they have not had time to research that fully.

Councilmember Wengert was supportive of Recommendations 1, 2, 3, and 5. She said she was originally skeptical of the motion sensor lights because they used to be floodlights, but with the down shielding they are moving in the right direction.

Vice Mayor John Richards was supportive of Recommendations 1, 2, 3, and 5, as long as it was made very clear that the floodlights are still not acceptable.

Mayor Hughes was supportive of Recommendations 1, 2, 3, and 5. He said one of the dark sky compliant items said lights in the blue spectrum are discouraged. He said LEDs are very blue unless they are coated. He said it might be added as part of the FAQ a recommendation to make selections more toward the warm end of the LED rather than the standard blue LED.

The Council discussed Recommendation #4: Provide direction on the implementation of the Neighborhood Watch Sign Program.

Councilmember Aalfs was supportive of having signs in the right of ways. He agreed that having the signs in the neighborhoods made more sense than putting them at the ALPRs, both to remind intruders but also to remind the residents that they are part of a Neighborhood Watch. He said that will provide the opportunity to work with the block captains to come up with a good design solution to get a minimum number of signs to achieve the purpose, combined with friendly persuasion against private property signs to minimize clutter.

Councilmember Derwin said it is a good problem to have because it means there are a lot of Neighborhood Watch programs. She said she sympathized with the frustration of the Neighborhood Watch people who want to mark their territory and feel good about what they've done, but she also agrees that when she goes into neighborhoods in other cities that have those signs, she immediately thinks it's a high crime area. Her second thought upon seeing the signs is that the neighbors are organized. She said she could possibly support 10 signs, but 40 is excessive and will materially change the experience of traveling through Portola Valley. She would like to have an idea of how many signs could be installed.

Mayor Hughes asked how many areas do not have Neighborhood Watch groups. Town Manager Dennis said there would probably be parts of the Westridge area, the Highlands and the Corte Madera Hills neighborhood that did not have Neighborhood Watch groups. Mayor Hughes said since a large part of the Town is covered, maybe there could be a set number of signs that are distributed evenly through Town.

Councilmember Wengert said she fully respects all of the work the Neighborhood Watch people have done and understands why they want signs. She said the community building part of it is a terrific outcome of all of this. She said she is concerned about having areas in Town where Neighborhood Watch is very prominent and others where it is not. She said the inconsistency is difficult to reconcile, not wanting it to be interpreted that they don't care about some neighborhoods. She agreed with Mayor Hughes about placing signs in locations to get the majority of the ingress/egress in Town, and not just at ALPRs, but she does not know if that is 20 or 50 signs.

Mayor Hughes said as time passes the borders of the Neighborhood Watch zones may change and fluctuate, so a more holistic approach may be more practical than periodically removing, adding, or moving signs.

Town Manager Dennis said he understands the frustration but has to provide feedback based on the current Town rules. He said it is essentially an encroachment permit on the public right of way and there is a process for that. Town Attorney Prince said there are a lot of issues that need to be looked at, but her gut response to these ideas is that the Town has aesthetic control over how many signs populate the right of way. She suggested possibly creating some parameters around the number of encroachment permits allowed and their geographic location, possibly with term limits. She said staff can research this further, look at best practices for other communities, and bring that information back to the Council for further discussion.

Vice Mayor John Richards said the comment "institutional nature" resonated with him. He does not like the look of any of the sign options and said they are anonymous, horrible signs that do nothing for community building. He said the sample signs make it appear that some neighborhoods have big crime problems and he would hate to see them proliferate all over Town. He said if these signs reminded people to go to meetings, that would be great, but he doesn't think they do that. He said has heard no evidence that the signs do anything to diminish crime. He said the effort of organizing the neighborhoods is really the core of the whole thing. He said a unique sign for each neighborhood would make a lot more sense in that regard.

Councilmember Derwin supported unique neighborhood signs that have a more rustic feel and much less institutional in design, but would still want a limit on how many signs would be allowed. Councilmember Wengert said the Town doesn't want to manage the Neighborhood Watch groups because they will come and go. She agreed the sample signs were ugly but would be supportive of individual unique neighborhood signs.

Planning Director Pedro said staff has not yet developed a program on how to deal with requests. She said the thought was for a Neighborhood Watch group to come to the Town, submit an encroachment permit, and the Town would then be responsible for producing and installing the sign. She said custom signs will be more complex, but with guidance on things such as sign size and color schemes they can develop acceptable signs for the Neighborhood Watch program.

Mayor Hughes asked the public in attendance to comment on the suggestion of more rural, customized signs.

Mr. Murray said there are already hundreds of signs for video cameras, etc. He liked the idea of having signs similar to the Alpine Hills sign. He said if they need a beta group, they'd be happy to test it out. He agreed with dissuading residents from individual signs.

Karen Vahtra said she likes the idea of unique signs and there will be less if they are put in the right of ways, focusing on the areas just off the main road.

Mr. Moran said unique signs weren't a bad idea and suggested getting rid of the text and just having the eye or some other symbol would provide all the information needed.

Town Manager Dennis reminded the Council that a couple of months ago, in the priority setting process for the next fiscal year, an item that had some interest was resident resiliency and continuing Neighborhood Watch, Emergency Preparedness, block parties, and other community and neighborhood building efforts.

Councilmember Derwin said the Backyard Habitat signs were lovely and they could design Neighborhood Watch signs that are just as lovely.

The Council directed staff to meet with the Neighborhood Watch Coordinator and block captains to create examples of appropriate signage and potential installation locations within Town. Mayor Hughes suggested the discussion be open to all neighborhoods, not just those involved in Neighborhood Watch. Town Manager Dennis said he will set up meetings and put together some examples to present to Council at a near future date.

(13) Recommendation by Town Manager – Communications Audit

Town Manager Dennis relayed the regrets of Laura Teutschel, of LT & Associates, that due to a longstanding personal commitment, she could not attend tonight's meeting.

Town Manager Dennis said that improving communications was identified as a priority for this current fiscal year. He said in an attempt to understand what issues the Town faces around communicating with its residents, he asked LT & Associates to perform a communication audit, as detailed in the staff report.

Mayor Hughes called for question from the Council.

Councilmember Derwin asked, with regard to Challenge #4 and recommendation #1, why identity was questionable. She said the Town's identity is evident in the General Plan that drives the Town's ordinances, building codes, and guidelines. She said there are 15 volunteer committees and two Commissions as confirmation of the volunteerism in Town. She said she believes the Town's identity is formed by the core values of volunteerism, conservation of resources, and preservation of open space, and it has been true for more than 50 years. She said it is also evident in the natural beauty that has been maintained, drawing hikers and bikers to Town every weekend. She said the Town's strong identity is evidenced by the facts that the Town wrote the book on slope density; preaches that buildings are to be subservient to the land; built the very first LEED Platinum municipal campus (the Town Center) in the country; and was the first group solar buy. She asked Town Manager Dennis if he was proposing the Town creates a new identity. Town Manager Dennis apologized if that aspect was misunderstood. He said the identity is clear but he is not sure it is promoted in a way that residents necessarily always connect with. He said pushing out that identity and infusing it into the communication tools in a way where people can understand it immediately and can feel it as part of what and how something is being said. He said he does not endorse nor does he suggest the need to develop a new identity in any way, but to promote the current identity and connect it to how the Town communicates about what they do. He said, as an example, it is one thing to push out information regarding a code or ordinance change, and it's another thing to describe it in a way that connects it back to who we are and why that's important, why the Council makes the choices they make. He said he is interested in direction on what information they're putting out that connects them back to the core ethos of the Town. He said if there is a lot of time spent talking about rodenticides, for example, it may be communicated in a different way than other items may be communicated. He said he thinks the identity is clear, but he's not sure that most people know it and thinks it can be better infused into communication. Councilmember Derwin said she did not agree.

Councilmember Derwin said, with regard to recommendation #3, that the Council and Mayor used to be much more prominently placed at the Town picnic and the Blues & Barbecue events. She said there used to be a paper newsletter with a Mayor's letter and stories about people and staff. She said last year the Councilmembers sat in front of Robert's Market and at the Farmer's Market with the Sheriffs. She asked if that was the sort of thing Town Manager Dennis was suggesting. Town Manager Dennis said that would

be one element. He said the public hears from the Councilmembers typically at Council meetings and that's it – there are no other mechanisms of communication.

Councilmember Aalfs said when PCE put together their press release for Portola Valley that could also have been the Council's press release. He said that is the kind of thing that ties back to remind people of the Town's ethos. He agrees that the Council does not do as much to promote that as they could.

Councilmember Derwin said she thinks they have done more. She said when she was Mayor she was there with the press when they put in the charging stations. She asked Town Manager Dennis if that's the kind of thing he was referring to. Town Manager Dennis said he was not talking just about events, but generally more visibility, which could be physical visibility or online presence or through a newsletter. He said he's been to 15 Neighborhood Watch meetings. He said that would be a wonderful place for a Councilmember to visit. Councilmember Derwin said Town Manager Dennis's comment was unfair because they've never been invited to Neighborhood Watch meetings.

Councilmember Derwin asked if the auditor only talked to the seven stakeholders listed regarding Committee Chair feedback. Town Manager Dennis said the auditor offered to meet with any of the chairs and those were the chairs that accepted.

Councilmember Derwin said she took offense at the finding that "Councilmembers are perceived as being disengaged from community events and communication initiatives" and "Perception of reacting versus proactive engagement exists." She said she does not know how much more engaged she could be. She said she is very proactive and is not reactive. She said she could provide a very long list of everything she has worked on and pushed through in the 12 years she's been on the Council remarking, "This is my life as a public official and I'm really proud of it. Please do not say that I'm disengaged. She said that despite her son, Carlie, dying in a fiery car crash just steps from the schoolhouse, she did not miss one single Council meeting last year.

Councilmember Derwin asked if Woodside had a staff communications or contract person. Town Manager Dennis said they do not have a full-time communications person on staff, but there is someone that does something part-time. He said they do not contract out to anyone. Mayor Hughes asked if other Towns similar to Portola Valley had communications staffing. Town Manager Dennis said it is handled similarly to Portola Valley in other towns and the desire is to have it more coordinated here.

Councilmember Derwin asked for clarification regarding the statement "an inability to set proper expectations with the community." Town Manager Dennis said an example of that would be not having the tools to share information about initiatives, projects, things the Town is doing. He said the first knowledge staff has that someone has heard about something is on PV Forum and control on the content of that has already been lost, so the reaction is to someone's perception instead of having a tool that people can go to and know where to get factual information. He said the website does not function in that way right now.

In response to Councilmember Derwin's question, Town Manager Dennis said staff was not recommending that the use of banners be eliminated.

Councilmember Derwin's asked which direct mail pieces the auditors looked at to arrive at the conclusion they were not effective. Town Manager Dennis said they did not look at specific mail, but staff described a half a dozen examples over the years.

Regarding the suggestion for use of professional photographs taken of Portola Valley for use throughout the Town's website, Councilmember Derwin asked if they were talking about people or places. Town Manager Dennis said it would depend on what works for a particular page. Councilmember Derwin asked if the reference to professional photographs meant the auditors did not like the currently existing photographs. Town Manager Dennis said that was not the feedback he received but there are photos on the website that are not of the quality to match a professional, government-run website. Councilmember

Derwin said she really likes some of the local photographers, such as Susan Thomas, Virginia Bacon, and Sheldon Breiner, and she would hate to lose that quality by going with a professional. Mayor Hughes said he thinks it means a professional feel rather than a professional photographer. Councilmember Derwin said she doesn't want a professional feel. Town Manager Dennis said he did not interpret it as spending money on a professional photographer. She said the Town is not perfect, not corporate, and not professional and she loves the charming, unprofessional photos.

Councilmember Derwin asked for explanation of the recommendation to cut down on the amount of text on the website and use more images. She said that was dumbing it down. She said text, content, and explaining who we are and what's going on, is important to her. She said so many other websites are just bullet points and she loves that Portola Valley's website has stories.

Councilmember Derwin asked, regarding the recommendation to utilize video to make the site content more engaging, who would make the videos. Town Manager Dennis said staff would make them. They would be how-to videos, for example, a description of how to realize a service in Town, a particular event, or how to fill out permits. Mayor Hughes said everybody learns things from YouTube now. Vice Mayor John Richards said Peninsula Clean Energy is about to put out a video about how to read the bill because they are confusing and the video will make more sense than putting text on a website.

Councilmember Derwin said, although she's not against it, the Accela service will be a double-edge sword because staff may get quite a few requests someone will have to deal with all of that. She asked who would manage it. Town Manager Dennis says staff currently manages it. He said they expect there will be an increase but don't see it as an issue.

Regarding de-emphasizing the use of PV Forum as a tool for reactive engagement, Councilmember Derwin asked if it would be posted and explained to the community that staff is no longer going to be posting except to push information out. Town Manager Dennis said he has already done that.

With no further questions from the Council, Mayor Hughes invited public comment.

Mayor Hughes brought the item back to the Council for discussion.

Councilmember Wengert said she tried to synthesize the information provided in the audit down to the topline issues. She said the first and foremost, from her perspective, was having a medium for communicating more directly, which is probably Facebook. She said that's where all the current and topical information can be pushed out. Councilmember Derwin pointed out that young people don't use Facebook as much but said it may be the most appropriate for this Town. Councilmember Wengert said the website has a different role being a municipal website with a lot of content. She said it could potentially benefit from some how-to videos, with the need based on requests for instruction. She said some of the comments in the audit were overreaching because she did not think there was enough research to support them, such as how they function as a community because she thinks it actually functions very well.

Councilmember Aalfs said a citizen is much more likely to meet an ASCC member or Planning Commissioner than a Councilmember and many citizens do not know who the Councilmembers are. He said while the Councilmembers are certainly engaged, he thinks this is referring to being engaged with the residents. He said the residents don't show up to Council meetings, and the Councilmembers could be doing more to put themselves out in the public eye. He agreed that the Town needs a very tech-savvy Communications position on staff. He said it is helpful to have press releases and talking points.

Councilmember Wengert said what Councilmember Aalfs did with the Clean Energy was a good example of how the Council can communicate. She said she could be more out there as issues come up with aircraft issues. She said the new communications person can advise on the most effective communication mediums.

Vice Mayor John Richards said there are a lot of opportunities for the Council to be more visible to the community. He said most people aren't concerned about the day-to-day things the Council does, but there are some things that gets people's attention and the Council should be able to communicate ahead of time.

Councilmember Wengert said she does not think the Forum is broken. She said it is not the Council's communication medium but it works well for the community and serves its purpose. Councilmember Aalfs said the Town does not control it and he liked that they get to see what people think. Vice Mayor John Richards said if the Town had better media, they could put links to things on the Forum. Councilmember Wengert said the Council should not try to control or manage the Forum. Vice Mayor John Richards said he the intent was that the Council not respond and engage on the Forum. Mayor Hughes said is it is fine to offer the Town's website as a tool to communicate, but at the same time there are 2,800 people on the PV Forum and that's how they talk to each other. He said he doesn't think the Council should deliberately step out of that environment and not engage. Councilmember Aalfs said they can follow the Forum and if something comes up and somebody starts flaming the Town for something untrue, they Town can provide a link to the Town's media that states the facts.

Town Manager Dennis said as a practical reality, staff currently sits on PV Forum to immediately respond to any comments directed to staff. He said they stop what they're doing to prepare an answer. He said it is easy to have an expectation that anytime anybody says anything about the Town, the Town will respond and engage, which is unproductive. He said there is not the same modicum of control related to how that information is going to be put out, it is just putting out fires. He is comfortable letting residents flame on the Town on their own blogs. He said that in the City of Palo Alto there were 20 or 30 active blogs complaining about the Town. They didn't respond to any of it and made it clear that those people should talk to the City for an answer. He said he's responded more than once on PV Forum advising people to come talk to staff, particularly during the ALPR discussions. He said multiple posters asked him, by name, for his opinion. He said the expectation is that the Town will communicate on a variety of issues on PV Forum and it is entirely inappropriate for staff to comment in that medium. He said there is an opportunity to push out information on PV Forum, but responding to people is a slippery slope. He said he wants to be protective of his staff who spend way too much time worried about what they should say on PV Forum. He said he thinks PV Forum is a wonderful place for the community to have those conversations, he's just not sure the Town should be inserting themselves into the middle of it. Councilmember Aalfs said when he weighed in on PV Forum for PCE, mostly to try to correct misinformation, he tried to be fact based and analytical, and he got mostly positive comments, so he sees the value of sometimes doing that, especially when it's correcting misinformation. He said it is the closest thing the Town has to a Town Square and he hesitates to not respond at all. Mayor Hughes agreed. He said if we did have a Town Square where 2,800 people were there on a regular basis having discussions amongst themselves about community issues, it would be very strange if the Town did not participate in those meetings. He said there needs to be an appropriate engagement with PV Forum and not be five different staff members spending a substantial amount of time on it. He said a communications point person could figure out what that strategy should be. He said he does not think the right strategy is disengagement or even just occasionally advising people to go to the Town website for information. He said the PV Forum is a valuable place to have discussions to engage with the community beyond having public meetings where they can come talk if they happen to be available at 7:00 p.m. on a Thursday. He said it provides exactly what they're looking for, which is a form in which the Town can better communicate with the constituents. He said sometimes it's informing the residents and sometimes it's hearing something they want to say, but a lot of times it's a discussion. He said the PV Forum is the best tool they have right now where a large number of residents engage with each other in community discussions, but it needs to be done appropriately and in way that does not spend a lot of unnecessary time.

Town Attorney Prince said the public's opportunity to comment is here at the Council meetings and she would hesitate to create an expectation that the Councilmembers are checking the forums, paying attention, and deliberating. She said if the comments are not submitted directly to the Council as part of an agenda item, there should not be the expectation that those comments are being considered. She said the Brown Act requires that the Council be very careful on forums. She said one member can respond to

a comment to correct information, but there should not be a collective concurrence developed outside of a meeting. Mayor Hughes said he was thinking about it more from the Town staff point of view, where there is more freedom to have some of that engagement.

Councilmember Wengert said there has always been a fine line about how much the Town staff should respond. She said the clearly egregious misinformation is easy to correct, but the debating based on differing opinion sets should be avoided because many of those kinds of issues flame out quickly anyway. She said she is sympathetic to the staff's point about having to drop what they're doing to respond to the PV Forum.

Town Manager Dennis said one of the advantages of a tool like Accela is that it provides a mechanism to receive communication from residents on particular issues and they know they'll get a response. He said sometimes staff misses things on the Forum and setting that expectation of immediate response is a delicate balancing act. He said he thinks that's why the auditor suggested limiting the engagement on the Forum. He said they were not suggesting having no presence, which is not practical, but to not get into debates. Town Manager Dennis said the proactive nature that is inherent in this – spending more time producing and putting into the public square content that the Town wants people to react to, and also providing them with tools so they can get a hold of staff immediately on the issues that are really important to them – will mitigate some of these others things that pulls staff away from their core duties.

Mayor Hughes said he understands the difficulty it can cause for staff with constant interruption of their core work. He said, however, the identity of the Town is that we are very direct and not bureaucratic. He does not want there to be a communications director through whom all conversation must be directed. He wants residents to be able to directly interface with staff. He said the Town can do a better job of training staff and finding the appropriate balance, but having an authentic connection to a staff member who is actually working on a project and has done all the research and knows what they're talking about is preferable to having to go through a communications director, creating a chain of communication that doesn't have the same feel. He said it is less filtering in both directions because then staff is also more informed hearing directly from the resident or press person.

Town Manager Dennis said the direction he's given staff is that when a member of the press calls, come find him, so it is already being somewhat centralized in that sense. He said that won't change with having a new person. He said residents just walk down the hall, come into his office and say hello, and that won't change at all, which is one of the wonderful things about working here. He said having someone with a set of responsibilities around communications can help the departments with what they're trying to do.

In response to Councilmember Derwin's question, Town Manager Dennis said the communications person would work with the committees to promote their events.

Vice Mayor John Richards said the one good use of the communications person's talents would be to push out the information to new people moving into Town and building. In response to Councilmember Derwin question, Vice Mayor John Richards said the Town currently does have a packet for new residents, but it does not appear to be effective. Town Manager Dennis said he has been working on a new system for that – new residents first get a welcome letter and then they get a packet describing community involvement information and the Town ethos, etc.

The Council agreed that there are design and navigation issues with the website but that it should remain content rich with text. Town Manager Dennis said as a government agency website, the residents need to have access to codes and permit information, for example, but currently the pages tend to start with lengthy descriptions of some process that is not necessary at the front end on the main page.

The Council was in agreement with trying out Accela. Town Manager Dennis said he uses it regularly living in Redwood City. He said, for example, they parked on the street but the curb was so high his wife couldn't get out of the car. He took a photograph, send it through their website, they acknowledged receipt immediately, and the following day he got a message that they sent out a crew, two days later they responded and closed out the situation. He said he liked the fact there was a process. He said the

Town currently gets that sort of thing through emails or phone calls or walk-ins, so being able to centralize it will be good. He said staff is fully aware it will increase participation, but that is exactly the point.

The Council agreed an added communications position would be helpful.

The Council agreed that there should be no changes to the use of PV Forum. They agreed that the Town should have a social media account. They said the new communications coordinator could provide advice on that later.

(14) COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

Councilmember Aalfs – Attended Trails & Paths Committee meeting. He said they had tried an experiment to not spray pre-emergent and post-emergent weed killer on trails around Town, but due to the excessive rain there are a lot of weeds and Public Works is mowing to try to keep them under control. The Committee's consensus was to stay the course and keep on with this experiment. Councilmember Aalfs said that Portola Valley continues to have the highest PCE opt-out rate in San Mateo County, at 3.9 percent compared to the County rate at 1.3 percent. He said most of the feedback they receive is from the opt-outs, and the most common is a general dislike for being opted in to a government-run program.

Councilmember Derwin – Attended a short ASCC meeting where they discussed a lot merger in Blue Oaks. She and Town Manager Dennis met with Bill Youstra to discuss the school district, teacher housing, and affordable housing. She attended a Grand Boulevard Initiative Meeting regarding Santa Clara County and San Mateo County housing and CalTrans' California State Bicycle and Pedestrian Plan. Councilmember Derwin and Councilmember Wengert attended a women's mixer for elected officials from Santa Clara County and San Mateo County, held at Facebook, organized by Menlo Park City Councilmember Cat Carlton, where they heard a speech by Anna Eshoo. Councilmember Derwin attended a Planning Commission meeting to discuss the Accessory Dwelling Unit ordinance, and another Planning Commission meeting where they discussed a lot merger and the Hallett store. Councilmember Derwin attended the C/CAG retreat held on April 13. She attended the Donor Fund Subcommittee meeting. She attended the Sustainability and Environmental Resources Meeting where they debriefed from the garden tour, prepared for the Earth Fair, talked about committee goals, and saw a presentation by Councilmember Aalfs on Peninsula Clean Energy. She attended a C/CAG admin meeting with Town Manager Dennis to plan the agenda for the next C/CAG meeting. She said Town Manager Dennis and Pat Martel, City Manager of Daly City, now represent the City Managers. She attended a HEART Board Meeting where they discussed the fundraising committee. She said there will be an event on May 11 in Devil's Canyon she will attend. She and Town Manager Dennis attended the Progress Seminar.

Councilmember Wengert – Attended the San Francisco Airport Roundtable meeting held on April 5 where they discussed the current inactivity and non-responsiveness of the FAA relative to all of the initiative work done last year. She said the FAA representative attended and said they had no information on the process or timeline. Councilmember Wengert will be working on the Work Program subcommittee in an effort to make sure they have an arrivals group formed to take it beyond the current scope of this group. Councilmember Wengert attended the Ad-Hoc Housing Committee meeting where staff did a great job providing a lot of information on the various properties. She said the list has been winnowed down to five.

Vice Mayor Richards – Attended an Emergency Preparedness Committee meeting. He attended a San Mateo County Office of Emergency Services meeting, where they discussed the mutual aid agreement for building departments, and the Skylon Tower, trying to get 100,000 subscribers of SMC Alert by January. They also discussed the 2017 storms, which caused a total of \$38 million damage in the County. He attended the Conservation Committee meeting held on April 25 where they discussed the Bayland foxes that all died of canine distemper. He said they also expressed concern about the lack of planting at the end of the Priory track, the invasive non-natives recently planted in the Town Center planter boxes, and the condition of Spring Down. He said when they planted the native garden at the Town Center, they put name plates by a lot of the plants and all but two are missing.

Mayor Hughes – Mayor Hughes received a report from Planning Director Pedro on residential housing data since 2006 and he created a spreadsheet showing the percentage of allowable floor area used under the MFA calculations. He said the median houses, including basements, have basically been the same over the 10 years, the bigger homes are a little bigger, and there's been a dramatic drop in the size of the smaller homes. He said the smallest house every year has gone from a five-year average of 78 to 80 percent of the MFA down to 60 percent. He attended the opening of Priory Field with Town Manager Dennis. He also attended the Bicycle, Pedestrian and Traffic Safety Committee meeting held on April 5. He reported that Loni Singer was there to talk about street crossings and traffic safety in general, Leslie Latham was stepping down from the Committee, and shoulder widening would be starting in June.

(15) Town Manager Report – Town Manager Dennis reported that he and Planning Director Pedro have completed their follow-up meetings with Commissioners, stemming from the joint session of the ASCC and Planning Commission. He said the feedback they got was that the members of both Commissions feel more empowered and able to make findings and speak the language of their roles. He met with Eric Hartwig, Portola Valley School District Superintendent, regarding facility planning and housing possibilities. Town Manager Dennis shared the Town's process at looking at property and Mr. Hartwig agreed to rethink it and talk with some of his Superintendents. Town Manager Dennis had lunch with the General Manager of West Bay Sanitary District. He said he heard the Herb Dengler exhibition was very well attended with more than 100 people. Town Manager Dennis said he has attended 13 Neighborhood Watch Meetings and has another one tomorrow night. He said there has been trail sign vandalism. He said they are considering gates at Toyon and Arroyo to keep bicycles out. He reported that the Sheriff's Office decided to have a separate contract with the subcontractor for the installation of the ALPRs. A member of the Emergency Preparedness Committee donated a trailer to the Town for emergency backup use. He met with a subcommittee of the Ad-Hoc Committee on Town-Owned Property yesterday.

WRITTEN COMMUNICATIONS

(16) Town Council Digest – March 24, 2017

#4 – Flyer – Portola Valley Eco-Friendly Garden Tour – Sunday, April 2, 2017. Vice Mayor John Richards participated and had 73 visitors to his home.

(17) Town Council Digest – March 31, 2017

None.

(18) Town Council Digest – April 7, 2017

#6 – Flyer – Woodside/Portola Valley Earth Fair 2017 – Saturday, April 22, 2017. Councilmember Aalfs attended. He said 290 tickets were sold.

(19) Town Council Digest – April 14, 2017

#6 – Invitation – Council of Cities Dinner Meeting – Friday, April 28, 2017. Councilmembers Wengert and Richards will attend the April Council of Cities dinner meeting in Redwood City.

(20) Town Council Digest – April 21, 2017

None.

ADJOURNMENT [11:09 p.m.]

Mayor Hughes adjourned the meeting.

Mayor

Town Clerk

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 1

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

ANIMAL DAMAGE MGMT INC	April Pest Control	18574	05/10/2017	
			05/10/2017	
16170 VINEYARD BLVD. #150	804		05/10/2017	0.00
MORGAN HILL	BOA	51559	05/10/2017	0.00
CA 95037	98135			295.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	172.50	0.00
05-66-4342	Landscape Supplies & Services	122.50	0.00

Check No.	51559	Total:	295.00
Total for	ANIMAL DAMAGE MGMT INC		295.00

AT&T (2)	April MW	18547	05/10/2017	
			05/10/2017	
P.O. BOX 5025	877		05/10/2017	0.00
CAROL STREAM	BOA	51560	05/10/2017	0.00
IL 60197-5025				66.99

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	66.99	0.00

Check No.	51560	Total:	66.99
Total for	AT&T (2)		66.99

BAIRD+DRISKELL COMMUNITY PLAN	Consultant Svcs, Affordable Housing - 21 Elements	18577	05/10/2017	
			05/10/2017	
6641 VISTA DEL MAR	1446		05/10/2017	0.00
PLAYA DEL REY	BOA	51561	05/10/2017	0.00
CA 90293	21_ELEM_Invoice_April_28_2017			1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4214	Miscellaneous Consultants	1,000.00	0.00

Check No.	51561	Total:	1,000.00
Total for	BAIRD+DRISKELL COMMUNITY PL		1,000.00

CAL-WEST INC	Lighted Crosswalk Repairs	18573	05/10/2017	
		00006449	05/10/2017	
P.O. BOX 612035	1364		05/10/2017	0.00
SAN JOSE	BOA	51562	05/10/2017	0.00
CA 95161-2035	170362			1,890.91

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4260	Public Road Surface & Drainage	1,890.91	1,890.91

Check No.	51562	Total:	1,890.91
Total for	CAL-WEST INC		1,890.91

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 2

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
CITY OF REDWOOD CITY	Dinner/Mtg, Richards	18548	05/10/2017	
ATTN: Melissa Thurman			05/10/2017	
	638		05/10/2017	0.00
REDWOOD CITY	BOA	51563	05/10/2017	0.00
CA 94063				50.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4327	Educ/Train: Council & Commissn	50.00	0.00

Check No.	51563	Total:	50.00
Total for	CITY OF REDWOOD CITY		50.00

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
COMCAST	WiFi, 4/21/17 - 5/20/17	18549	05/10/2017	
			05/10/2017	
P.O. BOX 34744	0045		05/10/2017	0.00
SEATTLE	BOA	51564	05/10/2017	0.00
WA 98124-1227				45.71

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	45.71	0.00

Check No.	51564	Total:	45.71
Total for	COMCAST		45.71

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
COPYMAT	SOD Blitz Mailer	18550	05/10/2017	
			05/10/2017	
240 HARBOR BLVD	0046		05/10/2017	0.00
BELMONT	BOA	51565	05/10/2017	0.00
CA 94002	2195			299.94

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4310	Town Publications	299.94	0.00

Check No.	51565	Total:	299.94
Total for	COPYMAT		299.94

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
COTTON SHIRES & ASSOC. INC.	March /April Applicant Charges	18568	05/10/2017	
			05/10/2017	
330 VILLAGE LANE	0047		05/10/2017	0.00
LOS GATOS	BOA	51566	05/10/2017	0.00
CA 95030-7218				8,641.79

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4190	Geoloqist - Charges to Appls	8,641.79	0.00

Check No.	51566	Total:	8,641.79
Total for	COTTON SHIRES & ASSOC. INC.		8,641.79

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
CSG CONSULTANTS INC	Bldg Insp Svc, 2/25/17-3/31/17	18566	05/10/2017	
			05/10/2017	
550 PILGRIM DRIVE	622		05/10/2017	0.00
FOSTER CITY	BOA	51567	05/10/2017	0.00
CA 94404	11684			1,140.00

GL Number	Description	Invoice Amount	Amount Relieved
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INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 3

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

05-50-4062	Temp Bldg Inspection		1,140.00	0.00
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Check No.	51567	Total:	1,140.00
Total for	CSG CONSULTANTS INC		1,140.00

FEDEX	Shipping Charges	18551	05/10/2017	
			05/10/2017	
P.O. BOX 7221	0066		05/10/2017	0.00
PASADENA	BOA	51568	05/10/2017	0.00
CA 91109-7321	5-777-76104			49.37

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	49.37	0.00

Check No.	51568	Total:	49.37
Total for	FEDEX		49.37

HAWTHORNS PRESERVATION TRUST	Deposit Refund, Event 2/16/17	18552	05/10/2017	
FOUNDATION			05/10/2017	
3130 ALPINE RD. SUITE 228 #109	0679		05/10/2017	0.00
PORTOLA VALLEY	BOA	51569	05/10/2017	0.00
CA 94028				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2561	Community Hall Deposits	1,000.00	0.00

Check No.	51569	Total:	1,000.00
Total for	HAWTHORNS PRESERVATION TR		1,000.00

KENNETH HIRSCH	Deposit Refund, 1305 Westridge	18553	05/10/2017	
			05/10/2017	
1305 WESTRIDGE DRIVE	0680		05/10/2017	0.00
PORTOLA VALLEY	BOA	51570	05/10/2017	0.00
CA 94028				3,533.56

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	3,533.56	0.00

Check No.	51570	Total:	3,533.56
Total for	KENNETH HIRSCH		3,533.56

INFINITE THREADS EMBROIDERY	Safety Work Shirts/Jackets	18575	05/10/2017	
			05/10/2017	
P.O. BOX 3615	1014		05/10/2017	0.00
REDWOOD CITY	BOA	51571	05/10/2017	0.00
CA 94064	1436			277.05

GL Number	Description	Invoice Amount	Amount Relieved
05-60-4267	Tools & Equipment	277.05	0.00

INFINITE THREADS EMBROIDERY	Safety Work Shirts, Bixby	18576	05/10/2017	
			05/10/2017	
P.O. BOX 3615	1014		05/10/2017	0.00
REDWOOD CITY	BOA	51571	05/10/2017	0.00
CA 94064	1501			60.25

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 4

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

GL Number	Description	Invoice Amount	Amount Relieved
05-60-4267	Tools & Equipment	60.25	0.00

Check No.	51571	Total:	337.30
Total for	INFINITE THREADS EMBROIDERY		337.30

BRITNEY KING	Instructor Fees, Spring 2017	18567	05/10/2017	
			05/10/2017	
4068A 26TH STREET	0380		05/10/2017	0.00
SAN FRANCISCO	BOA	51572	05/10/2017	0.00
CA 94131				7,567.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	7,567.00	0.00

Check No.	51572	Total:	7,567.00
Total for	BRITNEY KING		7,567.00

KORFHAGE CONSTRUCTION	Refund Deposit, 85 Hillbrook	18554	05/10/2017	
			05/10/2017	
7613 CRESTMONT AVENUE	0681		05/10/2017	0.00
NEWARK	BOA	51573	05/10/2017	0.00
CA 94560				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	1,000.00	0.00

Check No.	51573	Total:	1,000.00
Total for	KORFHAGE CONSTRUCTION		1,000.00

KUTZMANN & ASSOCIATES	April Plan Check	18570	05/10/2017	
			05/10/2017	
39355 CALIFORNIA STREET	0090		05/10/2017	0.00
FREMONT	BOA	51574	05/10/2017	0.00
CA 94538				25,426.51

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4200	Plan Check Services	25,426.51	0.00

Check No.	51574	Total:	25,426.51
Total for	KUTZMANN & ASSOCIATES		25,426.51

LEGACY ROOFING & WATERPROOFING	Deposit Refund, 518 Cresta Vis	18555	05/10/2017	
			05/10/2017	
1698 ROGERS AVE, SUITE 10	1421		05/10/2017	0.00
SAN JOSE	BOA	51575	05/10/2017	0.00
CA 95112				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	1,000.00	0.00

Check No.	51575	Total:	1,000.00
Total for	LEGACY ROOFING & WATERPROOFING		1,000.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 5

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

NOLTE ASSOCIATES, INC. NV5	Applicant Charges, 2/26/17 - 3/31/17	18569	05/10/2017	
			05/10/2017	
P.O. BOX 93243	0104		05/10/2017	0.00
LAS VEGAS	BOA	51576	05/10/2017	0.00
NV 89193-3243	63187			8,280.50

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4194	Engineer - Charges to Appls	8,280.50	0.00

Check No.	51576	Total:	8,280.50
Total for	NOLTE ASSOCIATES, INC. NV5		8,280.50

O. NELSON & SON, INC.	Base Rock on ROW	18572	05/10/2017	
			05/10/2017	
3345 TRIPP ROAD	634		05/10/2017	0.00
WOODSIDE	BOA	51577	05/10/2017	0.00
CA 94062	192			352.67

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4260	Public Road Surface & Drainage	352.67	0.00

Check No.	51577	Total:	352.67
Total for	O. NELSON & SON, INC.		352.67

PACIFIC THERX	Deposit Refund, Event 5/7/17	18556	05/10/2017	
			05/10/2017	
108 PORTOLA ROAD	1215		05/10/2017	0.00
PORTOLA VALLEY	BOA	51578	05/10/2017	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	51578	Total:	100.00
Total for	PACIFIC THERX		100.00

PLATINUM FACILITY SERVICES	April Janitorial	18571	05/10/2017	
			05/10/2017	
1530 OAKLAND RD., #150	402		05/10/2017	0.00
SAN JOSE	BOA	51579	05/10/2017	0.00
CA 95112	27858			2,987.51

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	722.01	0.00
05-66-4344	Janitorial Services	1,487.65	0.00
25-66-4344	Janitorial Services	777.85	0.00

Check No.	51579	Total:	2,987.51
Total for	PLATINUM FACILITY SERVICES		2,987.51

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 6

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

RAMONA'S SECRETARIAL SERVICES	March/April Transcriptions	18557	05/10/2017	
			05/10/2017	
18403 WATTERS DRIVE	1370		05/10/2017	0.00
CASTRO VALLEY	BOA	51580	05/10/2017	0.00
CA 94546	5943, 5945			3,512.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4188	Transcription Services	3,512.00	0.00

Check No.	51580	Total:	3,512.00
Total for	RAMONA'S SECRETARIAL SERVIC		3,512.00

ROTO-ROOTER PLUMBERS	Repair/Clear Sewer Back-up	18578	05/10/2017	
		00006456	05/10/2017	
5672 COLLECTION CENTER DR	360		05/10/2017	0.00
CHICAGO	BOA	51581	05/10/2017	0.00
IL 60693	19319499732			524.00

GL Number	Description	Invoice Amount	Amount Relieved
25-66-4346	Mechanical Sys Maint & Repair	524.00	524.00

ROTO-ROOTER PLUMBERS	Sewer Main Flush Out	18579	05/10/2017	
		00006457	05/10/2017	
5672 COLLECTION CENTER DR	360		05/10/2017	0.00
CHICAGO	BOA	51581	05/10/2017	0.00
IL 60693	19319514987			675.00

GL Number	Description	Invoice Amount	Amount Relieved
25-66-4346	Mechanical Sys Maint & Repair	675.00	675.00

ROTO-ROOTER PLUMBERS	Sub Station, Sewer Line Repair	18580	05/10/2017	
		00006455	05/10/2017	
5672 COLLECTION CENTER DR	360		05/10/2017	0.00
CHICAGO	BOA	51581	05/10/2017	0.00
IL 60693	19319510623			524.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	524.00	524.00

Check No.	51581	Total:	1,723.00
Total for	ROTO-ROOTER PLUMBERS		1,723.00

SAN MATEO SHERIFF	4th Qtr Law Enforcement	18558	05/10/2017	
OFFICE OF EMERGENCY SERVICES			05/10/2017	
400 COUNTY CENTER	0119		05/10/2017	0.00
REDWOOD CITY	BOA	51582	05/10/2017	0.00
CA 94063-0978	10739			248,016.25

GL Number	Description	Invoice Amount	Amount Relieved
05-62-4282	San Mateo County Sheriff's Ofc	178,248.50	0.00
05-62-4284	COPS Addl Traffic Patrols	69,767.75	0.00

Check No.	51582	Total:	248,016.25
Total for	SAN MATEO SHERIFF		248,016.25

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 7

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

SHARP BUSINESS SYSTEMS	March Copies	18559	05/10/2017	
			05/10/2017	
DEPT. LA 21510	0199		05/10/2017	0.00
PASADENA	BOA	51583	05/10/2017	0.00
CA 91185-1510	C940500-541			477.86

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	477.86	0.00

Check No.	51583	Total:	477.86
Total for	SHARP BUSINESS SYSTEMS		477.86

SHELTON ROOFING	Deposit Refund, 333 Westridge	18560	05/10/2017	
			05/10/2017	
1988 LEGHORN ST., #C	0309		05/10/2017	0.00
MOUNTAIN VIEW	BOA	51584	05/10/2017	0.00
CA 94043				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	1,000.00	0.00

Check No.	51584	Total:	1,000.00
Total for	SHELTON ROOFING		1,000.00

STANDARD INSURANCE CO.	April Ltd/Life Premium	18561	05/10/2017	
			05/10/2017	
PO BOX 5676	0469		05/10/2017	0.00
PORTLAND	BOA	51585	05/10/2017	0.00
OR 97228				397.21

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4091	Long Term Disability Insurance	397.21	0.00

Check No.	51585	Total:	397.21
Total for	STANDARD INSURANCE CO.		397.21

SHELLY SWEENEY	Instructor Fees, Spring 2017	18562	05/10/2017	
			05/10/2017	
285 GRANDVIEW DRIVE	407		05/10/2017	0.00
WOODSIDE	BOA	51586	05/10/2017	0.00
CA 94062				2,112.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	2,112.00	0.00

Check No.	51586	Total:	2,112.00
Total for	SHELLY SWEENEY		2,112.00

TYLER TECHNOLOGIES INC	EnerGov Permit Tracking Software, FINAL PMT	18563	05/10/2017	
			05/10/2017	
P.O. BOX 203556	0240		05/10/2017	0.00
DALLAS	BOA	51587	05/10/2017	0.00
TX 75247-8142				6,758.00

GL Number	Description	Invoice Amount	Amount Relieved
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INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

05/10/17

Date: 05/03/2017

Time: 4:52 pm

Page: 8

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

05-68-4539	Permit Tracking Software		6,758.00	0.00
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Check No.	51587	Total:	6,758.00
Total for	TYLER TECHNOLOGIES INC		6,758.00

WESTRIDGE ARCHITECTURAL	2016 Annual Assessment	18564	05/10/2017	
C/O WALLI FINCH, TREASURER			05/10/2017	
C/O WALLI FINCH	388		05/10/2017	0.00
PORTOLA VALLEY	BOA	51588	05/10/2017	0.00
CA 94028				180.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	180.00	0.00

Check No.	51588	Total:	180.00
Total for	WESTRIDGE ARCHITECTURAL		180.00

WOODSIDE FIRE PROTECTION DISTR	CERPP Coordinator, Jan-Mar '17	18565	05/10/2017	
			05/10/2017	
3111 WOODSIDE ROAD	709		05/10/2017	0.00
WOODSIDE	BOA	51589	05/10/2017	0.00
CA 94062	110_PV			3,336.68

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4333	Fire Prevention	3,336.68	0.00

Check No.	51589	Total:	3,336.68
Total for	WOODSIDE FIRE PROTECTION DI		3,336.68

Total Invoices:	34	Grand Total:	332,577.76
		Less Credit Memos:	0.00
		Net Total:	332,577.76
		Less Hand Check Total:	0.00
		Outstanding Invoice Total:	332,577.76

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
May 10, 2017

Claims totaling \$332,577.76 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date _____

Jeremy Dennis, Treasurer

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) _____

Sharon Hanlon, Town Clerk

Mayor

Form Name: Committee Application
Date & Time: 03/12/2017 10:05 AM
Response #: 47
Submitter ID: 3216

Time to complete: 3 min. , 44 sec.

Survey Details

Page 1

Committee applications are submitted to Portola Valley's Town Clerk, Sharon Hanlon. Please feel free to forward a letter of interest or resume with your application as well. Sharon can be reached at (650) 851-1700 ex210, or you may email her at shanlon@portolavalley.net.

Name of committee which I am interested in serving on (please note that only committees currently seeking volunteers are listed):

(o) Cultural Arts

Applicant Information

Full Name	Kyle Graham
Email Address	
Street Address	1009 Portola Road
City/Zip	Portola Valley 94028
Number of years in Portola Valley	Six
Cell Phone	
Home Phone	
Other Phone	Not answered

Preferred Phone Contact Number

(o) Cell

I prefer to receive Town communications via

(o) E-mail (recommended)

Please state why you have an interest in this committee, and state any background or experience you may have that may be useful in your service to this committee.

I would enjoy working with others to bring speakers to Portola Valley to discuss topics of interest in the arts and sciences with members of the community. I am a former professor with some experience in adult and youth education.

Do you have any personal or financial interest that could be perceived by others as a conflict of interest relative to your service on the committee? If so, please describe.

None.

TIME COMMITMENT: Generally committees meet monthly and require a significant time commitment and participation at regular meetings. Please consider this level of commitment when evaluating your interest in serving on one of the Town's Committees.

Form Name: Committee Application

Date & Time: 04/25/2017 10:12 AM

Response #: 49

Submitter ID: 3350

Time to complete: 33 min. , 19 sec.

Survey Details

Page 1

Committee applications are submitted to Portola Valley's Town Clerk, Sharon Hanlon. Please feel free to forward a letter of interest or resume with your application as well. Sharon can be reached at (650) 851-1700 ex210, or you may email her at shanlon@portolavalley.net.

Name of committee which I am interested in serving on (please note that only committees currently seeking volunteers are listed):

(o) Parks & Recreation

Applicant Information

Full Name	Jack Wiefels
Email Address	
Street Address	45 Bear Gulch Dr.
City/Zip	Portola Valley, CA 94028
Number of years in Portola Valley	18
Cell Phone	
Home Phone	
Other Phone	Not answered
Emergency Preparedness	Not answered

Preferred Phone Contact Number

(o) Cell

I prefer to receive Town communications via

(o) E-mail (recommended)

Please state why you have an interest in this committee, and state any background or experience you may have that may be useful in your service to this committee.

I've had the privilege to call Portola Valley my home since I was 5. As a young adult member of the community, I want to represent the interests and perspective of my peers, while still upholding the values that make Portola Valley a special place to live. Young people have the opportunity to make frequent use of the town's parks and recreational facilities. Many of my favorite memories from my childhood stem from my friends and I biking and walking along the town's trails, or playing basketball at the town center. As technology encompasses more of our world, I want to work to foster a lifelong interest in the outdoors for the town's next generation -- developing this appreciation early helps young people, and thus the broader community as a whole. I am passionate about this position, and can transfer my advocacy experience on the Executive Board of Northwestern University's Alumni Giving Association to help drive interest for the outdoors.

Do you have any personal or financial interest that could be perceived by others as a conflict of interest relative to your service on the committee? If so, please describe. Page 32

I don't have any conflicts of interest.

TIME COMMITMENT: Generally committees meet monthly and require a significant time commitment and participation at regular meetings. Please consider this level of commitment when evaluating your interest in serving on one of the Town's Committees.



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Brandi de Garreaux, Sustainability & Special Projects Manager

DATE: May 10, 2017

RE: Adoption of a Resolution Allowing a Rate Increase under the Franchise Agreement for Collection of Garbage, Recyclables and Compostable Materials Between the Town of Portola Valley and GreenWaste Recovery, Inc.

RECOMMENDATION

Staff recommends that the Town Council adopt the attached Resolution (Attachment 1) allowing a rate increase under the franchise agreement for collection of garbage, recyclables and compostable materials between the Town of Portola Valley and GreenWaste Recovery, Inc.

BACKGROUND

On May 14, 2008, the Town Council adopted a Resolution approving a franchise agreement with GreenWaste Recovery, Inc. for garbage, recyclables and compostable materials collection. The term of the agreement is from July 1, 2008 through June 30, 2018, and includes an annual rate adjustment effective July 1st of each year of the agreement.

Section 14.02 of the agreement states: "Contractor's Rates to Services Recipients shall be adjusted annually to adjust for the increased or decreased cost of living, by 100% of the change in the 'Consumer Price Index for All Items' for the San Francisco Bay Area. Rate of adjustment will be based on increases or decreases during the prior calendar year, but will apply to the following Town fiscal year (July 1 to June 30) to allow time to receive the indices, compute the necessary adjustment and have the Town Council approve the new rate prior to the billing cycle."

DISCUSSION

The attached indices (Attachment 2) from the Bureau of Labor Statistics provide the figures used to calculate the change in the Consumer Price Index (CPI) from 2015 to 2016, which is outlined in the table below.

Calendar Year	Consumer Price Index (CPI)
2016	269.483
2015	260.289
Difference	9.194

Per the franchise agreement, GreenWaste is requesting their allowed rate increase of 3.53%, based upon the change in the CPI between calendar years 2015 and 2016 ($9.194/260.289 = 3.53\%$). If approved by the Council, the rate increase would go into effect on July 1, 2017. The proposed (Attachment 3) and current (Attachment 4) rate schedules are provided for comparison purposes.

ATTACHMENT

1. Resolution
2. Consumer Price Index
3. Proposed Rate Schedule – Exhibit “A”
4. Current Rate Schedule

Approved by: Jeremy Dennis, Town Manager



RESOLUTION NO. _____-2017

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY ALLOWING A RATE INCREASE UNDER THE FRANCHISE AGREEMENT FOR COLLECTION OF GARBAGE, RECYCLABLES AND COMPOSTABLE MATERIALS BETWEEN THE TOWN OF PORTOLA VALLEY AND GREENWASTE RECOVERY, INC.

WHEREAS, the Town Council of the Town of Portola Valley has entered into a franchise agreement with GreenWaste Recovery, Inc. (GreenWaste) for the provision of garbage, recyclables and yard trimmings collection services; and

WHEREAS, pursuant to the Agreement, GreenWaste is entitled to annual service rate adjustments to reflect the change in the Consumer Price Index.

NOW, THEREFORE, the Town Council of the Town does RESOLVE as follows:

1. Public interest and convenience require the Town of Portola Valley to increase the service rates by 3.53%, as set forth in Exhibit "A".
2. The Town of Portola Valley hereby approves the rate increase described in Exhibit A, attached hereto and incorporated herein, and directs the new rates be implemented for the entirety of fiscal year 2017-2018, beginning with the 1st quarter billing cycle.

PASSED AND ADOPTED this 10th day of May, 2017.

By: _____
Mayor

ATTEST:


Town Clerk

GreenWaste Recovery Inc Town of Portola Valley Annual Rate Adjustment Effective: July 1, 2017 CUURA422SAO	Consumer Price Index All Items - CPI (U) SF Bay Area
Dec, 2016 Index	269.483
Dec, 2015 Index	260.289
Difference	9.194
Adjustment Percentage	3.53%

Databases, Tables & Calculators by Subject

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Data extracted on: April 18, 2017 (10:29:40 PM)

CPI-All Urban Consumers (Current Series)

Series Id: CUURA422SA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-San Jose, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-San Jose, CA

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2007		213.688		215.842		216.123		216.240		217.949		218.485	216.048	214.736	217.361
2008		219.612		222.074		225.181		225.411		225.824		218.528	222.767	221.730	223.804
2009		222.166		223.854		225.692		225.801		226.051		224.239	224.395	223.305	225.484
2010		226.145		227.697		228.110		227.954		228.107		227.658	227.469	226.994	227.944
2011		229.981		234.121		233.646		234.608		235.331		234.327	233.390	232.082	234.698
2012		236.880		238.985		239.806		241.170		242.834		239.533	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626													

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www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Attachment 3 Exhibit "A"

Town of Portola Valley - Service Rates Effective July 1, 2017 Collection of Garbage, Recyclables and Yard Trimmings

Form 5A. Cost Proposal: Weekly Residential Garbage, Recyclables and Yard Trimmings Collection. **3.53% Increase**

Distance	Mini-Can	1 Can	2 Cans	3 Cans	4 Cans
0' - 10'	\$18.72	\$29.97	\$59.92	\$89.90	\$119.90
10' - 25'	\$20.43	\$32.71	\$65.43	\$98.12	\$130.79
25' - 100'	\$22.16	\$35.45	\$70.90	\$106.34	\$141.76
100' - 200'	\$23.85	\$38.19	\$76.36	\$114.54	\$152.70
200' - 300'	\$25.56	\$40.92	\$81.82	\$122.74	\$163.64
300' - 400'	\$27.60	\$43.67	\$87.29	\$130.93	\$174.59
400' - 500'	\$29.32	\$46.36	\$92.74	\$139.12	\$185.52

Rates above include unlimited collection of yard trimmings and recyclables

The following rates are to be charged in addition to the monthly rates Proposed above:

each additional can service	\$29.97
each additional 100' distance	\$7.82
fee for opening locked gates	\$0.00

Special Collection Charges (each time requested)

Freon containing items	\$46.89
TV sets & Computer Monitors	\$23.39
other special items	\$31.73 per yard
all other bulky items	\$46.89
used motor oil and filters	incl.

Town of Portola Valley - Service Rates Effective July 1, 2017
Collection of Garbage, Recyclables and Yard Trimmings

Form 6. Cost Proposal: Commercial Garbage Collection Service
3.53% Increase

Collection Frequency	Bin Charges						
	.5 cubic yard*	1 cubic yard	2 cubic yards	3 cubic yards	4 cubic yards	6 cubic yards	8 cubic yards
One per week	\$70.36	\$126.22	\$181.49	\$242.18	\$303.63	\$353.18	\$456.14
Two per week	\$94.84	\$207.53	\$302.88	\$424.23	\$546.40	\$646.80	\$847.64
Three per week	\$119.33	\$292.45	\$424.23	\$606.28	\$789.09	\$944.81	\$1,239.22
Four per week	\$143.80	\$380.99	\$545.61	\$788.35	\$1,031.84	\$1,234.10	\$1,633.82
Five per week	\$168.25	\$473.20	\$666.98	\$970.41	\$1,274.61	\$1,527.74	\$2,022.26
Six per week	\$192.74	\$569.11	\$788.35	\$1,153.11	\$1,517.39	\$1,821.41	\$2,413.77

*optional service level: .5 CY = approximately (1) 96-gallon wheeled cart service.

Collection Frequency	Push Distance Charges (in increments of feet)						
	0' - 10'	11'- 25'	26'-50'	51'-100'	101'-200'	201'-300'	301'-400'
One per week	Included	\$42.21	\$46.89	\$54.54	\$62.82	\$75.41	\$87.99
Two per week	Included	\$84.38	\$93.78	\$109.98	\$125.72	\$150.86	\$175.97
Three per week	Included	\$126.61	\$140.68	\$164.99	\$188.54	\$226.27	\$263.95
Four per week	Included	\$168.82	\$187.56	\$219.96	\$251.39	\$301.68	\$351.97
Five per week	Included	\$211.01	\$234.45	\$274.97	\$314.24	\$377.11	\$439.94
Six per week	Included	\$253.19	\$281.32	\$329.94	\$377.11	\$452.52	\$527.95

Additional service charges:

fee for opening a locked gate	\$0.00
fee for bin cleaning	\$38.21
fees for other services **	N/A

**Town of Portola Valley - Service Rates Effective July 1, 2016
Collection of Garbage, Recyclables and Yard Trimmings**

**Form 5A. Cost Proposal: Weekly Residential Garbage, Recyclables and Yard Trimmings
Collection. 3.18% Increase**

Distance	Mini-Can	1 Can	2 Cans	3 Cans	4 Cans
0' - 10'	\$18.08	\$28.95	\$57.88	\$86.83	\$115.81
10' - 25'	\$19.73	\$31.59	\$63.20	\$94.77	\$126.33
25' - 100'	\$21.40	\$34.24	\$68.48	\$102.71	\$136.92
100' - 200'	\$23.04	\$36.89	\$73.75	\$110.63	\$147.49
200' - 300'	\$24.69	\$39.52	\$79.03	\$118.55	\$158.06
300' - 400'	\$26.66	\$42.18	\$84.31	\$126.46	\$168.63
400' - 500'	\$28.32	\$44.78	\$89.58	\$134.37	\$179.19

Rates above include unlimited collection of yard trimmings and recyclables

The following rates are to be charged in addition to the monthly rates Proposed above:

each additional can service	\$28.95
each additional 100' distance	\$7.55
fee for opening locked gates	\$0.00

Special Collection Charges (each time requested)

Freon containing items	\$45.29
TV sets & Computer Monitors	\$22.59
other special items	\$30.65 per yard
all other bulky items	\$45.29
used motor oil and filters	incl.

Town of Portola Valley - Service Rates Effective July 1, 2016
Collection of Garbage, Recyclables and Yard Trimmings

Form 6. Cost Proposal: Commercial Garbage Collection Service
3.18% Increase

Collection Frequency	Bin Charges						
	.5 cubic yard*	1 cubic yard	2 cubic yards	3 cubic yards	4 cubic yards	6 cubic yards	8 cubic yards
One per week	\$67.96	\$121.91	\$175.30	\$233.92	\$293.27	\$341.13	\$440.58
Two per week	\$91.60	\$200.45	\$292.55	\$409.76	\$527.76	\$624.73	\$818.72
Three per week	\$115.26	\$282.47	\$409.76	\$585.60	\$762.17	\$912.58	\$1,196.94
Four per week	\$138.89	\$367.99	\$527.00	\$761.45	\$996.64	\$1,192.00	\$1,578.08
Five per week	\$162.51	\$457.06	\$644.22	\$937.30	\$1,231.12	\$1,475.62	\$1,953.27
Six per week	\$186.16	\$549.69	\$761.45	\$1,113.77	\$1,465.62	\$1,759.27	\$2,331.42

*optional service level: .5 CY = approximately (1) 96-gallon wheeled cart service.

Collection Frequency	Push Distance Charges (in increments of feet)						
	0' - 10'	11'- 25'	26'-50'	51'-100'	101'-200'	201'-300'	301'-400'
One per week	Included	\$40.77	\$45.29	\$52.68	\$60.68	\$72.84	\$84.99
Two per week	Included	\$81.50	\$90.58	\$106.23	\$121.43	\$145.71	\$169.97
Three per week	Included	\$122.29	\$135.88	\$159.36	\$182.11	\$218.55	\$254.94
Four per week	Included	\$163.06	\$181.16	\$212.46	\$242.81	\$291.39	\$339.96
Five per week	Included	\$203.81	\$226.45	\$265.59	\$303.52	\$364.24	\$424.93
Six per week	Included	\$244.55	\$271.72	\$318.68	\$364.24	\$437.08	\$509.94

Additional service charges:

fee for opening a locked gate	\$0.00
fee for bin cleaning	\$36.91
fees for other services **	N/A



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Keith Weiner, Deputy Building Official

DATE: May 10, 2017

RE: Building Department Mutual Aid Agreement for Emergency and Disaster Events

RECOMMENDATION

Staff recommends that the Town Council adopt the attached resolution authorizing the adoption of the County of San Mateo Building Department Mutual Aid Agreement (“Mutual Aid Agreement”) with San Mateo County and neighboring cities within the County.

BACKGROUND

The heavy winter storms of late 2016 and early 2017 affected several communities within San Mateo County. During past storm events and other natural disasters, the San Mateo County Office of Emergency Services (OES, acting in its capacity as the Operational Area for the County) encountered significant difficulties in obtaining building inspectors mutual aid assistance for neighboring cities.

In March 2017, OES staff contacted Joanne Kurz, Building Official for the Town of Woodside and President of the local chapter of the International Code Council, to reach out to the county municipalities to help set up a mutual aid agreement similar to the one that the Cities and Towns had already adopted for Public Works in 2015. That agreement was reviewed by the Town Attorney and approved by Town Council.

DISCUSSION

The purpose of the Mutual Aid Agreement is to provide an organized means of providing voluntary mutual aid to neighboring entities in the event of a disaster. In many ways, this provision of aid is similar to what already exists amongst the public works, police and fire services (with the exception being that Building Department mutual aid, like the Public Works agreement, is not proposed as automatic). The Mutual Aid Agreement and its accompanying Procedures Guide specifically envision establishing a “zone” concept of aid that mirrors existing and developing zones in police and fire mutual aid.

There is no requirement for a majority or all of the municipal entities of San Mateo County to enter into this Mutual Aid Agreement. Considering that no Building Officials have indicated

any resistance to recommending approval, there is a high likelihood that the majority of the entities will approve the Mutual Aid Agreement.

Considering the local geographical conditions, the location of the Wildland Urban Interface and the proximity of Portola Valley and our neighbors to earthquake fault lines, approval of the Mutual Aid Agreement will provide an organized means of providing and receiving voluntary mutual aid to neighboring entities in the event of an emergency.

FISCAL IMPACT

There is no fiscal impact by becoming party to their agreement. The Mutual Aid Agreement requires that the "Requesting Party" reimburse the "Assisting Party" for all of its costs of providing assistance within 60 days. The advantage provided to the "Requesting Party" by the agreement is that pre-existing arrangements for the provision of services are often necessary to promptly obtain reimbursement from State (i.e., California Disaster Assistance Act) or federal (i.e., Federal Emergency Management Agency) funds.

ATTACHMENTS

1. Resolution
2. April 29, 2017 County of San Mateo Building Department Mutual Aid Agreement
3. Procedures Guide - Building Department Mutual Aid Agreement

APPROVED by Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read 'Jeremy Dennis', is written over a faint, illegible stamp or watermark.

RESOLUTION NO. _____-2017

**RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING
EXECUTION OF BUILDING DEPARTMENT MUTUAL AID AGREEMENT**

WHEREAS, the county of San Mateo and the cities in San Mateo county have expressed a mutual interest in the establishment of a plan to encourage Building Department Mutual Aid agreements; and

WHEREAS, the Town Council has determined that it would be in the Town's best interest to participate in the Building Department Mutual Aid Agreement; and

WHEREAS, Section 8630 et seq. of the State of California Government Code grants agencies full power to provide mutual aid pursuant to established agreements; and

WHEREAS, the Town Council read and considered the Building Department Mutual Aid Agreement with the County of San Mateo and other cities in San Mateo County at a duly noticed public hearing.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does **RESOLVE** as follows:

1. Any earlier agreement the Town may have entered into relative to Building Department Mutual Aid, is hereby revoked and rescinded, any such agreement is null and void.
2. The Town Council approves and the Mayor is hereby authorized to execute the County of San Mateo Building Department Mutual aid Agreement dated April 29, 2017.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Portola Valley held on the 10th day of May 2017

By: _____
Craig Hughes, Mayor

ATTEST:

Sharon Hanlon, Town Clerk

County of San Mateo Building Department Mutual Aid Agreement

This Building Department Mutual Aid Agreement (“Agreement” or “Mutual Aid Agreement”) is made and entered into this 29th day of April, 2017, by and between the parties signatory below (hereinafter individually referred to as “Party” or collectively referred to as the “Parties” to this Agreement).

WHEREAS, it is desirable and necessary for the protection of life, property and the environment that each of the parties hereto voluntarily aid and assist each other by the interchange of building department services and resources in the event of an emergency; and

WHEREAS, County of San Mateo’s Building Department and all twenty (20) cities within the County of San Mateo (“County”) have expressed an interest in the establishment of a plan to facilitate and encourage Building Department Mutual Aid Agreements throughout the County of San Mateo; and

WHEREAS, the Parties have determined that it would be in their best interests to enter into a Mutual Aid Agreement that implements a plan and sets forth procedures and responsibilities of the Parties whenever emergency personnel, equipment, and facility assistance is provided from another Party’s building department to the other; and

WHEREAS, no Party should be in a position of unreasonably depleting its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act (“Act”) set forth in Title 2, Division 1, Chapter 7 (Section 8550 et. seq.) of the Government Code and specifically with Article 17 (Section 8630 et seq.) of the Act; and

WHEREAS, all Parties must use protocols established in the Standardized Emergency Management System and the National Incident Management System to be eligible for possible state or federal reimbursement of response-related personnel and resource costs.

In consideration of the conditions and covenants contained herein, the Parties agree as follows:

1. Definitions. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. “Assisting Coordinator” shall mean the Coordinator of a Party providing building department mutual aid.

- b. “Assisting Party” shall mean the Party to this Agreement providing building department mutual aid to another Party.
 - c. “Coordinator” shall mean the person designated by each Party to act on behalf of that Party on all matters relative to building department mutual aid, to include but not be limited to requests, responses, and reimbursement. This term shall also include the following distinct Coordinators:
 - a. Operational Area Coordinator is the individual who arranges and coordinates distribution of building department mutual aid countywide.
 - b. Zone Coordinator is the individual who coordinates distribution of building department mutual aid from resources assigned by the operational area to local jurisdictions within a geographic zone.
 - c. Local Coordinator is the individual who fulfills the functionality equivalent role of a city or town Building Department Branch Director.
 - d. “Local Emergency” shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the Parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion, transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that Party to this Agreement and which personnel, equipment or facilities of the other Party are therefore desired to combat.
 - e. An “Operational Area” for the coordination of Building Department Mutual Aid will be San Mateo County and all the jurisdictions within the County that are Parties to this Agreement. Consistent with the Standardized Emergency Management System, the Operational Area is an intermediate level of the state emergency services organization, which serves as a link in the systems of communications and coordination between the political subdivisions comprising the Operational Area and the Regional or State Emergency Operations Center (s).
 - f. “Requesting Coordinator” shall mean the Coordinator of a Party requesting building department mutual aid.
 - g. “Requesting Party” shall mean the Party to this Agreement requesting building department mutual aid.
2. Designation of Coordinator. Coordinators shall be designated by each Party; the Title, Name, Address, and Phone Number of the Coordinator shall be provided to

the Operational Area Coordinator designated in Paragraph 20 hereinafter. If said designation changes, the Parties shall notify the Operational Area Coordinator as soon as practical after the appointment has been made.

3. Mutual Aid. When a local emergency has been proclaimed by a Party's governing body or authorized official, the Requesting Coordinator may request assistance from the Parties. In situations where extreme imminent threat to life, property, or the environment exists, the requirement for a proclamation before providing assistance may be waived under the presumption that such a proclamation will be made in accordance with all local and state regulations as promptly as reasonably possible.
4. Availability. The Parties agree that the mutual aid extended under this Agreement and the operational plans implementing this agreement are to be available and furnished in all cases of emergencies regardless of type, provided that such mutual aid does not compromise any Party's ability or capacity to respond to calls for service within its own jurisdiction. When request for assistance is received, the Assisting Coordinator will promptly advise of the extent of response, provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within their jurisdiction. No Party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. Return of Resources. When the Assisting Party's personnel, equipment, or facilities are no longer required, or when the Assisting Coordinator advises that the resources are required within their own jurisdiction, the Requesting Coordinator shall immediately arrange for the return of those resources.
6. Safekeeping of Resources. The Requesting Party shall be responsible for the safekeeping of the resources provided by the Assisting Party. The Requesting Coordinator shall remain in charge of the incident or occurrence and shall maintain control and direction of the resources provided by the Assisting Party. The request may include the provision of supervisory personnel to take direct charge of the resources under the general direction of the Requesting Coordinator. The Requesting Party shall make arrangements for feeding and/or assisting personnel, and for fueling, servicing, and repair of equipment unless the Assisting Coordinator agrees that these arrangements are not necessary or are to be provided by the Assisting Party.
7. Employment Status. The Assisting Party's personnel shall not be deemed employees of Requesting Party and vice versa.
8. Insurance. Each Party shall be responsible to provide, in its own discretion, at its sole expense, sufficient insurance for its personnel and entity.

9. Worker's Compensation. Each Party shall provide, at its sole expense, the required worker's compensation insurance coverage necessary for its own employees. It is recognized that at such times as one Party provides aid to another Party under the terms of this Agreement, the employees of the Assisting Party may claim to have become special employees on a temporary basis of the Requesting Party. Should any such claim result in any worker's compensation claim being asserted, it is hereby agreed that each such claim shall be the responsibility and liability of the Assisting Party as general employer to process, defend, and pay, if necessary.
10. Mutual Aid Costs. The Requesting Party agrees to pay all reasonable direct, indirect, administrative and contracted costs of the Assisting Party incurred as a result of providing assistance under this Agreement, based upon standard rates applicable to Assisting Party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Payment may be delayed if agreed upon by both Parties. Requesting Party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the Assisting Party.
11. Defense and Indemnification.

11.1 Claims Arising from Sole Acts or Omissions of a Party. Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against another Party, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

11.2 Claims Arising from Concurrent Acts or Omissions. The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.3 below.

11.3 Joint Defense. Notwithstanding paragraph 11.2 above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of said Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.4 below. Parties further agree that no Party may bind the others to a settlement agreement without the written consent of the others.

11.4 Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, those Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The Parties expressly waive pro rata allocation of liability under Government Code Section 895.6.

12. No Waiver. This agreement shall in no way abrogate or waive any of the immunities available under Federal, State, and local law and regulations, including but not limited to the California Emergency Services Act, Government Code sections 8655 et seq.
13. Records. When mutual aid is provided, the Requesting and Assisting Parties will keep account records of the personnel, equipment, mileage, and materials provided as required by Federal and State law, the California Disaster Assistance Act, and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each Party shall have access to another Party's records for this purpose.
14. Effective Date. This agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
15. Withdrawal. Any Party may withdraw from this agreement, with or without cause, upon delivery of one-hundred twenty (120) days prior written notice to the Operational Area Coordinator designated in Paragraph 20 below.
16. Prior Agreements. To the extent that they are inconsistent with this agreement, all prior agreements for Building Department Mutual Aid between the Parties are hereby null and void. This agreement expressly supersedes the June 14, 1994 "Building Department Mutual Aid Agreement" entered into by the County of San Mateo and the cities in San Mateo County. This process does not preclude any routine or shared services for which the Parties may provide, may already have contracted, or may contract in the future.
17. Multiple Requests. Requests for building department mutual aid under this agreement when more than one city is impacted by an emergency will be channeled through the Operational Area Coordinator, whether or not that individual is activated as part of a Department Operations Center or as part of the San Mateo County Operational Area Emergency Operation Center, to ensure maximum effectiveness in allocating resources to the highest priority needs.
18. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. Tort Claims Act. This agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
20. Operational Area Coordinator. The County of San Mateo Department of Building Department shall act as the initial Operational Area Coordinator of this program for the purpose of:
- a. Receipt of new members to the agreement.
 - b. Maintaining a current list of signatory Parties and Coordinators.
 - c. Establishing and maintaining a list of Local Coordinators who have volunteered to serve as a Zone Coordinator.
 - d. Circulating annually a list of all Parties and Coordinators to all signatory parties.
 - e. Arranging for amendments to the Agreement as may be necessary.
21. Execution. All Parties agree that any other qualified public agency or quasi-public agency may become a Party to this Agreement by executing a duplicate copy of this Agreement and sending same to the Operational Area Coordinator, initially the County of San Mateo Department of Building Department, addressed as follows:
- Building Department Director
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063-1665
22. Third Party Beneficiaries. Nothing set forth in this Agreement shall create, nor is it intended to create, third party beneficiaries with rights to enforce any clause, condition or term of this Agreement, or assert a claim or cause of action for breach of this Agreement.
23. Severability. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

DRAFT

Resolution # 074124

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		

County of San Mateo
Building Department Mutual Aid
Agreement
Procedures Guide

I. PURPOSE

The purpose of this Procedures Guide is to provide Parties to the Building Department Mutual Aid Agreement with a practical set of guidelines on how to effectively provide and receive building department assistance. The terms of the Agreement shall govern in the event there is any actual or apparent conflict between this procedure guide and the Agreement. The following provisions are suggested guidelines only and not binding on any agency. These provisions should be modified and expanded as necessary to meet the unique needs, emergency organizational structure, and working relationships of each operational and regional area.

II. TENETS OF OPERATIONAL AREA BUILDING DEPARTMENT MUTUAL AID

1. The most effective means of providing timely assistance to a jurisdiction impacted by a disaster is to have agreements in place in advance of the disaster.
2. Assistance is voluntary.
3. Assistance provided shall be reimbursed by the requesting jurisdiction.
4. Jurisdictions should reasonably commit their own resources before requesting mutual aid.
5. A Proclamation of a Local Emergency is necessary to activate the agreement, unless waived by the Parties per paragraph 3 of the Agreement.
6. Cooperative planning and training are desirable to enhance the effectiveness of providing mutual aid when needed.

III. PROCEDURES FOR BUILDING DEPARTMENT MUTUAL AID

1. Designated Building Department Coordinator

The Agreement specifies that the “Coordinator” shall mean the person designated by each party to act on behalf of that party on all matters relative to building department mutual aid, including but not limited to requests, responses and reimbursement.

It is suggested that the Coordinator be a person who during a disaster would be authorized to request building department resources and bind their agency for the cost of these resources. The Coordinator should also be in a position to authorize the providing agency to release personnel and equipment to the agency impacted by the disaster.

It is suggested that alternate coordinators be designated in case the primary coordinator is unavailable during the disaster.

2. WebEOC Communication

To obtain Building Department assistance, a planned method of communicating requests is essential. This includes using WebEOC as the primary means to process the request and maintain lines of communication. It is recommended that WebEOC be used to request assistance using the Resource Task (ICS-213RR). Communication via telephone, radio, microwave, etc. may be necessary in the early phases of an incident to ensure requests are being received and processed in a timely manner, and may also be used as secondary communication channels.

3. Operational Area Concept

The Agreement notes that an Operational Area, normally a County and all the jurisdictions within the County, will be the basic unit for coordinating building department mutual aid. Additionally, the coordination and assistance provided will generally mirror the zone concept of mutual aid under development by the San Mateo County Office of Emergency Services. Additionally, parties to the Agreement are expected to work cooperatively to pre-plan standardized response “packages” of resources to be provided to the varying levels of incident complexity identified in the National Incident Management System (NIMS).

4. California Office of Emergency Services (Cal OES) Role

Cal OES is expected to support building department mutual aid assistance under the agreement by offering assistance to the Regional and Operational Building Department Coordinator, and act as Statewide Coordinator for seeking mutual aid resources if required from beyond the impacted region.

5. Resource Lists and Contacts

It is strongly recommended that lists of building department resources be developed for each participating agency in the Operational Area. This list should be populated in the resources section of WebEOC and regularly reviewed and updated. Such lists are essential for the Operational Area Coordinator to quickly identify which agencies have the particular types of resources needed by the requesting impacted agency.

The designated Local Coordinator for each jurisdiction should develop a detailed list of resources for their agency by quantity, type of personnel equipment, materials, and a contact number to check on its availability when needed. It is suggested that the coordinator then provide a brief summary of that information to the operational area coordinator.

It is suggested that each party develops common standardized terminologies for resources to facilitate categorizing and compiling these inventory lists. However, the development of the standardized terminology should not impede the development of these resource lists.

6. Arrange Care for Assisting Forces

The Agreement requires that the Requesting Party be responsible for the safekeeping of the resources provided by the Assisting Party.

7. Documentation for Reimbursement

In accordance with the Agreement, each requesting and assisting party is required to keep accounting records of the personnel, equipment, and materials provided under the Mutual Aid Agreement as required by the Federal Stafford Act administered by the Federal Emergency Management Administration (FEMA) and State guidelines. This requirement is to maximize the requesting agencies reimbursement of costs expended to receive mutual aid.

8. Proclamation of Emergency

The Agreement required that a Proclamation of Local Emergency must be approved by an authorized official of the impacted jurisdiction. A State of Emergency should also be requested through the Operational Area for approval by the Governor to authorize State reimbursement and, if warranted, a request for a Presidential Proclamation of Emergency to authorize federal reimbursement. Each Agency should include in their emergency plan a provision to seek such a proclamation from the authorized official in their jurisdiction as soon as they can reasonably determine that the disaster will be beyond the scope of mutual aid assistance. Because cumulative estimates of damage across the county may be combined to establish a basis for reimbursement from the state and a gubernatorial declaration of emergency, the collection and provision of damage estimates to the Operational Area for any incident that might have countywide implication is important in obtaining external resources.

9. Agency in Charge

The Agreement provides that the Requesting Coordinator shall remain in charge of the incident and provide direction and control to the resources provided by the assisting party. The request may also include having the Assisting Party providing supervisory personnel to take direct charge of their forces under the overall direction of the Requesting Coordinator. The intent is that the Assisting Party will comply with all reasonable directions from the Requesting Coordinator. However, the Assisting Party should not be obligated to perform any work that it reasonably believes would unduly jeopardize the safety of its employees.

10. Checklists for Requesting Mutual Aid

Each Party to the Agreement is encouraged to develop checklists for their Coordinator to use in assuring that all required steps are followed to properly and effectively seek and provide Building Department Mutual Aid for the benefit of the impacted area and protection of the assisting party. These checklists should establish who is to carry out each essential function both internally to the agency and externally, and contact numbers and means for reaching them.

Attachment A (San Mateo County Operational Area Building Department Checklist for Mutual Aid Assistance) is a sample checklist.

Attachment A

**San Mateo County Building
Department
Checklist for Mutual Aid
Assistance**

I. Pre-Event

Develop procedures at the local operational area to carry out mutual aid including checklists of actions, resource lists, etc.

II. Post Event

1. Local Agency quickly assesses estimated extent of damage and availability of local resources to respond.
2. If it is apparent that outside resources will be needed to effectively deal with the emergency, promptly authorize local official to request Proclamation of Local Emergency and, if warranted, request State of Emergency Proclamation through the Operational Area Emergency Operation Center.
3. Upon proclamation of local emergency, request mutual aid assistance from Operational Area Building Department Mutual Aid Coordinator according to pre-established procedures in WebEOC.
4. Ensure request is specific as to type and quantity of resources needed, when to report, who to report to, how long needed, type of work to be performed.

Once a providing party can be located to satisfy the resource request, the coordinator will determine how quickly these resources can be made available and notify the requesting party of that fact.
5. The requesting party will make all necessary arrangements to care for the assisting party's personnel and equipment if needed.
6. The requesting party will carefully document all costs by specific damage site according to State and Federal procedures to maximize reimbursement for costs. Carefully record the names of assisting personnel and equipment at each site, hours worked, and mileage.
7. The requesting party should return the assisting party's resources as soon as pos

#7

There are no written materials for item #7 – Conservation Committee Annual Report

#8

There are no written materials for item #8 – Emergency Preparedness Committee Annual Report



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Debbie Pedro, Planning Director
Arly Cassidy, Associate Planner

DATE: May 10, 2017

RE: First Reading of Ordinance - "Clean-Up" Text Amendments to the Municipal Code Regarding Vending Machines, Basements and Scenic Corridor Setbacks

RECOMMENDATION

Staff recommends that the Town Council waive reading and introduce the attached ordinance amending the Municipal Code.

BACKGROUND

In its regular use and reading of the code, Staff has become aware of a number of areas where the current Municipal Code could be tidied up. Specifically, a short ordinance regulating vending machines that has never been used could be removed (Section 5.48), the definition of a basement could provide additional clarity (Section 18.04.065), and the description of what is or is not allowed in scenic corridor setbacks could be edited to remove contradiction (Section 18.58.10 and.20). Each code section and its proposed changes are discussed in more detail below. The purpose of these and any future minor modifications to the Municipal Code is to ensure that the language within it is as clear and straightforward as possible.

DISCUSSION

Vending Machines

In 1964 the Town Council passed Ordinance No. 1964-21, an Ordinance Licensing the Transaction and Carrying on of Certain Business, Trades, Professions, Callings and Occupations in the Town of Portola Valley for the Purpose of Raising Municipal Revenue and Providing a Penalty for the Violation Thereof. Included in this ordinance is Article 8, Vending Machines, which defines a few terms and provides for the Town's collection of an annual license tax of \$25 for all distributors and operators of vending machines. In 1974, Ordinance No. 1974-129 was passed to raise this annual tax to \$30, with a tax of \$50 tax for vending machines with gross receipts over \$10,000 annually. As described in the title, the purpose for the ordinance and its update is to raise municipal revenue.

A large number of vending machines would need to be installed for this revenue source to become significant. Staff is not aware of any existing vending machines within the Town, nor is there any record that this tax has been collected since the original ordinance was passed. Therefore staff suggests removing the tax and thus the entire code section governing vending machines.

Basements

Chapter 18.54 discusses floor area and what is included in or exempt from this number. Basements are exempt, so long as the ceiling height is not more than twelve feet. However, in the definitions section of the zoning code, 18.04.065, this height limit is not mentioned. Staff proposes adding a subsection with this height requirement and also reorganizing the existing subsections for increased clarity.

Scenic Corridor Setbacks

The code section on Special Building Setback Lines regulates setbacks along scenic corridors and earthquake faults. The section pertaining to scenic corridors contains subsections on purpose, requirements, and measurement, as well as the three roads with scenic corridor setbacks: Skyline Boulevard, Alpine Road and Portola Road.

Section 18.58.020.B, Requirements reads, “No structure shall be located closer to a street parcel line than the special building setback line.” In other words, no structures are permitted in the setback. However, in the particular code sections governing Skyline, Alpine, and Portola Road setbacks the code states that no *buildings* shall be allowed in the setback. The term “structure” is also used in a subsection under Portola Road, immediately after the use of “building”. This lack of consistency creates some confusion over what, exactly is allowed and what is prohibited. For clarity: a structure is defined by the code as “...anything constructed or erected which requires location on the ground...” (Municipal Code Section 18.04.490). A building is defined as “...a roofed structure...” (MC Section 18.04.070). Staff recommends changing “building” to “structure” throughout the code section.

A recent discussion of this code section by the ASCC resulted in a clarification of the original intent of the code, which was to prohibit all structures, not just buildings, in the scenic corridor setback. As an example, an application by Glenoaks Stables in 2003 for a viewing stand (a structure) was denied based on its proposed location in the scenic corridor setback.

At its February 27, 2017 review of these changes, the ASCC proposed adding a clarifying sentence to the last subsection. Commissioners pointed out that the “remodeling and rebuilding” described earlier in the code section could include significant changes to the structure’s appearance or use. For example, a porch could be completely enclosed, or a trellis could be remodeled as a carport. Both of these changes would involve construction within the existing building envelope, which would be deemed conforming as the code is currently written. A sentence has been added to the end of 18.58.020.D.3.c. to clarify that conformity applied only to the current structure and use.

On March 15, 2017, the Planning Commission voted 5-0-0 to recommend approval of the ordinance amendments.

CEQA Compliance

The proposed ordinance is not subject to the provisions of the California Environmental Quality Act ("CEQA") because the activity is not a project defined by Section 15378 of the CEQA Guidelines. The ordinance has no potential for resulting in physical change to the environment either directly or indirectly.

FISCAL IMPACT

Removal of the vending machine code section and associated license tax would have no foreseeable fiscal impact, as the tax is minimal, has never been collected, and, to the best of staff's knowledge, there are no vending machines currently operating in Portola Valley.

ATTACHMENTS

1. Proposed ordinance
2. Planning Commission staff report and meeting minutes dated March 15, 2017
3. ASCC staff report and meeting minutes dated February 27, 2017

Approved by: Jeremy Dennis, Town Manager



ORDINANCE NO. _____

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
PORTOLA VALLEY DELETING CHAPTER 5.48 REGARDING
VENDING MACHINES, AMENDING SECTION 18.04.065
REGARDING BASEMENTS AND AMENDING CHAPTER 18.58
REGARDING SPECIAL SETBACK LINES**

WHEREAS, in 1964 the Town of Portola Valley ("Town") adopted an ordinance establishing a tax on vending machines, which is set forth in Chapter 5.48 of the Portola Valley Municipal Code; and

WHEREAS, the Town has never collected the tax on vending machines, is not aware of any existing vending machines, and does not anticipate the installation of any in the future; and

WHEREAS, the Town desires to create clarity and consistency between sections of the Zoning Code relative to basements; and

WHEREAS, the Town desires to create clarity and consistency relative to the terms used in Chapter 18.58 regarding special setback lines; and

WHEREAS, the Architectural and Site Control Commission held a duly noticed public hearing on February 27, 2017 and after review and consideration of the draft ordinance recommended approval with one addition to the language of Section 18.58.020(D)(3); and

WHEREAS, on March 15, 2017, the Planning Commission held a noticed public hearing and after review and consideration recommended approval of the ordinance; and

WHEREAS, the Town Council of the Town of Portola Valley having reviewed and considered the recommendations, staff reports and all public testimony desire to approve this ordinance.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does **ORDAIN** as follows:

1. DELETION OF CODE. Chapter 5.48 [Vending Machines] is hereby deleted in its entirety from Title 5 [Business Taxes, Licenses and Regulations] of the Portola Valley Municipal Code.

2. AMENDMENT OF CODE. Section 18.04.065 [Basement] of Chapter 18.04 [Definitions] of Title 18 [Zoning] is hereby amended to read as follows:

"Basement" is a floor level directly under a building which meets the following criteria:

- A. The ceiling height is not more than twelve (12) feet.
- B. Provisions for light, ventilation and access do not exceed the minimum requirements of the building code, notwithstanding that additional provisions for light, ventilation and access may be permitted by the Architectural and Site Control Commission when it finds such additional provisions will not be visible from adjoining or nearby properties as such properties currently exist or as the Architectural and Site Control Commission believes may be used or developed in the future. Garages are not permitted under this provision. By virtue of the foregoing definition, a basement is permitted to meet the minimum requirements of the building code, including, but not limited to, light, ventilation and access, without approval of the Architectural and Site Control Commission.
- C. The underside of the floor joists of the floor above are not more than eighteen (18) inches above the adjoining natural or finished grade at any point, whichever is lower.
- D. Where a room(s) partially meets the provisions of subsection C of this section, that is, a portion is not more than eighteen (18) inches above adjoining natural or finished grade, whichever is lower, and a portion is more than eighteen (18) inches above such grade, a portion of such room(s) shall be considered as basement and a portion shall be considered as floor area. The rule for such determination shall be as follows:
 - 1. The outside perimeter of the room(s) shall be measured and designated "A."
 - 2. The outside perimeter of the room(s) where the underside of the floor joists of the floor above are not more than eighteen (18) inches above adjoining natural or finished grade, whichever is lower, shall be measured and designated "B."
 - 3. The amount of floor area of the subject room(s) that will be counted as basement is then equal to the entire floor area of the room(s) multiplied by the fraction of B/A. The balance of the floor area shall be counted as floor area.
- E. The basement floor area shall not exceed the floor area of the first floor of the building above.

3. AMENDMENT OF CODE. The title of Chapter 18.58 of Title 18 [Zoning], which is currently "Special Building Setback Lines," is hereby amended to read "Special Setback Lines."

4. AMENDMENT OF CODE. Section 18.58.010 [Intention] of Chapter 18.58 [Special Setback Lines] of Title 18 [Zoning] is hereby amended to read as follows:

Special setback lines are intended to regulate the location of structures where special features such as scenic roads, geologically hazardous areas, and floodplains require setback regulations to those otherwise specified in this title.

5. AMENDMENT OF CODE. Section 18.58.020 [Special building setback lines – S (scenic)] of Chapter 18.58 [Special Setback Lines] of Title 18 [Zoning] is hereby amended to read as follows:

18.58.020 - Special setback lines—S (scenic).

- A. Purpose. Special setback lines—S are established along streets to assure the provision of space for light, air, safety, circulation, and visual amenity, and to permit or require adjustment in the location of structures to observe unusual physical conditions. Special setback lines shall be adopted and amended in conformance with the requirements of Chapter 18.74 and when adopted shall be set forth on the zoning map.
- B. Requirements. No structure shall be located closer to a street parcel line than the special setback line. In any district where the least depth or least width of yard required for such distance is greater or less than the distance set forth for any special setback line, the distance established by the special setback line shall govern.
- C. Measurement. The location of a special setback line shall be established by measurements in feet measured at right angles from the parcel line of the subject parcel.
- D. Special Building Setback Lines—S Adopted.
 - 1. Skyline Boulevard—No structure shall be closer than two hundred (200) feet to the right-of-way of Skyline Boulevard, provided, however, that the architectural and site control commission may allow a reduction of the setback to no less than one hundred (100) feet when it finds that in such a location the proposed structure will not be visible from the right-of-way of Skyline Boulevard.
 - 2. Alpine Road—No structure shall be located closer than seventy-five (75) feet to the right-of-way of Alpine Road in that section of Alpine Road lying between the northerly town limits and Portola Road.
 - 3. Portola Road—No structure shall be located closer to the right-of-way of Portola Road in that section from the intersection with Alpine Road to the northwesterly town limits than as stipulated below:
 - a. In zoning districts requiring a minimum parcel area of one acre or larger, no structure shall be closer to the Portola Road right-of-way than fifty (50) feet; however, where a parcel has a side or rear parcel line contiguous with the Portola Road right-of-way, an accessory structure may come within twenty-five (25) feet of the right-of-way provided the Architectural and Site Control Commission finds the structure will not be seen from Portola Road or that existing and/or proposed planting consistent with the character and quality of the Portola Road corridor will largely obscure the structure.
 - b. In zoning districts requiring a minimum parcel area less than one acre, a one-story house shall observe a minimum setback of thirty-five (35) feet and any second story addition thereto shall observe a minimum setback of forty-five (45) feet; alternatively, a two-story house shall observe a minimum

setback of forty (40) feet. Structures which are not buildings shall adhere to the same setback requirements. Where a parcel has a side or rear parcel line contiguous with the Portola Road right-of-way, an accessory structure may come within twenty (20) feet of the right-of-way provided the Architectural and Site Control Commission finds the structure will not be seen from Portola Road or that existing and/or proposed planting consistent with the character and quality of the Portola Road corridor will largely obscure the structure.

- c. Structures existing as of the date of adoption of the ordinance codified in this subdivision (August 28, 1991), which do not comply with the setback requirements described herein are deemed conforming structures and are not subject to the provisions contained in Chapter 18.46. For such a structure, the three-dimensional space it occupies which does not comply with the setbacks stipulated in subsection D.3.a. and b. of this section becomes a building envelope. Remodeling and rebuilding may occur within such a building envelope subject to normal design review requirements provided for in this section. In addition, the Architectural and Site Control Commission may allow architectural details to extend up to two (2) feet from any wall surface on no more than ten (10) percent of the building perimeter within the setbacks in subsection D.3.a. and b. of this section when such details will better ensure compatibility with the character and quality of the Portola Road corridor. This provision is not meant to allow any new construction or use in an existing structure deemed conforming under this subsection, without the required permits; all changes shall be subject to review as required in Chapter 18.46.

6. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION. The Town Council hereby finds that this ordinance is not subject to the provisions of the California Environmental Quality Act ("CEQA") because the activity is not a project as defined by Section 15378 of the CEQA Guidelines. The ordinance has no potential for resulting in physical change to the environment either directly or indirectly.

7. SEVERABILITY. If any part of this ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or the applicability of this ordinance to other situations.

8. EFFECTIVE DATE AND POSTING. This ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town in three public places.

INTRODUCTED:

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST

APPROVED

Town Clerk

Mayor Hughes

APPROVED AS TO FORM

Town Attorney



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Planning Commission

FROM: Arly Cassidy, Associate Planner

DATE: March 15, 2017

RE: Proposed "Clean-Up" Text Amendments to the Municipal Code Regarding Vending Machines, Basements and Scenic Corridor Setbacks

RECOMMENDATION

Staff recommends that the ASCC and Planning Commission discuss the item below and provide staff with comments and direction on the proposed changes to the Portola Valley Municipal Code.

BACKGROUND

In its regular use and reading of the code, Staff has become aware of a number of areas where the current Municipal Code could be tidied up. Specifically, a short ordinance regulating vending machines that has never been used could be removed (Section 5.48), the definition of a basement could provide additional clarity (Section 18.04.065), and the description of what is or is not allowed in scenic corridor setbacks could be edited for contradiction (Section 18.58.10 and 20). Each code section and its proposed changes are discussed in more detail below. The purpose of these and any future minor modifications to the Municipal Code is to ensure that the language within it is as clear and straightforward as possible.

DISCUSSION

Vending Machines

In 1964 the Town Council passed Ordinance No. 1964-21, An Ordinance Licensing the Transaction and Carrying on of Certain Business, Trades, Professions, Callings and Occupations in the Town of Portola Valley for the Purpose of Raising Municipal Revenue and Providing a Penalty for the Violation Thereof. Included in this ordinance is Article 8, Vending Machines, which defines a few terms and provides for the Town's collection of an annual license tax of \$25 for all distributors and operators of vending machines. In 1974, Ordinance No. 1974-129 was passed to raise this annual tax to \$30, with a tax of \$50 tax for vending machines with gross receipts over \$10,000 annually. As described in the title, the purpose for the ordinance and its update is to raise municipal revenue.

A large number of vending machines would need to be installed for this revenue source to become significant. Staff is not aware of any existing vending machines within the Town, nor is there any record that this tax has been collected since the original ordinance was passed. Therefore staff suggests removing the tax and thus the entire code section governing vending machines.

Basements

Chapter 18.54 discusses floor area and what is included in or exempt from this number. Basements are exempt, so long as the ceiling height is not more than twelve feet. However, in the definitions section of the zoning code, 18.04.065, this height limit is not mentioned. Staff proposes adding a subsection with this height requirement and also reorganizing the existing subsections for increased clarity.

Scenic Corridor Setbacks

The code section on Special Building Setback Lines regulates setbacks along scenic corridors and earthquake faults. The section pertaining to scenic corridors contains subsections on purpose, requirements, and measurement, as well as the three roads with scenic corridor setbacks: Skyline Boulevard, Alpine Road and Portola Road.

Section 18.58.020.B, Requirements reads, "No structure shall be located closer to a street parcel line than the special building setback line." In other words, no structures are permitted in the setback. However, in the particular code sections governing Skyline, Alpine, and Portola Road setbacks the code states that no *buildings* shall be allowed in the setback. The term "structure" is also used in a subsection under Portola Road, immediately after the use of "building". This lack of consistency creates some confusion over what, exactly is allowed and what is prohibited. For clarity: a structure is defined by the code as "...anything constructed or erected which requires location on the ground..." (Municipal Code Section 18.04.490). A building is defined as "...a roofed structure..." (MC Section 18.04.070).

A recent discussion of this code section by the ASCC resulted in a clarification of the original intent of the code, which was to prohibit all structures, not just buildings, in the scenic corridor setback. In light of this, staff recommends changing "building" to "structure" throughout the code section. Some additional grammatical changes are also proposed.

At its February 27, 2017 meeting, the ASCC proposed adding a sentence to the last subsection to clarify that the conformity applied only to the current structure and use, and did not allow any new construction or uses in the existing structure without the normal required review. A sentence has been added to the end of 18.58.020.D.3.c. clarifying the intent.

CONCLUSION

Staff recommends approval of the proposed text changes to the Portola Valley Municipal Code.

Attachments

1. ASCC Staff Report dated February 27, 2017
2. Proposed Ordinance

Report approved by: Debbie Pedro, Planning Director



The other Commissioners were in support of the project for the same reasons as stated by Commissioner Von Feldt.

Planning Director Pedro said the application will next be reviewed by the ASCC and then return to the Planning Commission for final review.

(b) Proposed “Clean-Up” Text Amendments to the Municipal Code Regarding Vending Machines, Basements, and Scenic Corridor Setbacks

Associate Planner Cassidy presented the suggested amendments to the Municipal Code as detailed in the staff report.

Chair Gilbert called for questions from the Commissioners.

Commissioner Goulden asked if this affected the Alpine Hills project in any way. Associate Planner Cassidy said staff has not considered that project specifically, but generally it would not affect any projects currently under review and they are only trying to tighten the wording so that the original intent is clear.

In response to Commissioner Von Feldt’s question regarding the scenic corridor setback, Associate Planner Cassidy said an existing structure would have had to be there before 1991, at the adoption of the ordinance.

Commissioner Hasko asked how staff determined the original intent of the ordinance. Planning Director said that staff researched meeting minutes and reports and also reviewed precedents in other applications along the Alpine Road Corridor where this Code was used to regulate structures.

Chair Gilbert said this ordinance only applies to Scenic Corridor setbacks, and asked if the word building or structure was used in the language for other front yard setbacks. Associate Planner Cassidy said this section is very specific to the Scenic Corridor setbacks and the wording in the Code regulating other setbacks is different.

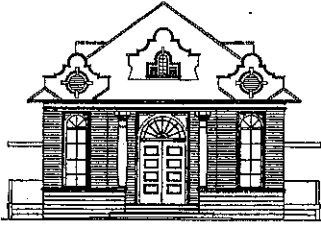
With no further questions, Chair Gilbert invited public comment.

Vice Mayor Richards said it is fairly common in zones outside the Scenic Corridor to have parking structures and retaining walls in a setback. Planning Director Pedro said this amendment doesn’t cover that and retaining walls are currently allowed in setbacks. Associate Planner Cassidy added that there are exceptions in the Code that are specifically called out, such as for fences.

With no further public comments, Chair Gilbert brought the item back to the Commission for discussion and action.

Commissioner Hasko asked if staff was aware of any undue restrictions that would spring from this amendment and if it was consistent with past applications. Planning Director Pedro said the amendment will clarify that no structures are allowed within the scenic corridor setback which is consistent with how the ordinance was applied in past.

Commissioner Hasko moved to recommend approval of the Ordinance Deleting Chapter 5.48 Regarding Vending Machines, Amending Section 18.04.065 Regarding Basements and Amending Chapter 18.58 Regarding Special Setback Lines. Seconded by Vice Chair Targ; the motion passed 5-0.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: ASCC and Planning Commission

FROM: Arly Cassidy, Associate Planner

DATE: February 27, 2017

RE: Proposed "Clean-Up" Text Amendments to the Municipal Code Regarding Vending Machines, Basements and Scenic Corridor Setbacks

RECOMMENDATION

Staff recommends that the ASCC and Planning Commission discuss the item below and provide staff with comments and direction on the proposed changes to the Portola Valley Municipal Code.

BACKGROUND

In its regular use and reading of the code, Staff has become aware of a number of areas where the current Municipal Code could be tidied up. Specifically, a short ordinance regulating vending machines that has never been used could be removed (Section 5.48), the definition of a basement could provide additional clarity (Section 18.04.065), and the description of what is or is not allowed in scenic corridor setbacks could be edited for contradiction (Section 18.58.10 and 20). Each code section and its proposed changes are discussed in more detail below. The purpose of these and any future minor modifications to the Municipal Code is to ensure that the language within it is as clear and straightforward as possible.

DISCUSSION

Vending Machines

In 1964 the Town Council passed Ordinance No. 1964-21, An Ordinance Licensing the Transaction and Carrying on of Certain Business, Trades, Professions, Callings and Occupations in the Town of Portola Valley for the Purpose of Raising Municipal Revenue and Providing a Penalty for the Violation Thereof. Included in this ordinance is Article 8, Vending Machines, which defines a few terms and provides for the Town's collection of an annual license tax of \$25 for all distributors and operators of vending machines. In 1974, Ordinance No. 1974-129 was passed to raise this annual tax to \$30, with a tax of \$50 tax for vending machines with gross receipts over \$10,000 annually. As described in the title, the purpose for the ordinance and its update is to raise municipal revenue.

A large number of vending machines would need to be installed for this revenue source to become significant. Staff is not aware of any existing vending machines within the Town, nor is there any record that this tax has been collected by the Town since the original ordinance was passed. Therefore, staff suggests removing the tax and thus the entire code section governing vending machines.

Basements

Code section 18.54 discusses floor area and what is included or exempt in this number. Basements are exempt, so long as the ceiling height is not more than twelve feet. However, in the definitions section of the zoning code, 18.04.065, this height limit is not mentioned. Staff proposes adding a subsection with this requirement and also reorganizing the existing subsections for increased clarity.

Scenic Corridor Setbacks

The Special Building Setback Lines code section regulates setbacks along scenic corridors and earthquake faults. The section pertaining to scenic corridors contains subsections on purpose, requirements, and measurement, as well as the three roads with scenic corridor setbacks: Skyline Boulevard, Alpine Road and Portola Road.

Section 18.58.020.B, Requirements reads, "No structure shall be located closer to a street parcel line than the special building setback line." In other words, no structures are permitted in the setback. However, in the particular code sections governing Skyline, Alpine, and Portola Road setbacks the code states that no *buildings* shall be allowed in the setback. The term "structure" is also used in a subsection under Portola Road, immediately after the use of "building". This lack of consistency creates some confusion over what, exactly is allowed and what is prohibited.

For clarity: a structure is defined by the code as "...anything constructed or erected which requires location on the ground..." (Municipal Code Section 18.04.490). A building is defined as "...a roofed structure..." (MC Section 18.04.070).

A recent discussion of this code section by the ASCC resulted in a clarification of the original intent of the code, which was to prohibit all structures, not just buildings, in the scenic corridor setback. In light of this, staff recommends changing "building" to "structure" throughout the code section. Some additional grammatical changes are also proposed.

CONCLUSION

Staff recommends approval of the proposed text changes to the Portola Valley Municipal Code.

Attachments

1. Redline code sections 5.48 Vending Machines, 18.04.065 Basement, and 18.58 Special Building Setback Lines

Report approved by: Debbie Pedro, Planning Director



CHAPTER 5.48 – VENDING MACHINES

Sections:

5.48.010 – Definitions.

For the purpose of this chapter, the following words and terms shall be deemed to mean and be construed as follows:

~~A.~~

~~"Distributor" means any person who shall, as owner, agent, employee, or otherwise, distribute, place, install or deliver a vending machine to any premises in the town, or who shall keep or store within the town any such vending machine for the purpose of distributing, placing, installing or delivering the same.~~

~~B.~~

~~"Operator" means any person who shall, as owner, lessee, employee, agent, or otherwise, operate, install, keep, maintain, permit, or allow to be operated, installed or maintained, any vending machine in or upon any premises owned, leased, managed, operated or controlled by such person within the town.~~

~~C.~~

~~"Vending machine" means any coin-operated mechanical amusement device and any mechanical device from which music, goods or services are dispensed, or offered for sale to the public.~~

(Ord. 1964-21 § 8.01, 1964)

5.48.020 – License tax.

~~A. Every distributor of vending machines shall pay an annual license tax based on gross receipts from one dollar to ten thousand dollars per year at thirty dollars per machine per year and for gross receipts in excess of an thousand dollars per year at the rate of fifty dollars per machine per year.~~

~~B.~~

~~Every operator of vending machines shall pay an annual license tax based on gross receipts from one dollar to ten thousand dollars per year at thirty dollars per machine per year and for gross receipts in excess of ten thousand dollars per year of the rate of fifty dollars per machine per year.~~

(Ord. 1974-129 § 1, 1974: Ord. 1973-120 § 1 (part), 1973: Ord. 1964-21 § 8.02, 1964)

CHAPTER 18.04 - DEFINITIONS

18.04.065 - Basement.

"Basement" is a floor level directly under a building which meets the following criteria:

- A. ~~The ceiling height is not more than twelve (12) feet. The underside of the floor joists of the floor above are not more than eighteen inches above the adjoining natural or finished grade at any point, whichever is lower.~~
- B. Provisions for light, ventilation and access do not exceed the minimum requirements of the building code, ~~unless modified by subsection C of this section.~~ notwithstanding that additional provisions for light, ventilation and access may be permitted by the Architectural and Site Control Commission when it finds such additional provisions will not be visible from adjoining or nearby properties as such properties currently exist or as the Architectural and Site Control Commission believes may be used. By virtue of the foregoing definition, a basement is permitted to meet the minimum requirements of the building code, including, but not limited to, light, ventilation and access, without approval of the architectural and site control commission.
- C. The underside of the floor joists of the floor above are not more than eighteen (18) inches above the adjoining natural or finished grade at any point, whichever is lower. Additional provisions for light, ventilation and access may be permitted by the architectural and site control commission when it finds such additional provisions will not be visible from adjoining or nearby properties as such properties currently exist or as the architectural and site control commission believes may be used. By virtue of the foregoing definition, a basement is permitted to meet the minimum requirements of the building code, including, but not limited to, light, ventilation and access, without approval of the architectural and site control commission.
- D. Where a room(s) partially meets the provisions of subsection CA of this section, that is, a portion is not more than eighteen inches above adjoining natural or finished grade, whichever is lower, and a portion is more than eighteen inches above such grade, a portion of such room(s) shall be considered as basement and a portion shall be considered as floor area. The rule for such determination shall be as follows:
 1. The outside perimeter of the room(s) shall be measured and designated "A."
 2. The outside perimeter of the room(s) where the underside of the floor joists of the floor above are not more than eighteen inches above adjoining natural or finished grade, whichever is lower, shall be measured and designated "B."
 3. The amount of floor area of the subject room(s) that will be counted as basement is then equal to the entire floor area of the room(s) multiplied by the fraction of B/A. The balance of the floor area shall be counted as floor area.

~~By virtue of the foregoing definition, a basement is permitted to meet the minimum requirements of the building code, including, but not limited to, light, ventilation and access, without approval of the architectural and site control commission.~~

E.

The basement floor area shall not exceed the floor area of the first floor of the building above.

(Ord. 1999-323 § 1, 1999: Ord. 1995-285 § 1 Exh. A (part), 1996: Ord. 1988-242 3 (Exh. B) (part), 1988)

CHAPTER 18.58 - SPECIAL **BUILDING** SETBACK LINES

Sections:

18.58.010 - Intention.

Special building setback lines are intended to regulate the location of structures~~buildings~~ where special features such as scenic roads, geologically hazardous areas, and floodplains require ~~in the public interest~~ setback regulations to those otherwise specified in this title.

(Ord. 1973-119 § 3 (part), 1973: Ord. 1967-80 § 1 (6209), 1967)

18.58.020 - Special **building** setback lines—S (scenic).

- A. Purpose. Special **building** setback lines—S are established along streets to assure the provision of space for light, air, safety, circulation, and visual amenity, and to permit or require adjustment in the location of structures~~buildings~~ to observe unusual physical conditions. Special **building** setback lines shall be adopted and amended in conformance with the requirements of Chapter 18.74 and when adopted shall be set forth on the zoning map.
- B. Requirements. No structure shall be located closer to a street parcel line than the special **building** setback line. In any district where the least depth or least width of yard required for such distance is greater or less than the distance set forth for any special **building** setback line, the distance established by the special **building** setback line shall govern.
- C. Measurement. The location of a special **building** setback line shall be established by measurements in feet measured at right angles from the parcel line of the subject parcel.
- D. Special Building Setback Lines—S Adopted.
1. Skyline Boulevard—No structure~~buildings~~ shall be closer than two hundred feet to the right-of-way of Skyline Boulevard, provided, however, that the architectural and site control commission may allow a reduction of the setback to no less than one hundred feet when it finds that in such a location the proposed structure~~building~~ will not be visible from the right-of-way of Skyline Boulevard.
 2. Alpine Road—No structure~~buildings~~ shall be located closer than seventy-five feet to the right-of-way of Alpine Road in that section of Alpine Road lying between the northerly town limits and Portola Road.
 - 3.

Portola Road—No ~~structurebuilding~~ shall be located closer to the right-of-way of Portola Road in that section from the intersection with Alpine Road to the northwesterly town limits than as stipulated below:

a.

In zoning districts requiring a minimum parcel area of one acre or larger, no structure shall be closer to the Portola Road right-of-way than fifty feet; however, where a parcel has a side or rear parcel line contiguous with the Portola Road right-of-way, an accessory structure may come within twenty-five feet of the right-of-way provided the architectural and site control commission finds the structure will not be seen from Portola Road or that existing and/or proposed planting consistent with the character and quality of the Portola Road corridor will largely obscure the structure.

b.

In zoning districts requiring a minimum parcel area less than one acre, a one story house shall observe a minimum setback of thirty-five feet and any second story addition thereto shall observe a minimum setback of forty-five feet; alternatively, a two story house shall observe a minimum setback of forty feet. Structures which are not buildings shall adhere to the same setback requirements. Where a parcel has a side or rear parcel line contiguous with the Portola Road right-of-way, an accessory structure may come within twenty feet of the right-of-way provided the ~~A~~architectural and ~~S~~site ~~C~~ontrol ~~C~~ommission finds the structure will not be seen from Portola Road or that existing and/or proposed planting consistent with the character and quality of the Portola Road corridor will largely obscure the structure.

c.

Structures ~~s~~ existing as of the date of adoption of the ordinance codified in this subdivision (August 28, 1991), which do not comply with the setback requirements described herein are ~~not thereby~~ deemed ~~nonconforming structures as provided for in Chapter 18.46~~ and are not subject to the provisions contained in Chapter 18.46 ~~therein~~. For such a structure, the three-dimensional space it occupies which does not comply with the setbacks stipulated in subsection D.3.a. and b. of this section becomes a building envelope. Remodeling and rebuilding may occur within such a building envelope subject to normal design review requirements provided for in this section. In addition, the ~~A~~architectural and ~~S~~site ~~C~~ontrol ~~C~~ommission may allow architectural details to extend up to two feet from any wall surface on no more than ten percent of the building perimeter within the setbacks in subsection D.3.a. and b. of this section when such details will better ensure compatibility with the character and quality of the Portola Road corridor. This provision is not meant to allow any new construction or use in any existing structure deemed conforming under this subsection, without the required permits; all changes shall be subject to review as required in Chapter 18.46.

(Ord. 1991-265 § 1, 1991; Ord. 1973-119 § 3 (part), 1973; Ord. 1967-80 § 1 (6209.1), 1967)

Helen Wolter, Alpine Road. She was supportive of allowing more square footage for ADUs. She said she appreciates the proposal for 1,000 square feet on a property up to 2 acres; however, she would recommend increasing the allowable size for an ADU on a property of 2 to 3.5 acres. As stated in her letter attached to the staff report, she suggested the total gross floor area ratio (FAR) be considered when calculating the allowable size of an ADU. She suggested requiring a 60 days or less restriction instead of 30 days.

With no further public comment, Chair Ross brought the issue back to the Commission for discussion.

Commissioner Wilson said that a restriction of 60 days or less may restrict someone who needed to stay here because their child was being treated at Stanford.

The Commissioners agreed that no ADUs should be allowed on properties of less than 1 acre.

The Commissioners agreed that a 1,000-square-foot unit should be allowed on a property of 1 to 1.99 acres.

Commissioner Wilson said there should be a better middle ground as to the allowable size of an ADU on a 2- to 3.49-acre property, considering if a property was just over the 3.5 acres it could have two units. The Commissioners recommended the size allowed on a 2- to 3.49-acre property should be 1,200 square feet.

The Commissioners recommended that on a property of 3.5 or more acres, two 1,000-square-foot units (with only one detached) or one 1,500-square-foot unit should be allowed.

The Commissioners agreed that any ADU of less than 1,000 square feet would be administrative review and anything above would go to the ASCC for review.

Chair Ross asked if the law distinguished about the type of occupancy with regard to the length of time allowed – for instance a renter versus a visiting family member. Planning Director Pedro said the term “rented” is the key. She added that enforcement would be very difficult and would likely be complaint driven. Ms. Wolter said that in Mountain View, companies have purchased several ADUs and turned them all into Air BnB or VRBO rentals, in essence becoming a hotel, but not paying taxes or complying with the same regulations. Commissioner Breen noted that this was a Planning Commission issue, not the ASCC.

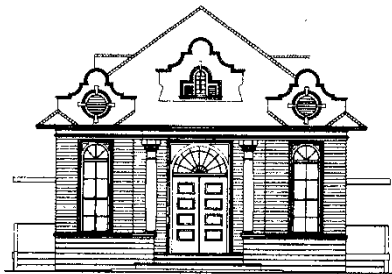
Commissioner Wilson asked if anything should be added regarding reduction in fees. Planning Director Pedro said that might be proposed with an agreement with the owner that the ADU will be rented out and not kept vacant or used as a guest house or home office.

(c) **Proposed “Clean-Up” Text Amendments to the Municipal Code Regarding Vending Machines, Basements and Scenic Corridor Setbacks**

Associate Planner Cassidy presented the staff report regarding text clean-ups of three different subsections of the Zoning Code.

The Commissioners agreed that Section D.3.c. should include an additional sentence stating that the use of the structure must not change.

(6) **COMMISSION AND STAFF REPORTS: [10:03 p.m.]**



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Debbie Pedro, Planning Director

DATE: May 10, 2017

RE: First Reading of Ordinance - Amendments to Accessory Dwelling Unit Ordinance
[Link to Attachments Page](#)

RECOMMENDATION

Staff recommends that the Town Council waive reading and introduce the attached ordinance amending Chapters 18.04 and 18.12 of the Portola Valley Municipal Code relative to accessory dwelling units.

BACKGROUND

An ADU is a secondary dwelling unit with complete independent living facilities for one or more persons and generally takes the following forms:

- **Detached:** The unit is separated from the primary structure and can be created by new construction or conversion/repurposing of space within an existing detached legal accessory structure.
- **Attached:** The unit is attached to the primary structure and can be created by new construction or conversion/repurposing of space within the existing structure.

On September 27, 2016, Governor Jerry Brown signed Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069) amending Government Code Section 65852.2 related to secondary dwelling units (referred to under the new legislation as “accessory dwelling units” or “ADUs”). The changes are intended to reduce barriers, better streamline the approval process and expand capacity to accommodate the development of ADUs. Local agencies are required to update their ADU ordinance to comply with the new state regulations. Any existing municipal codes that do not meet the requirements of state law is considered null and void, and only state standards may be enforced. Statutory changes in accessory unit provisions (§65852.2) is included in Attachment 2.

On October 12, 2016, the Town Council approved a Housing Options Strategic Plan with the intent to help increase housing opportunities to for seniors who wish to stay in Portola Valley, teachers, public safety and government workers, and other vital community members who may have been impacted by the ongoing housing crisis. Recommendation

Accessory Dwelling Unit Ordinance

#1 of the Plan calls for the Planning Commission to evaluate modifications to the ADU ordinance to possibly increase the maximum allowable size of second units and allowing second units on properties smaller than one acre. (Attachment 3)

The Planning Commission formed an ad hoc committee in November 2016 to work on ADU issues. The five-member committee, comprised of Planning Commissioners Judith Hasko and Nicholas Targ, the Planning Director, the Town Attorney, and the Fire Marshal, met on December 13, 2016 to discuss potential changes to the ADU ordinance. The ad hoc committee's recommendations were forwarded to the Architectural & Site Control Commission (ASCC) for review on February 27, 2017. The ASCC unanimously recommended approval of the ordinance with a change to further increase the maximum allowable size of ADUs on 2+ acres lots. The Planning Commission held two public hearings to review the draft ordinance and made further changes as discussed below. On April 19, 2017, the Planning Commission voted 4-0 (Goulden absent) to pass a resolution recommending Council approval of the ordinance amendments. (Attachment 4) Additional background information can be found in the Planning Commission and ASCC staff reports and meeting minutes. (Attachments 5 and 6)

DISCUSSION

Key changes to the ADU ordinance are as follow:

1. **Size Limit** – Under the current ordinance, ADU's are allowed on properties 1 acre or larger. As part of this ordinance update, the Planning Commission considered allowing ADUs on properties less than 1 acre in size. However, since smaller lots have reduced setbacks of as little as 10', an 18' tall 1,000 square foot building may have greater potential visual and privacy impacts compared to larger properties with greater setbacks. In addition, parcels smaller than one acre are mostly located in neighborhoods with narrow streets, lack of adequate parking, and high fire danger. The Planning Commission was concerned about increasing the density in these neighborhoods with already overburdened roads. After much discussion, the Commission agreed with the ASCC and the ad hoc committee to defer the consideration of ADUs on properties smaller than 1 acre to the Phase II update of the ordinance. The proposed maximum allowable sizes of ADUs are shown in the chart below.

Parcel Size	<1 acre	1-1.99 acres	2-3.49 acres	>3.5 acres
# of Residential Parcels in PV*	380	657	315	24
Current regulations	Not permitted	750 SF x 1 unit	1,000 SF x 1 unit	1,000 SF x 2 units
Proposed regulations	Not permitted	1,000 SF x 1 unit	1,200 SF x 1 unit	1,500 SF x 1 unit or 1,000 SF x 2 units

*Approximate numbers

2. Review Process – The current ordinance provides for ministerial review of ADUs up to 750 square feet that comply with certain design requirements. The design requirements covering height, exterior colors and materials, etc. are intended to help mitigate any potential off site impacts of the structure. Other than the rules related to parking as required by state law, the remaining design requirements stipulated in Section 18.12.1040.B.2 of the ordinance have not changed. Both the ASCC and Planning Commission supported ministerial review of detached and attached ADUs up to 1,000 square feet and recommended that ADU's over 1,000 square feet or that do not conform to the design requirements listed in Section 18.12.040.B.2 be subject to discretionary review by the ASCC.
3. Parking – Per the new state law, when an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, and when those off-street parking spaces must be replaced, the replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile lifts. Furthermore, no additional parking spaces shall be required for ADUs that are located within one-half mile of a public transit stop or car share vehicle pickup location, or within part of an existing legal structure.

The Planning Commission noted that the bus service in Town runs on a School Day only schedule and does not provide transit service at regular intervals to sufficiently serve the general public. As a result, the parking exception was not incorporated into the ordinance as there are no eligible public transit stop or car share vehicle pickup location in Town.

4. Utilities – State law provides that ADUs within existing legally created structures are not required to provide fire sprinklers if they are not also required for the primary residence nor be required to install new or separate utility connections. However, due to local climatic, geologic and topographic conditions, new detached second units are subject to the sprinkler requirement because it is a fire safety measure. Per section 18.12.040.B.6 of the ordinance, the Fire Marshal has the authority to waive or modify this requirement and will make the determination on a case by case basis.
5. Owner Occupancy and Rental Restrictions - Either the ADU or the main dwelling shall be owner occupied and ADUs shall not be used for rentals with terms of 30 days or less. The purpose of this requirement is to ensure that ADUs are used for housing and not as a commercial activity.

Staff concurs with the ASCC and Planning Commission and recommends approval of the proposed ADU Ordinance because it supports the Council adopted Housing Strategic Plan, is consistent with Program 3 of the 2014 Housing Element (amend the ordinance to encourage development of ADUs), and ensure that the Municipal Code would be in compliance with State regulations.

PUBLIC COMMENTS

The Town received emails from five residents expressing support of the proposed ordinance, particularly the increase in ADU size limits and owner occupancy restrictions. (Attachment 7)

CEQA Compliance

The proposed ordinance is exempt from California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code.

FISCAL IMPACT

None

ATTACHMENTS

1. Proposed Ordinance
2. California Government Code Section 65852.2
3. Council staff report on Housing Strategic Plan and meeting minutes dated October 12, 2016
4. Planning Commission resolution
5. Planning Commission staff reports and meeting minutes dated April 19 and March 15, 2017
6. ASCC staff report and meeting minutes dated February 27, 2017
7. Emails from residents received on April 19 and January 8, 2017
8. Ordinance 2015-408, Second Unit Ordinance

Approved by: Jeremy Dennis, Town Manager



ORDINANCE NO. 2017-_____

**ORDINANCE AMENDING SECTIONS OF TITLE 18 [ZONING] OF THE
PORTOLA VALLEY MUNICIPAL CODE RELATIVE TO SECOND UNITS**

WHEREAS, on January 14, 2015, the Town Council of the Town of Portola Valley (“Town”) adopted its current Housing Element identifying second units as a very effective way of providing affordable housing in town;

WHEREAS, recognizing the potential for second units as a housing strategy, California has passed several laws to lower the local regulatory barriers to construction, including a requirement that each local agency have a ministerial process for approving second units;

WHEREAS, in order to fully comply with the most recent California legislation (AB 229 and SB 1069), the Town must amend its Zoning Ordinance;

WHEREAS, the Town has a ministerial process available for approval of second units under limited circumstances and wishes to expand the scope of ministerial approvals;

WHEREAS, the Town desires to go above and beyond the requirements of State law to encourage the building of new second units and therefore desires to amend the Zoning Ordinance allow larger units, increasing the maximum size from 750 square feet to 1,000 square feet on one acre lots;

WHEREAS, due to local climatic, geologic and topographic conditions, after consultation with the Fire District, the Zoning Ordinance amendment requires detached second units to comply with local building code, including fire sprinkler requirements.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does **ORDAIN** as follows:

1. AMENDMENT OF CODE. Section 18.04.422 [Second Units] of Chapter 18.04 [Definitions] of Title 18 [Zoning] of the Portola Valley Municipal Code is hereby amended to read as follows:

A “Second Unit” which is referred to as an “Accessory Dwelling Unit” in State law means an attached or detached residential dwelling unit located on the same parcel as a main dwelling unit and which provides complete independent living facilities, including those for living, sleeping, eating, cooking and sanitation, for one household.

2. AMENDMENT OF CODE. Subsection (B) of Section 18.12.040 [Accessory Uses Permitted] of Chapter 18.12 [R-E (Residential Estate) District Regulations] of Title

18 [Zoning] of the Portola Valley Municipal Code is hereby amended in its entirety to read as follows:

- B. The Town Planner shall act on an application for a second unit, either attached or detached, within 120 days of receipt if the proposed second unit meets all of the conditions identified below. The application for a second unit shall include all the information required by Section 18.64.040.A.1 through 13. The Town Planner shall refer the application to the Town Geologist, Director of Public Works, Fire Chief and County Health Department for review prior to action on the application. Any application that does not meet all of the conditions identified below may apply for architectural and site plan review by the Architectural & Site Control Commission, provided that no second unit in the R-E-2A or R-E-2.5A zoning districts shall exceed 1,200 square feet and no second unit in the R-E-3.5A, R-E-5A or R-E-7.5A shall exceed 1,500 square feet.

1. Property and Unit Size.

- a. One attached or detached second unit up to 1,000 square feet is permitted on a parcel which is one acre or larger.
- b. Two second units up to 1,000 square feet each are permitted on a parcel of 3.5 acres or larger. Only one of the second units may be detached from the main dwelling, except that both second units may be detached if both are created by converting existing floor area in legal accessory structures into second units.
- c. An attached second unit as described in subsections 1.a and 1.b may be created in whole or in part through the conversion of existing space within the main dwelling unit.
- d. A detached second unit as described in subsections 1.a and 1.b above may be created in whole or in part through the conversion of an existing legal accessory structure.

2. Design Requirements. Except as stated expressly herein, a second unit must comply with the site development standards and design guidelines applicable to the R-E zoning district, including but not limited to parking, height, setback, lot coverage, landscape and maximum size.

- a. Second unit floor area is inclusive of any basement area, but exclusive of any garage or carport area.
- b. The second unit is served by the same vehicular access to the street as the main dwelling.
- c. Color reflectivity values shall not exceed 40%, except that trim colors shall not exceed 50% reflectivity. Roofs shall not exceed 50% reflectivity.
- d. Exterior lighting on the second unit shall not exceed one light fixture per entry door. All lighting fixtures shall comply with the Town's Municipal Code and Design Guidelines relative to lighting

fixtures. Path lights, if any, shall be the minimum needed for safe access to the second unit and shaded by fixtures that direct light to the path surface and away from the sky.

- e. Landscape plantings shall be selected from the Town's list of approved native plants and shall adhere to the Town's Landscaping Guidelines.
- f. The second unit shall not exceed a vertical building height of 18 feet with a maximum building height of 24 feet, as defined in Section 18.54.020A.
- g. The second unit shall have colors, materials and architecture similar to the main dwelling.
- h. The second unit shall not be visible from a local scenic corridor as identified in the General Plan.
- i. No setback shall be required for an existing garage that is converted to a second unit and a setback of no more than five feet from the side and rear lot lines shall be required for a second unit that is constructed above a garage.
- j. If the second unit is created by the conversion of existing space within the main dwelling unit, the second unit must have independent exterior access from the existing residence and side and rear setbacks that are sufficient for fire safety.

3. Parking Requirements.

- a. One dedicated parking space shall be provided for each second unit with one bedroom or less, and two dedicated parking spaces shall be provided for each second unit with two or more bedrooms.
- b. Parking spaces in garages or carports shall be at least 10 feet wide by 20 feet. Uncovered spaces shall be at least nine feet by 18 feet.
- c. Parking spaces do not have to be covered, guest spaces are not required and tandem parking is permitted.
- d. When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of a second unit, and when those off-street parking spaces must be replaced, the replacement spaces may be located in any configuration on the same lot as the second unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile lifts.
- e. If the second unit is created entirely by the conversion of existing space within the main dwelling unit, the parking requirements identified in subsections 3.a-3.d shall not apply.

4. Owner Occupancy and Rental Restrictions.

- a. A second unit shall be permitted only on a lot containing an existing single-family dwelling.
 - b. The second unit shall have the same address as the main dwelling.
 - c. Second units may not be sold separately from the main dwelling.
 - d. Either the second unit or the main dwelling shall be owner occupied. If the second unit is rented, any such rental shall not be for a term of less than 30 days.
5. An application for a second unit, if dependent on a septic tank and drain field, will be referred to and require approval of the County Health Officer in accordance with Town policies.
 6. Second units must comply with local Building Code requirements, including fire sprinkler requirements, unless a modification or waiver of the fire sprinkler requirement is approved by the Fire Marshall. A second unit created by the conversion of existing space within an existing single-family residence shall not be required to provide fire sprinklers if they are not required for the primary residence.
 7. Written notification of a second unit permit application shall be given to owner(s) of adjoining properties at least six days prior to action by the Town Planner.

3. SEVERABILITY. If any part of this ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or the applicability of this ordinance to other situations.

4. ENVIRONMENTAL REVIEW. Pursuant to Public Resources Code Section 21080.17, an ordinance providing for the creation of second units in single family residential zones is not subject to the California Environmental Quality Act.

5. EFFECTIVE DATE; POSTING. This ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town in three public places.

INTRODUCTED:

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST

Town Clerk

By: _____
Mayor

APPROVED AS TO FORM

Town Attorney

CHAPTERED CHANGES IN ACCESSORY UNIT PROVISIONS

65852.2.

(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and

shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall

not impose parking standards for an accessory dwelling unit in any of the following instances:

- (1) The accessory dwelling unit is located within one-half mile of public transit.
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (5) When there is a car share vehicle located within one block of the accessory dwelling unit.
- (e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.
- (f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).
- (2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.
- (A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.
- (B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

'TRACK CHANGES' VERSION: CHAPTERED CHANGES IN ACCESSORY UNIT PROVISIONS

65852.2.

(a) (1) *Any A* local agency may, by ordinance, provide for the creation of ~~second~~ *accessory dwelling* units in single-family and multifamily residential zones. The ordinance ~~may shall~~ do ~~any all~~ of the following:

(A) Designate areas within the jurisdiction of the local agency where ~~second-~~ *accessory dwelling* units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of ~~second-~~ *accessory dwelling* units on traffic ~~flow-~~ *flow and public safety*.

(B) (i) Impose standards on ~~second-~~ *accessory dwelling* units that include, but are not limited to, parking, height, setback, lot coverage, *landscape*, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that ~~second-~~ *accessory dwelling* units do not exceed the allowable density for the lot upon which the ~~second-~~ *accessory dwelling* unit is located, and that ~~second~~ *accessory dwelling* units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use ~~permits. Nothing in this paragraph may be construed to require a local government to adopt or amend an ordinance for the creation of second units.~~ *permits, within 120 days after receiving the application.* A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of ~~second units.~~ *an accessory dwelling unit.*

~~(b) (4) (1) An~~ *When* ~~existing ordinance governing the creation of an accessory dwelling unit by~~ a local agency ~~which has not adopted an ordinance governing second units in accordance with subdivision (a) or (c) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to this subdivision unless it~~ *or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency* ~~adopts an ordinance in accordance with subdivision (a) or (c) within 120 days after receiving the application. Notwithstanding Section 65901 or 65906, every local agency shall grant a variance or special use permit for the creation of a second unit if the second unit complies with all of the following: that complies with this section.~~

- ~~(A) The unit is not intended for sale and may be rented.~~
- ~~(B) The lot is zoned for single-family or multifamily use.~~
- ~~(C) The lot contains an existing single-family dwelling.~~
- ~~(D) The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.~~
- ~~(E) The increased floor area of an attached second unit shall not exceed 30 percent of the existing living area.~~
- ~~(F) The total area of floorspace for a detached second unit shall not exceed 1,200 square feet.~~
- ~~(G) Requirements relating to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.~~
- ~~(H) Local building code requirements which apply to detached dwellings, as appropriate.~~
- ~~(I) Approval by the local health officer where a private sewage disposal system is being used, if required.~~

~~(2) (5)~~ No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

~~(3) (6)~~ This subdivision establishes the maximum standards that local agencies shall use to evaluate ~~proposed second units on lots~~ *a proposed accessory dwelling unit on a lot* zoned for residential use ~~which contain~~ *that contains* an existing single-family dwelling. No additional standards, other than those provided in this ~~subdivision or subdivision (a)~~ *subdivision*, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an

~~owner-occupant.~~ *owner-occupant or that the property be used for rentals of terms longer than 30 days.*

~~(4) (7) No changes in zoning ordinances or other ordinances or any changes in the general plan shall be required to implement this subdivision. Any~~ *A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of ~~second units~~ an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.*

~~(5) (8) A second unit which conforms to the requirements of~~ *An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use which that is consistent with the existing general plan and zoning designations for the lot. The ~~second units~~ accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.*

~~(c) (b) No~~ *When a local agency shall adopt an ordinance which totally precludes second units within single-family or multifamily zoned areas unless the ordinance contains findings acknowledging that the ordinance may limit housing opportunities of the region and further contains findings that specific adverse impacts on the public health, safety, and welfare that would result from allowing second units within single-family and multifamily zoned areas justify adopting the ordinance. that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.*

~~(d) (c)~~ *A local agency may establish minimum and maximum unit size requirements for both attached and detached ~~second~~ accessory dwelling units. No minimum or maximum size for a ~~second~~ an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings which that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.*

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) *The accessory dwelling unit is located within an architecturally and historically significant historic district.*

(3) *The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.*

(4) *When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.*

(5) *When there is a car share vehicle located within one block of the accessory dwelling unit.*

~~(e) Parking requirements for second units shall not exceed one parking space per unit or per bedroom. Additional parking may be required provided that a finding is made that the additional parking requirements are directly related to the use of the second unit and are consistent with existing neighborhood standards applicable to existing dwellings. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction. Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

(f) (1) Fees charged for the construction of ~~second-~~ *accessory dwelling* units shall be determined in accordance with Chapter 5 (commencing with Section ~~66000~~) *66000* and Chapter 7 (commencing with Section 66012).

(2) *Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.*

(A) *For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.*

(B) *For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its*

plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of ~~second units.~~ *an accessory dwelling unit.*

(h) Local agencies shall submit a copy of the ~~ordinances~~ *ordinance* adopted pursuant to subdivision (a) ~~or (c)~~ to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) “Living ~~area,~~ *area*” means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) “Local agency” means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, “neighborhood” has the same meaning as set forth in Section 65589.5.

(4) ~~“Second-”~~ *“Accessory dwelling unit”* means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. ~~A second- An~~ *accessory dwelling unit* also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for ~~second- accessory dwelling~~ units.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Town Council

FROM: Jeremy Dennis, Town Manager
Debbie Pedro, Planning Director

DATE: October 12, 2016

RE: Draft Housing Options Strategic Plan - Follow-Up Discussion

RECOMMENDATION

Staff recommends adoption of a draft housing options strategic plan which contains recommendations to:

- Create a list of programs and concepts for further review by Town staff, commissions and committees, as listed in the staff report
- Adopt a public outreach plan
- Adopt a timetable for research and input
- Create an ad hoc committee to explore potential housing options to be built in Portola Valley
- Postpone completion of the housing impact fee study

BACKGROUND

On July 13th, 2016, the Town Council reviewed a staff report requesting direction on “next steps” to begin a conversation about the impacts of the ongoing housing crisis in Portola Valley, and the Town’s part in addressing its impact on the community (Attachment 1). The July 13th staff report provided a summary of the Town staff’s understanding of the local impacts of the regional housing crisis:

1. Talented education professionals and public safety officials are moving away as they cannot afford to live in or near Town
2. Seniors or “empty nesters” who wish to downsize are unable to do so as there are no real housing opportunities in Town, and as a result, their homes do not reenter the housing market
3. Traffic to employment centers is unbearable immediately outside Town, and more people are using Town streets to attempt to skirt freeway traffic
4. Employees of Town businesses are driving long distances to reach their jobs, or are finding other jobs closer to home

5. Family members who grew up in Portola Valley are unable to live in or near Town, unless they move back into their family's home

After discussion, the Council directed staff to provide at a later meeting a process for community engagement, and identify potential options for the Town to explore.

This memo summarizes the Council's direction to staff, provides follow-up discussion on each of the six "buckets" of ideas identified by Council as potential solutions, and a timeline to carry out the strategic plan.

Regardless of the approach adopted, it must be noted that Portola Valley cannot solve the region's housing ills on its own; any set of solutions ultimately approved should be appropriate to the community's size and value system and must build upon the successes that have made Portola Valley such a special place to live and work.

DISCUSSION

At the July 13th meeting, the Town Council identified six "buckets", or groupings of ideas to be considered, that should be prioritized by staff:

1. Accessory Dwelling Units (ADUs)
2. Affiliated Housing Opportunities
3. Housing Opportunities on Town-Owned Land
4. Review of the Inclusionary Housing Program/Update on Housing Impact Fee
5. Shared Housing
6. Public Outreach/Timeline/Review by Commissions and Committees

Each was researched by Town staff, and below are recommendations based on that research. The recommendations make up the draft housing options strategic plan.

1. Accessory Dwelling Units (ADUs)-Second Units and Junior Second Units

Secondary Dwelling Units-The Town's Second Unit Ordinance was last updated on September 9, 2015 (Ord. 2015-408). Per Program 3 of the approved 2014 Housing Element, the following amendments were made to the Zoning Ordinance to encourage the production of second units.

1. Allows second units on parcels two acres or larger to have up to 1,000 square feet of floor area, rather than the previous limit of 750 square feet.
2. Allows two second units to be built on parcels 3.5 acres or larger. One of the units is required to be attached to the main house and the other unit would be a detached structure. This change allows owners of larger properties to accommodate more housing, particularly for family members and potentially any employees, such as groundskeepers or caregivers.
3. Allows staff level review and approval of second units up to 750 square feet, rather than the previous limit of 400 square feet.

In the 11 months since the adoption of the Ordinance amendments, the Town has received eight (8) second unit applications. Historically, the Town has strongly supported

the creation of second units as a way to create affordable housing opportunities and as a preferable alternative to construction of other housing types such as multi-family developments. Given the success of the ordinance, its expansion to other zoning districts is recommended for review.

Recommendation One: Direct the Planning Commission to review amendments to the Second Unit Ordinance that could increase the maximum allowable size of the unit; allow second units on smaller (<1 acre) properties; waive permit fees; and possibly subsidize development cost.

Cost of a Second Unit

In general, commonly cited impediments to developing second units include minimum lot size and parking requirements. In addition, utility upgrades (electrical, water, sewer/septic) and fire sprinkler requirements may be triggered when adding new floor area to a property.

The Town's natural physical environment represents a significant constraint to development. Due to steeply sloping properties, geotechnical constraints, and the provision of utilities and sewage systems, the cost of construction in Portola Valley is considerably higher than elsewhere in the Bay Area. Projects are reviewed to ensure that landslides and other slope/soil stability hazards are suitably mitigated. The necessity for additional engineering and construction provisions, as well as for greater scrutiny in design and construction oversight, adds to the cost of development.

According to a local architect, the estimated cost for residential construction in 2016 is between \$350 and \$500 per square foot, not including permit fees levied by the Town and/or other public agencies.

Below is an explanation of the permit fees and the estimated cost to construct a 750 square foot second unit on a property with a septic system in 2016.

The Planning fee is comprised of a non-refundable flat fee and a deposit, against which professional planning and engineering staff charge to provide review services. This fee structure reflects the Town's actual cost for staff time for preparing projects for ASCC review and approval.

Building permit fees are charged to cover costs associated with the review of building plans for conformance with the California Building Standards Code as well as costs associated with conducting building construction inspections. The fees charged for building permits are based on the valuation of the construction.

The Town and special districts also impose new development fees for the construction and/or connection of new infrastructure systems to existing systems. This includes water and sewer fees and connection charges to address issues associated with increased system capacity demands and impacts.

While not imposed by the Town, local school districts charge a fee that is linked to the size of new construction and must be paid prior to issuance of building permits. The purpose of the fee is to compensate serving school districts for the costs associated with the demand for additional services and classroom space generated by new residential

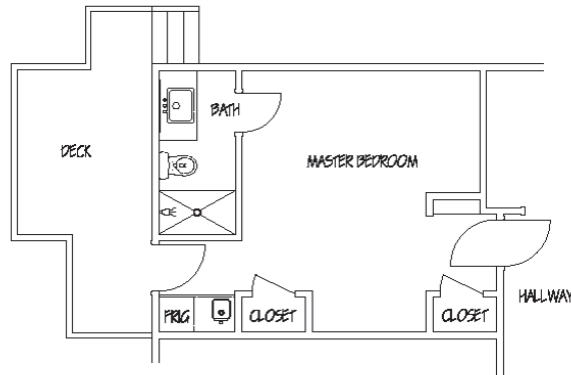
development. The two districts which collect fees in the Town are the Sequoia Union High School District (SUHSD) and the Portola Valley School District (PVSD), which levies a combined fee of \$3.48 per square foot for residential construction within the Town.

Estimated Permit Fees	Approximate Cost for Second Unit (750 sq. ft.)
Building Permit (plan check and inspection)	Fee: \$ 5,300
Planning Permit-ASCC, <i>if applicable</i>	Fee: \$675, Deposit: \$1500
Geologic Review	Fee: \$260, Deposit: \$2500
Fire Dept. Review	Fee: \$120
County Environmental Health Review (septic system), <i>if applicable</i>	Fee: \$909
Schools Fees - \$3.48/SF x 750 sq. ft.	Fee: \$2,610
Subtotal	\$13,874
Estimated Plan Preparation/Design Cost	
Architect	\$25,000-\$50,000
Structural Engineer	\$7,000-\$15,000
Surveyor	\$1,500-\$1,800
Geotechnical Engineer	\$4,000-\$5,000
Septic System Designer	\$8,000-\$10,000
Subtotal	\$45,500-\$81,800
Estimated Construction Cost	
Labor and materials \$350-\$500 per sq. ft.	\$262,500-\$375,000
Fire sprinklers (Build holding tank or install new line and meter)	\$2,000 or \$100,000
Septic system upgrade, <i>if applicable</i>	\$20,000-\$30,000
Subtotal	\$284,500-\$505,000
Total Estimated Cost for a 750 sq. ft. Second Unit	\$343,874-\$600,674

The above chart demonstrates the limited ability for the Town to influence the cost of the production of a second unit. However, Town staff does believe conversations with our partners at the County and in the private sector could provide better understanding of their costs and opportunities for improvement.

Recommendation Two: Direct staff to work with regional agencies and private sector partners to reduce costs and eliminate barriers to second unit construction.

Junior Second Units (JSU)- Junior second units are smaller, less impactful living spaces that would entail conversion of an existing bedroom within a dwelling to create a flexible-private living situation in conjunction with the owner-occupied unit. The concept of JSUs was first developed in Marin County by Rachel Ginis, Executive Director of Lilypad Homes, a non-profit organization dedicated to creating second unit housing that offers more affordable housing options for homeowners and renters.



Similar to secondary units, JSU's count towards a jurisdiction's Regional Housing Needs Allocation (RHNA) numbers. Each jurisdiction's requirements may differ slightly but in the City of Novato, which adopted a Junior Second Units ordinance in December 2014, the JSU program provides flexibility for homeowners to repurpose an extra bedroom in the house for additional rental income with minimal additional code requirements.

- No additional parking required
- No water or sewer connection fees
- No fire sprinkler requirement
- Simple approval process (building permit for interior remodel)

Recommendation Three: Direct the Planning Commission to work with Town staff to further review and develop a Junior Second Unit Ordinance to allow conversion of existing space within single family homes into a junior accessory dwelling unit.

2. Affiliated Housing Opportunities

Housing Element Program on Affiliated Housing - In the early 1990's, the Town developed a housing program that expanded zoning to allow multifamily housing on institutional sites for employees and staff affiliated with the institutions that own the parcels. This program (Program 2 of the 2015 Housing Element) allows affiliated affordable multifamily housing on three designated sites in town: the Sequoias, the Priory School, and the Stanford Wedge. Town staff regularly engages with these affiliated housing partners to understand their needs as well as to share the Town's priorities.

During the course of these regular meetings, initial thoughts were shared regarding potential housing concepts at the Stanford Wedge property for housing. Town staff, the appropriate commissions, and the Town Council will review any proposal should Stanford wish to pursue housing concepts at the Wedge.

Additional housing is currently being pursued at Woodside Priory School; once complete, the Priory School will have 27 housing units in total. The Sequoias has no plans for affiliated housing at this time; staff will continue to engage with both of these affiliated housing partners.

Employee Housing on Commercial and Institutional Properties

The affiliated housing program is a useful tool to link local employment with housing needs. There is currently no Town policy that addresses affordable housing on non-residential uses except for the Sequoias, Priory School and Stanford Wedge. Given that there are additional employers in town that may have the capacity and desire to house their employees, staff recommends engagement with these future partners to determine general interest and any possible barriers to housing on their properties.

At the July 13, 2016 Council meeting, Vice Mayor Hughes suggested that the Town survey workers in Portola Valley to gauge the need for local housing for the Town's workforce. The Council can direct staff to design a survey to collect this information and report back to Council with the findings before developing a program for employee housing on commercial and institutional properties.

Recommendation Four: Direct staff to engage with businesses in Town to gauge interest in joining the Town's Affiliated Housing program created by the Housing Element. Changes to the Housing Element requires a recommendation by the Planning Commission, one public hearing by the Town Council, and appropriate public noticing.

Recommendation Five: Direct staff to conduct outreach to local employers and pre-approve an employee survey

3. New Housing Opportunities on Town-Owned Land

Like many other municipalities, the Town of Portola Valley owns a number of lots acquired through the Inclusionary Housing Ordinance, remnants of larger lots, and acquisitions. The Town currently owns 26 properties¹, ranging in size from 0.017 to 16.05 acres (Attachment 2). Most are not developable given their location, size,

¹ Not including Town facilities

proximity to utilities, or geologic challenges. However, if the Council would like to further explore opportunities to produce modest and appropriate numbers of housing on town-owned land, Town staff can more formally examine potential locations: additional study is required to determine any development constraints and the number of potential housing units the sites may yield. This option may require General Plan and Zoning amendments.

In conjunction with this evaluation, Town staff would develop criterion for the occupancy of such units, based on employment and income range. Staff believes that teachers, public safety officials, health care providers, and residents who wish to age in the community should be priority occupants.

Recommendation Six: *Create an ad hoc committee to review and recommend potential housing on Town-owned properties. Staff recommends the ad hoc committee be made up of two Councilmembers, two Planning Commissioners chosen by that body, and three residents appointed by the Town Council.*

Recommendation Seven: *Direct staff and ad hoc committee to identify potential town-owned sites for potential housing units, and criteria for their occupancy.*

4. Inclusionary Housing Ordinance/Housing Impact Fee

Inclusionary Housing Ordinance- Inclusionary housing is a tool that requires all market rate housing developers to provide some below market rate housing as part of a development. Portola Valley first adopted an inclusionary housing program as part of the 1990 Housing Element update. The Town's Inclusionary Housing Ordinance (ORD. # 1991-262) requires developers to provide 15% of new lots to the Town for below market rate housing as part of every subdivision, or pay an in-lieu fee. Currently, this is the only program the Town has that produces resources for affordable housing, either in the form of below market rate units or in-lieu funds. Given that very few subdivisions are created in Portola Valley, funds for affordable housing (while significant given the size of the subdivision) are not dependable.

Program 1 of the 2014 Housing Element calls for an update to the Town's inclusionary housing program to require developers to build affordable housing units with an approved subdivision, reducing the percentage of lots required for below market rate housing, and/or applying a housing impact fee to projects. A nexus study is needed to support any amendments to the Town's inclusionary housing requirements.

In 2015, the Town participated in the County-wide Grand Nexus Study project, a collaborative effort to study residential and commercial impact fees to support affordable housing in San Mateo County. A draft report was prepared for the Town by Strategic Economics and Venazza Wolfe Associates; Other municipalities in San Mateo County have participated the nexus study project and some have adopted housing impact fees based on the results of their jurisdiction specific reports. The draft report for Portola Valley is on hold pending further review of the need for the housing impact fee.

The Town's Inclusionary Housing Ordinance explicitly links its fees to affordable housing projects and programs, but does not specify what those programs are. If the Town chooses to adopt a housing impact fee, it is anticipated that fees would be generated every year (depending on the type of fee eventually adopted). However, the Town does

not have a program that would currently benefit from such a fee (Town staff have identified potential small-scale programs that could be supported by the fee, but it is not anticipated that any large projects would require ongoing fee support similar to the types of programs larger municipalities manage).

A housing impact fee could be used, like it is in other municipalities, to support the Housing Endowment and Regional Trust (HEART)'s affordable housing support programs; the County of San Mateo has committed half of the funds from their housing impact fee to HEART; other cities are following suit.

Recommendation Eight: *Postpone further work on the draft housing impact fee study until the Town Council has adopted the housing option strategic plan, which will include a list of concepts and programs and identified which program(s) may be funded by a housing impact fee. Once the program(s) have been adopted, Town staff can return to the Town Council with recommendations on the future of the Inclusionary Housing Ordinance and the housing impact fee. The General Plan and Town ordinances may require amendments.*

Use of Existing Affordable Housing Funds – Because of the inclusionary housing program, as of September 1, 2016, the Town has accumulated \$3,482,477.00 in its affordable housing fund.

These existing funds can be expended under the current Inclusionary Housing Ordinance to assist in the purchase or development of housing projects in Town.

Recommendation Nine: *Postpone allotment of existing affordable housing funds accumulated from the Inclusionary Housing Ordinance until completion of the housing options strategic plan.*

5. Shared Housing

HIP Housing - HIP Housing, a San Mateo County nonprofit organization, has been helping people find housing opportunities through the agency's Home Sharing Program.

HIP Housing's Home Sharing Program:

- Offers a home sharing program free of charge
- Interviews prospective renters and completes an application
- Requests three character references, proof of income and identification
- Checks and follows up with the San Mateo County Superior Court and National Sex Offender databases to determine if clients have a criminal history
- Provides resources to clients on what questions to ask of prospective tenants during interviews
- Assists clients in completing a Living Together Agreement
- Provides mediation and follow-up support

In 2015, in collaboration with the Town, HIP Housing sent letters to Portola Valley homeowners who have a second unit or possible space available in their home to provide information about the Home Sharing Program. In addition, to assist HIP

Housing with their outreach efforts, the Town has provided a booth at the Farmer's Market and posts their monthly flyers on the PV Forum.

Recommendation Ten: *Continue to assist HIP Housing with publicizing their services by providing more exposure on the Town's website, at the Farmer's market, or develop an outreach program that specifically targets potential providers.*

6. Public Outreach/Timeline

Critical to this process is the engagement of residents. Engagement on an issue like housing is a two-way street; it is both an opportunity to hear from residents on their ideas and concerns, but also a chance to educate and update the community. Given the sensitivities that typically surround a conversation about housing, it is imperative that any public process be transparent and inclusive.

Town staff suggests the following robust engagement:

- The use of online tools, such as the one recently used successfully by the Town Center Master Plan Committee, to gather as many residents' ideas as possible
- Hold at least two public meetings in the Community Hall to provide a forum for in-person engagement as well as information on the housing crisis
- Identify resources to help visualize ideas outlined in this staff report
- Refer ADUs (second units and junior second units) review to the Planning Commission
- Create an ad hoc committee, made up of members of the Town Council, the Planning Commission and community members to review staff work and potential proposals of new housing in Portola Valley

It is anticipated that the above engagement can be completed early spring 2017, with a draft housing options strategic plan ready for review by the Town Council mid-spring 2017.

Recommendation Eleven: *Direct staff to begin work on the above public engagement process.*

FISCAL IMPACT

There is no fiscal impact associated with approval of the majority of the recommendations in this staff report. Recommendation One could result in waiver of fees or subsidy of development by the Town. Recommendations Five and Eleven will result in costs associated with the production of a survey, the use of an online engagement tool, and visualization of any of the ideas subsequently generated; funding for these items will be proposed to the Town Council at a later date.

ATTACHMENTS

1. Council staff report dated July 13, 2016
2. Town-owned property map

San Mateo is also doing a charter amendment to extend the people who are currently serving who would expire in 2019.

Steve Hedlund said vote by mail was significantly less expensive and asked if that was an option to consider. Ms. Hanlon said the vote by mail trial in 2015 was successful but there has not been a decision made by the County Election Officer as to whether it will go all vote by mail.

With no further comments or questions, Mayor Derwin brought the issue back to the Council for discussion.

Councilmember Richards said the Town obviously has to make the change. He said the easiest thing to do is extend the terms and pursue that through the public process.

Councilmember Wengert said it makes sense that the Town should not have odd-year elections, but some discomfort comes in the Councilmembers deciding to extend their own terms. She asked if there were any other data points to consider. Town Manager Dennis said staff's review was solely from a cost perspective, which made it easy to recommend the option of extending the terms.

Councilmember Richards agreed and said he was somewhat uncomfortable with the Council making the decision, although he agreed it made sense to make the change to even years right away. He asked if there were any modifications that could be made to make it as public as possible.


Vice Mayor Hughes said the short deadline did not provide a lot of flexibility. He said this was authorized by law, which somewhat eases his comfort about the Council making this decision and said there did not seem to be much of a choice considering the financial impact.

Town Attorney Prince said the Elections Code authorizes the addition or subtraction of one year of term for situations like this. She said the odd-numbered election years was adopted in 1987.

Jon Silver, 355 Portola Valley Road. Mr. Silver said he recalled making the decision as a Councilmember to consolidate the School Board elections when they could have chosen general or statewide elections. He said they did not extend their terms but shortened them, because he did not feel it was right, without voter approval, to lengthen his own term. He said the reason they chose odd-numbered years was so that folks could focus fully on local government and not be distracted by national and statewide campaigns. He was not supportive of the SB 415 mandate.

Vice Mayor Hughes said unfortunately there is no flexibility because if their terms were reduced by a year they would be up for election next week.

The Town Council approved consolidation with the statewide general election, occurring on even years, and extending two Councilmembers' terms from 2017 to 2018 and three Councilmembers' terms from 2019 to 2020. After Town Clerk Hanlon explained the costs for an odd-year election, Mr. Silver said that was certainly a different order of magnitude.

 (7) Recommendation by Town Manager – Draft Housing Options Strategic Plan – Follow-Up Discussion.

Town Manager Dennis presented the staff report recommending adoption of a draft housing options strategic plan.

- **Recommendation One:** Direct the Planning Commission to review amendments to the Second Unit Ordinance that could increase the maximum allowable size of the unit; allow second units on smaller (<1 acre) properties; waive permit fees; and possibly subsidize development cost.

Councilmember Wengert thanked staff for a terrific report. She asked Planning Director Pedro how many additional properties could qualify for the 1,000-square-foot second unit by reducing the lot size requirement to 2 acres. Planning Director Pedro did not know the exact number. She said it could be researched or taken to the Planning Commission as part of their review. Councilmember Wengert said it would also be useful to the Council and the Planning Commission in determining impact if they could see the breakdown, including properties of less than 2 acres. She asked if the idea had come up regarding modular housing as an approach to second units. Planning Director Pedro said modular or prefab housing is currently permitted and allowed, although they don't see a lot of them. She said they tend to see more custom homes, even for the smaller second units. She said they have had inquiries but does not know if any applications have actually been submitted.

Councilmember Richards said there was some discussion regarding allowing second units on smaller lots and finding some smaller lots that have existing legal non-conforming second units that might be good models. Planning Director Pedro said that has not been researched yet, but it is a good idea.

Mayor Derwin asked if people were allowed to put a trailer on their property as a second unit. Planning Director Pedro said those would be considered RVs and would fall under a different code requirement. She said they would have to be outside of the setbacks and falls under a different set of construction codes. She said the tiny houses movement has brought up an inquiry. She said, however, that once the Town provided the requirements, that person hasn't come back.

Mayor Derwin called for questions or comments from the audience.

An unidentified individual asked if the people in Woodside or Atherton have been approached regarding these issues. Town Manager Dennis said there has been no specific conversation with them related to the staff report before the Council tonight; however, there have been general conversations on a staff-to-staff level. He said his colleagues in the other cities know the Town is discussing this. Mayor Derwin said she has spoken informally regarding this subject with a colleague in Woodside.

Meg Abraham, Alpine Road. She asked if the goal was affordable housing or increased housing. She said she doesn't know what affordable housing means in this context, what would qualify for the State's affordable housing. She said with regard to second units, even those who have non-conforming grandfathered in second units, the cost in City fees coupled with the intrusion of the ASCC, just to make maybe \$1,000 or \$2,000 a month on a second unit, is very daunting. She said the Council needs to look at costs, not just subsidizing, to lessen the pain, or the residents are not going to consider it.

Mayor Derwin said she understands those concerns because she's trying to build one herself right now.

Bill Youstra said Westridge is material to this issue because there is the capacity there in terms of acreage, and he has not heard if they are supportive or not. He said when he installed solar at his house, there was a group buy and the Town was very accommodating and facilitated installation of solar by reducing the friction associated with it. He said if residents could add prefab second units, possibly marketed as a group buy, for which the Town provided preapprovals and fixed fees, it could move very quickly.

Mayor Derwin said she agreed and that exact idea has been discussed at the County level.

Helen Walter, 4600 Alpine Road. She said her mother bought her property of 1.8 acres 30 years ago. Her mother would like to age in place and Ms. Walter has the money to build a second structure for herself and her son on the property. However, the 750-square-foot limit is not enough room for them. She said they could expand her mother's house by 3,000 square feet but they want their own house. She said below market rate housing is usually 900 square feet for a two-bedroom unit. She said this is a regional

issue because everyone crosses jurisdictions on a daily basis and driving long distances between homes and jobs increases traffic for everyone.

With no further comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Two:** Direct staff to work with regional agencies and private sector partners to reduce costs and eliminate barriers to second unit construction.

Councilmember Wengert asked Town Manager Dennis who he would be approaching regarding the regional agency fees. Town Manager Dennis said County would be the primary. Mayor Derwin said she is building a one-bedroom, 750-square-foot affordable housing unit on her property. She shared some of the obstacles and large fees associated with that. She said she would like the Town to work out some of these obstacles for the residents.

Vice Mayor Hughes said it appeared the real bulk of the cost is construction so looking at modular units would be a huge benefit.

With no further comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Three:** Direct the Planning Commission to work with Town staff to further review and develop a Junior Second Unit Ordinance to allow conversion of existing space within single family homes into a junior accessory dwelling unit.

In response to Vice Mayor Hughes' question, Planning Director Pedro said that current code does not allow a second kitchen or cooking facilities in the main house.

In response to Councilmember Wengert's question, Planning Director Pedro said the code required a separate entrance and there is no limitation for number of entrances on a building.

With no further comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Four:** Direct staff to engage with businesses in Town to gauge interest in joining the Town's Affiliated Housing program created by the Housing Element. Changes to the Housing Element requires a recommendation by the Planning Commission, one public hearing by the Town Council, and appropriate public noticing.
- **Recommendation Five:** Direct staff to conduct outreach to local employers and pre-approve an employee survey.

Town Manager Dennis said the Town currently has an affiliated housing program with Stanford University, Woodside Priory, and The Sequoias. He said Woodside Priory currently has approximately 20 on-site housing units and will be adding more. He said Recommendations Four and Five would gauge interest and provide information regarding the scope of the issue.

Vice Mayor Hughes said it has come up that people don't necessarily want to live on-site where their jobs are located. He said swaps have also been discussed, not just in Town but including neighboring Towns.

Councilmember Aalfs asked if the affiliated housing at the Priory is deed restricted. Planning Director Pedro said The Priory will have a total of 27 housing units, but not all are affordable housing units. She said one or two are deed restricted. She said the housing units are for their faculty and they are charging below market rate rents even though they are not deed restricted.

Town Attorney Prince said, with regard to trading or swapping employee housing, there are some parameters around employee housing. She said that when it is expanded beyond that, there may be some Fair Employment Housing Act laws that would have to be researched.

Bill Youstra Cervantes Road. He asked if there had been any discussion around developing the Stanford Wedge. Town Manager Dennis said staff regularly has conversations with all three of the affiliated housing partners. He said conversations with Stanford University have indicated some potential interest in the future and the conversations are continuing. Planning Director Pedro said the 2014 General Plan Housing Element states that in the 2014-2022 planning period, there is a specific program to take a closer look at the feasibility of development on the Stanford Wedge. Mr. Youstra asked if the Priory was limited by their own financial capacity to develop or if there were other restrictions. Mr. Youstra said housing really governs the school's ability to recruit great teachers. Town Manager Dennis said the Priory fundraises and contributes money to construction, so the financial aspect is a consideration. Planning Director Pedro said the master plan that was approved by the Planning Commission identifies how many housing units, academic buildings, fields, etc., so in some ways the development on the property is governed by the use permit. Vice Mayor Hughes said the Priory is not at the limit – they can build 11 more units under their current permit.

Councilmember Aalfs asked how many units the Sequoias currently have permitted by their master plan. Planning Director said they have none for affiliated housing. She said the Sequoias are currently reviewing their master plan and they plan to bring an application sometime next year.

With no further comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Six:** Create an ad hoc committee to review and recommend potential housing on Town-owned properties. Staff recommends the ad hoc committee be made up of two Councilmembers, two Planning Commissioners chosen by that body, and three residents appointed by the Town Council.
- **Recommendation Seven:** Direct staff and ad hoc committee to identify potential Town-owned sites for potential housing units, and criteria for their occupancy.

With no comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Eight:** Postpone further work on the draft housing impact fee study until the Town Council has adopted the housing option strategic plan, which will include a list of concepts and programs and identified which program(s) may be funded by a housing impact fee. Once the program(s) have been adopted, Town staff can return to the Town Council with recommendations on the future of the Inclusionary Housing Ordinance and the housing impact fee. The General Plan and Town ordinances may require amendments.
- **Recommendation Nine:** Postpone allotment of existing affordable housing funds accumulated from the Inclusionary Housing Ordinance until completion of the housing options strategic plan.

In response to Councilmember Aalfs question, Town Manager Dennis said the inclusionary housing fee would stay in place if a subdivision was proposed and would be governed under that ordinance. Since the Town does not have a housing impact fee, there would be no further work done on that.

Meg Abraham, 4536 Alpine Road. She said she is supportive of the idea of the Town paying for a subdivision. She said she does not want to see affordable housing tucked away in some corner because that would be ghettoizing. She said if there is going to be a subdivision of affordable housing, it needs to be central to Portola Valley so that these people remain part of the community. She said there would also need to be a method to keep an affordable housing subdivision affordable, possibly where the Town

maintains some control over the subdivision. She said, as a long term resident, it breaks her heart that many teachers can no longer stay in Portola Valley. She said she would also like to see retirement age planning put into any sort of subdivision that would utilize this sort of money.

Vice Mayor Hughes pointed out that money loses effective value the longer it sits in the Inclusionary Housing Fund and it doesn't make sense to look to collect more money until the Town determines what it will be spent on.

Monika Cheney, Goya Road. She said the staff report indicates there is currently \$3.5 million in the affordable housing fund. She said it is unclear to her what the possibilities are for that money. She asked if the money was available for housing projects on Town-owned land or the other programs that have been discussed, or if the Town can use it to buy property. Town Attorney Prince said Recommendation Eight is to consider what the Town Council would be interested in using the funds for and there is not currently a defined program beyond that it needs to be used for affordable housing, which could include a variety of things including purchasing property to work with an affordable housing developer to build, building affordable housing on Town-owned land, etc.

Town Manager Dennis said staff is trying to explore where the potential programs could go and then come back and revisit whether or not the Inclusionary Housing Ordinance is the appropriate place to fund those things, or to find some other mechanism for it. He said there is no recommendation at this time regarding what it should be used for because it is unknown what will come out of this discussion.

Vice Mayor Hughes asked if it was correct to say it is fairly flexible, although there may be legal constraints from the County or the State, as long as it's being spent on something to do with low-income housing. Town Attorney Prince said it is required to be spent on affordable housing, and as it gets down to specific things the Town Council wants, the legal limitations can be researched.

With no further comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Ten:** Continue to assist HIP Housing with publicizing their services by providing more exposure on the Town's website, at the Farmer's market, or develop an outreach program that specifically targets potential providers.

Vice Mayor Hughes asked what kind of numbers HIP Housing has historically placed in Portola Valley. Town Manager Dennis said it is minimal and in recent years it is zero. He said staff recently worked with HIP Housing in PV Ranch to including information about their program in the newsletter. He said there were a couple of people who wanted to learn more about it. He said it is very challenging to get the word out about this program. Mayor Derwin said HIP Housing thoroughly vets their candidates and they have great success stories.

Councilmember Aalfs said Recommendation Ten ties in nicely with Recommendation Three about the junior second units.

With no further comments or questions, Town Manager Dennis continued with the staff report.

- **Recommendation Eleven:** Direct staff to begin work on the above public engagement process.

Town Manager Dennis said staff hopes to be able to go through all the recommendations and have something back to Council in mid-spring 2017.

John Silver, 355 Portola Road. He said he was involved, in the early-1990s, in the first really extensive and serious revamp of the Housing Element, which was approved by the State Department of Housing and Community Development. He described the process at that time, which included field trips that were

very valuable. He said the more that real knowledge can be brought to people, the better the chance to come together as a community about things that will serve the Town well and make the community better.

With no further questions or comments, Mayor Derwin brought the item back to the Council for discussion.

Councilmember Richards said that, considering the scope of the issue, Recommendations One through Seven all need to be implemented, and probably simultaneously. Councilmember Wengert agreed.

Councilmember Wengert said parts of Recommendation One should be prioritized. She said a lot of emphasis should be put on the breakdown of lot sizing and how much it will add to inventory because that will drive what proposal might be sent to the Planning Commission. She said it should be significant enough to potentially provide for a fair number of units being built. She said allowing second units on properties smaller than one acre was also a priority. She said waiving permit fees and subsidizing development costs would be a lower priority. She was supportive of a Junior Unit Ordinance.

Town Manager Dennis said the subsidizing and waiving of fees could be bifurcated and grouped with the postponed allotment of existing affordable housing funds.

Mayor Derwin said she really liked Mr. Youstra's idea regarding a group buy of modular units and asked if that would be something the Planning Commission would look into. Councilmember Wengert said since the ordinances allow for modular, that could probably be done at staff level. Councilmember Aalfs said it would be possible if it was decided that 1,000 square feet was appropriate on more lots, and if a pre-engineered, pre-approved solution for anything up to 1,000 square feet could be developed. Councilmember Richards said it would require ASCC involvement.

Town Attorney Prince said design standards could be crafted with modular units in mind. If a resident could meet the codified design standards, the process would be simpler.

Councilmember Wengert asked if this question should be directed back to the ASCC. Vice Mayor Hughes said the Planning Commission would also want to look at it because of issues like parking, sewer connections, etc.

Town Manager Dennis suggested the Planning Commission look at all of the elements and then forward on whatever requires ASCC review.

In response to Councilmember Aalfs' question, Town Manager Dennis said Recommendations Four and Five are a set of conversation to gather information to bring back to Council. He said the most labor intensive piece is the survey. He said the Council is required to approve all surveys, so staff is asking for preapproval of a modest set of questions. Councilmember Wengert said the survey will be critical in gauging demand. Vice Mayor Hughes said another benefit of the survey of local employers is that it puts a face on the whole issue. He said the public will be educated when they see responses from the people who work in Town and hear about their struggles to commute to Portola Valley.

Councilmember Aalfs said his hesitation with regard to the ad hoc group was the great amount of work that would be required for Recommendation Six and Seven. He asked if the Council really believes housing can be created on Town-owned property. Councilmember Wengert said she thinks it can. She said the Town has been committed to trying to do something for a very long time. She said with this kind of a process and public engagement, looking at all the options available, it is important to focus it in as quickly as possible to see what the realistic options are, if any.

The Council approved Recommendation One and directed the Planning Commission to review amendments to the Second Unit Ordinance, possibly increasing the maximum allowable size of the

second unit and allowing second units on properties smaller than one acre, and to look into a group buy of pre-engineered, preapproved, modular units of various sizes up to 1,000 square feet.

The Council approved Recommendation Two, and directed staff to work with regional agencies and private sector partners to reduce costs and eliminate barriers to second unit construction.

The Council approved Recommendation Three and directed the Planning Commission to work with staff to develop a Junior Second Unit Ordinance.

The Council approved Recommendation Four and directed staff to engage with businesses in Town to gauge interest in joining the Town's Affiliated Housing Program created by the Housing Element.

The Council approved Recommendation Five and directed staff to conduct outreach to local employers and preapproved an employee survey.

The Council approved Recommendation Six and Seven to create an ad hoc committee to review and recommend potential housing on Town-owned properties. The ad hoc committee will consist of two Councilmembers, two Planning Commissioners chosen by that body, and three residents appointed by the Town Council. The Council directed staff and the ad hoc committee to identify potential town-owned sites for potential housing units, and criteria for their occupancy.

Councilmember Richards nominated Mayor Derwin to serve on the ad hoc committee. Mayor Derwin accepted. Councilmember Wengert volunteered to serve on the ad hoc committee.

The Council approved Recommendations Eight, Nine, and Ten.

Councilmember Aalfs moved to approve staff recommendations regarding the Draft Housing Options Strategic Plan. Seconded by Councilmember Wengert; the motion carried 5-0.

Mayor Derwin called for a brief recess.

(8) Recommendation by Town Attorney – Annual Evaluation Process.

Town Attorney Leigh Prince presented the staff report regarding the annual evaluation process. She requested that the Town Council provide input on the annual evaluation process for the Town Manager, select a subcommittee of the Town Council to finalize the evaluation process, and conduct the annual evaluation before the Town Council meeting on December 14, 2016.

Councilmember Wengert said she recalled the Council had previously discussed possibly retaining a part-time human resources consultant, not only for this process but for other personnel issues that might arise. She asked Town Attorney Prince if the consultant she selected could play that role on an ongoing basis. Town Attorney Prince said she and the consultant, Marcie Scott of Municipal Resource Group, had also discussed a more long-term on-call relationship. Councilmember Wengert said it should be a goal to have that person available as a resource to assist with future issues. In response to Councilmember Wengert's question, Town Attorney Prince said Ms. Scott proposed an hourly rate fee with a not to exceed. In response to Councilmember Wengert's question, Town Manager Dennis said he had not met the consultant. He said if her role was expanded outside of this project, he would like to have a conversation with her. Mayor Derwin asked the Town Attorney how many hours she thought it would take. Town Attorney Prince said it will depend on how much work the subcommittee is willing to take on independently. If the subcommittee uses the three or four evaluations she provided as examples to create a self-evaluation for the Town Manager, and something for staff, and then maybe just run it by her to make sure all the bases are covered, she said it will not take her very much time. She said if the subcommittee wanted to be more hands-off and just direct the Town Attorney to generate the reviews and

RESOLUTION NO. 2017 - 6

**RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
PORTOLA VALLEY RECOMMENDING APPROVAL OF AN
ORDINANCE AMENDING TITLE 18 [ZONING] OF
THE PORTOLA VALLEY MUNICIPAL CODE**

WHEREAS, on January 14, 2015, the Town Council of the Town of Portola Valley ("Town") adopted its current Housing Element identifying second units as a very effective way of providing affordable housing in town;

WHEREAS, recognizing the potential for second units as a housing strategy, California has passed several laws to lower the local regulatory barriers to construction, including a requirement that each local agency have a ministerial process for approving second units;

WHEREAS, in order to fully comply with the most recent California legislation (AB 2299 and SB 1069), the Town must amend its Zoning Ordinance;

WHEREAS, the Town has a ministerial process available for approval of second units under limited circumstances and wishes to expand the scope of ministerial approvals;

WHEREAS, the Town desires to go above and beyond the requirements of State law to encourage the building of new second units and therefore desires to amend the Zoning Ordinance allow larger units, increasing the maximum size from 750 square feet to 1,000 square feet, 1,200 square feet or 1,500 square feet, depending on the size of the property.

WHEREAS, due to local climatic, geologic and topographic conditions, after consultation with the Fire District, the Zoning Ordinance amendment requires detached second units to comply with local building code, including fire sprinkler requirements, unless a modification or waiver of the fire sprinkler requirement is approved by the Fire Marshall

WHEREAS, the Planning Commission held a duly noticed hearing on April 19, 2017 regarding the proposed ordinance; and

WHEREAS, the proposed ordinance is exempt from California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code.

NOW, THEREFORE, be it resolved that the Planning Commission of the Town of Portola Valley does hereby recommend that the Town Council approve the proposed ordinance as set forth in Exhibit A.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the Town of Portola Valley on April 19, 2017.

Ayes: Chair Gilbert, Vice Chair Targ, Commissioners Hasko, Von Feldt

Noes: (none)

Absent: Commissioner Goulden

Abstain: (none)

By: _____
Denise Gilbert, Chairperson

ATTEST: _____
Debbie Pedro, Planning Director



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Planning Commission

FROM: Debbie Pedro, Planning Director

DATE: April 19, 2017

RE: Amendments to Accessory Dwelling Unit Ordinance

RECOMMENDATION

Staff recommends that the Planning Commission review the draft ordinance, make any modifications deemed necessary, and adopt the resolution in Attachment 1 recommending that the Town Council adopt the ordinance amending Chapters 18.04 and 18.12 of the Portola Valley Municipal Code.

BACKGROUND

On September 27, 2016, Governor Jerry Brown signed Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069) amending Government Code Section 65852.2 related to secondary dwelling units (referred to under the new legislation as “accessory dwelling units” or “ADUs”). The changes are intended to reduce barriers, better streamline the approval process and expand capacity to accommodate the development of ADUs. Statutory changes in accessory unit provisions (§65852.2) is included in Attachment 4. Local agencies are required to update their ADU ordinance to comply with the new state regulations. Any existing municipal codes that do not meet the requirements of state law is considered null and void, and only state standards may be enforced.

On October 12, 2016, the Town Council approved a Housing Options Strategic Plan and directed the Planning Commission to examine ways to increase housing opportunities for seniors who wish to stay in Portola Valley, teachers, public safety and government workers, and other vital community members who may have been impacted by the ongoing housing crisis. Specifically, Recommendation #1 of the Plan calls for the Planning Commission to evaluate modifications to the ADU ordinance to possibly increase the maximum allowable size of second units and allowing second units on properties smaller than one acre. (Attachment 5)

The Planning Commission formed an ad hoc committee in November 2016 and met on December 13, 2016 to discuss potential changes to the ADU ordinance. The Architectural & Site Control Commission (ASCC) reviewed the recommendations from the ad hoc committee

on February 27, 2017 and unanimously recommended approval of the ordinance with a change to further increase the maximum allowable size of ADUs on 2+ acres lots. On March 15, 2017, the Planning Commission reviewed the draft ordinance and requested several changes and clarifications as discussed below. Additional background information can be found in the Planning Commission and ASCC staff reports and meeting minutes. (Attachments 6 and 7)

DISCUSSION

An ADU is a secondary dwelling unit with complete independent living facilities for one or more persons and generally takes the following forms:

- **Detached:** The unit is separated from the primary structure and can be created by new construction or conversion/repurposing of space within an existing detached legal accessory structure.
- **Attached:** The unit is attached to the primary structure and can be created by new construction or conversion/repurposing of space within the existing structure.

Key changes to the ADU ordinance are as follow:

1. Size Limit – The maximum allowable sizes of ADUs are shown in the chart below. The Planning Commission discussed allowing ADUs on properties less than 1 acre in size. However, since smaller lots have reduced setbacks of as little as 10’, a 1,000 square foot, 18’ tall structure may have greater potential visual and privacy impacts to neighboring properties. After much discussion, the Planning Commission agreed with the ASCC and the ad hoc committee to defer the discussion of ADUs on properties smaller than 1 acre to a future meeting.

Parcel Size	<1 acre	1-1.99 acres	2-3.49 acres	>3.5 acres
# of Residential Parcels in PV*	380	657	315	24
Current regulations	Not permitted	750 SF x 1 unit	1,000 SF x 1 unit	1,000 SF x 2 units
Proposed regulations	Not permitted	1,000 SF x 1 unit	1,200 SF x 1 unit	1,500 SF x 1 unit or 1,000 SF x 2 units

*Approximate numbers

2. Review Process – The ordinance provides for ministerial review of ADUs up to 1,000 square feet that comply with certain design requirements. The design requirements covering height, exterior colors and materials, etc. are intended to help mitigate any potential off site impacts of the structure. Other than the rules related to parking as required by state law, the remaining design requirements stipulated in Section 18.12.1040.B.2 of the ordinance have not changed. Both the ASCC and Planning Commission supported ministerial review of detached and attached ADUs up to 1,000 square feet and recommended that ADU’s over 1,000 square feet or that do not conform to the design requirements listed in Section 18.12.040.B.2 be subject to discretionary review by the ASCC.

Per Government Code Section 65852.2(e), a local agency shall ministerially approve an application for a building permit to create within a single family residential zone one ADU per single family lot if the unit is:

- contained within an existing residence or accessory structure.
- has independent exterior access from the existing residence.
- has side and rear setbacks that are sufficient for fire safety.

No additional parking or other development standards can be applied except for building code requirements. Fire sprinklers can be required in the ADU if it is already required for the primary residence. The law is intended to streamline and expand potential for ADUs where impact is minimal because the existing footprint of the structure is not being increased.

At their March 15, 2017 meeting, the Planning Commission directed staff to further evaluate this category of ADUs, citing health and safety concerns, particularly fire safety concerns for creating ADUs in neighborhoods where there smaller lots, narrow roads, and lack of adequate parking. In response to these comments, Section 18.12.040.B.1 has been modified to allow conversion or repurposing of existing space into an ADU in the R-E zoning district.

3. Parking - When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of a second unit, and when those off-street parking spaces must be replaced, the replacement spaces may be located in any configuration on the same lot as the second unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile lifts.

Furthermore, the new State law eliminates parking requirements for ADUs that are located within one-half mile of a public transit stop or car share vehicle pickup location, or within part of an existing legal structure. The Planning Commission discussed the definition of a public transit stop and noted that the bus service in Town does not provide transit service at regular intervals to sufficiently serve the general public. According to SamTrans, bus #s 85, 86, and 87 are School-Day Only bus routes that operate at infrequent intervals and only run during the regular school year. Based on this information, the parking exception section of the ordinance (18.12.040.B.4) was modified as there are no eligible public transit stop or car share vehicle pickup location in Town.

4. Utilities – ADUs within existing legally created structures are not required to provide fire sprinklers if they are not also required for the primary residence nor be required to install new or separate utility connections. However, due to local climatic, geologic and topographic conditions, after consultation with the Fire District, it is recommended that detached second units comply with local Building Code requirements, including fire sprinkler requirements.

The Planning Commission asked for more flexibility on the fire sprinkler requirement, noting that there may be other options to satisfy fire safety requirements including the installation of a hydrant. Section 18.12.040.B.6 has been amended to state that the Fire Marshal has authority to modify or waive the fire sprinkler requirement.

5. Owner Occupancy and Rental Restrictions - Either the ADU or the main dwelling shall be owner occupied and ADUs shall not be used for rentals with terms of 30 days or less. The purpose of this requirement is to ensure that ADUs are used for housing and not as a commercial activity.

The Planning Commission made no further changes to the owner occupancy and rental restrictions requirement.

PUBLIC COMMENTS

The Town received an email from resident Helen Wolter on January 8, 2017 suggesting that the allowable size of ADUs should be increased. (Attachment 8)

CONCLUSION

The proposed Zoning Ordinance amendments would support the Council adopted Housing Strategic Plan, is consistent with Program 3 of the 2014 Housing Element (amend the ordinance to encourage development of ADUs), and ensure that the Municipal Code would be in compliance with State regulations.

CEQA Compliance

The proposed ordinance is exempt from California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code.

Recommended Action

1. Move to adopt the resolution in Attachment 1 recommending that the Town Council adopt the ordinance amending Chapters 18.04 and 18.12 of the Portola Valley Municipal Code.

ATTACHMENTS

1. Resolution
2. Draft Ordinance (redline version)
3. Draft Ordinance (clean version)
4. California Government Code Section 65852.2
5. Council staff report on Housing Strategic Plan and meeting minutes dated October 12, 2016
6. Planning Commission staff report and meeting minutes dated March 15, 2017
7. ASCC staff report and meeting minutes dated February 27, 2017
8. Email from Helen Wolter received on January 8, 2017
9. Ordinance 2015-408, Second Unit Ordinance

DRAFT MINUTES

PLANNING COMMISSION REGULAR MEETING, TOWN OF PORTOLA VALLEY, APRIL 19, 2017, SCHOOLHOUSE, TOWN CENTER, 765 PORTOLA ROAD, PORTOLA VALLEY, CA 94028

Chair Gilbert called the Planning Commission regular meeting to order at 7:00 p.m. Planning Director Pedro called the roll.

Present: Commissioners Hasko and Von Feldt; Vice Chair Targ; Chair Gilbert


Absent: Commissioner Goulden

Staff Present: Debbie Pedro, Planning Director

ORAL COMMUNICATIONS

None.

OLD BUSINESS

 (a) Accessory Dwelling Units Ordinance

Planning Director Pedro presented the draft ordinance amending Chapters 18.04 and 18.12 of the Portola Valley Municipal Code as detailed in the staff report.

Commissioner Von Feldt asked if an applicant who had a lot smaller than one acre could add an interior ADU. Planning Director Pedro said the lot must be one acre or greater, and there is no allowance for less than one acre. Chair Gilbert said she thought State law mandated that interior conversions could not be declined. She asked if parcels of less than an acre that do not have parking or safety issues would be allowed to have an interior ADU conversion. Planning Director Pedro said that most of the areas that have lots of less than an acre are in neighborhoods with narrow streets and high fire danger, and in consultation with the Town Attorney, it is determined that local governments can designate areas where ADUs are permitted.

Commissioner Von Feldt asked if there was a way to allow interior ADU conversions on properties with less than one acre so long as on-site parking is available. She said it seems a shame to disallow interior ADU conversions on smaller properties, considering it is a flexible solution and doesn't affect the look and feel of a neighborhood.

Vice Chair Targ said he was generally concerned about the roads in Woodside Highlands and Corte Madera. He said, for example, a 10 percent increase in cars on Santa Maria would be significant because it feels like an overburdened road to begin with and is in a high fire danger area. He said he's not sure that density in that area should be increased.

Commissioner Hasko said she shared Vice Chair Targ's concern. She said there may be a two-step approach. She said Commissioner Von Feldt's comments regarding creating opportunities make sense, and she'd like to look at the parking. She said she would not be comfortable making that amendment without more information about level of interest.

Vice Chair Targ said he would welcome revisiting the issue after a period of time if there was a need or if staff was getting requests from the Highlands or Corte Madera.

DRAFT MINUTES

Planning Director Pedro said that at the last meeting, the Planning Commission discussed a Phase Two review of the ordinance to look at lots less than one acre in size, not just interior conversions, but also possibly allowing detached and attached units.

Vice Chair Targ said Woodside Highlands occasionally has meetings of the neighborhood residents, and that might be a worthwhile item to put on their agenda to assess their interest and level of concern. He said his initial thought is that there shouldn't be more cars on that road, but his mind is open about it if the Public Works Director and the Fire Marshal approve and the residents are interested. Chair Gilbert said she would include the Ranch in that interest assessment because it may provide an opportunity to at least have the discussion to see if there is interest. Commissioner Von Feldt said that the ability to provide for a live-in caregiver is an attractive option.

Planning Director Pedro said, for the Phase Two discussion, she's envisioning a study session inviting Ranch, Woodside Highlands, and Corte Madera homeowners to discuss their interest on ADUs in their neighborhoods.

Vice Chair Targ said he is satisfied with the way the ordinance is presently drafted.

Commissioner Hasko said that because additional notice has been provided to the public about the changes, she is comfortable with the ordinance as presently drafted.

Commissioner Von Feldt said it was interesting that there has previously been quite a lot of public involvement with affordable housing issues, but this item has received little comment, even though it potentially increases the density in Town. Planning Director Pedro said she thinks people in Town want second units and are happy with the changes in the ordinance. Commissioner Hasko said she was also surprised that no one has expressed concerns about the modifications, but said the Town's numbers are very reasonable, especially compared to other local communities.

Vice Chair Targ moved to adopt the Resolution Recommending Approval of an Ordinance Amending Title 18 [Zoning] of The Portola Valley Municipal Code as amended. Seconded by Commissioner Von Targ; the motion carried 4-0.

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

Planning Director Pedro provided an update on the Hallett Store deck variance. She said the applicant has advised staff they have decided to forego the deck variance application.

Planning Director Pedro said there will be a joint field meeting with the ASCC on Wednesday, May 3, at 4:00 p.m. for the Alpine Hills Use Permit and then the Planning Commission will have a preliminary review meeting that evening. The following week the ASCC will have their preliminary review meeting.

Commissioner Hasko said the Affordable Housing Subcommittee met and reviewed the available parcels in different categories. She said there were 13 in the most viable category, and after crossing off parcels with various constraints, there were only three properties left – the Town Center, Ford Field, and the Blue Oaks subdivision. Vice Chair Targ said each of those properties has their own set of potential legal or political challenges. Commissioner Hasko said a subcategory included approximately four or five parcels that may not have had value for the purpose of developing housing, but could possibly be put on a list to sell to raise funds for affordable housing. Vice Chair Targ said a recommendation to explore whether the subcommittee should broaden the scope of their work will be brought forward to Council for opinion and direction.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Planning Commission

FROM: Debbie Pedro, Planning Director

DATE: March 15, 2017

RE: Amendments to Accessory Dwelling Unit Ordinance

RECOMMENDATION

Staff recommends that the Planning Commission review the draft ordinance, make any modifications deemed necessary, and adopt the resolution in Attachment 1 recommending that the Town Council adopt the ordinance amending Chapters 18.04 and 18.12 of the Portola Valley Municipal Code.

BACKGROUND

On September 27, 2016, Governor Jerry Brown signed Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069) amending Government Code Section 65852.2 requiring greater flexibility for the creation of second dwelling units (referred to under the new legislation as “accessory dwelling units” or “ADUs”). The changes are intended to reduce barriers, better streamline the approval process and expand capacity to accommodate the development of ADUs. Any existing municipal codes that do not meet the requirements of state law is considered null and void, and only state standards may be enforced. The purpose of the ordinance amendment is to ensure that the Town’s municipal code comply with the requirements of state law.

In November 2016, the Planning Commission formed an ad hoc committee to discuss potential changes to the ordinance. The committee recommended a number of changes to the current ordinance. The ASCC discussed the proposed amendments at their meeting on February 27, 2017 and unanimously recommended approval of the ordinance with a change to the maximum allowable size of the ADUs. Additional background information can be found in the ASCC staff report and minutes. (Attachment 3)

DISCUSSION

Key changes to the ADU ordinance are as follow:

1. Size Limit – The subcommittee discussed allowing ADUs on properties less than 1 acre in size. However, since smaller lots have reduced setbacks of as little as 10’, the buildings may have greater potential visual and privacy impacts to neighboring properties. As a result, the subcommittee decided to defer allowing ADUs on lots smaller than 1 acre. Instead, the subcommittee recommended increasing the maximum allowable size of a second unit from 750 sq. ft. to 1,000 sq. ft. on properties between 1-1.99 acres.

At their meeting on February 27, 2017, the ASCC determined that larger properties can accommodate larger units and recommended increasing the allowable size of ADUs to 1,200 sq. ft. on lots between 2-3.49 acres. For lots larger than 3.5 acres, the ASCC is recommending more flexibility by allowing one unit up to 1,500 sq. ft. unit or two units up to 1,000 sq. ft. each (one attached and one detached). It should be noted that the potential to develop ADUs on a property would still be limited by other zoning and site development standards including setbacks, heights, topographic and geotechnical constraints. For example, the total floor areas of all buildings combined (main residence, ADU, accessory buildings, etc.) cannot exceed the maximum floor area allowed on a property.

Parcel Size	<1 acre	1-1.99 acres	2-3.49 acres	>3.5 acres
# of Residential Parcels in PV*	380	657	315	24
Current regulations	Not permitted	750 SF x 1 unit	1,000 SF x 1 unit	1,000 SF x 2 units
Proposed regulations	Not permitted	1,000 SF x 1 unit	1,200 SF x 1 unit	1,500 SF x 1 unit or 1,000 SF x 2 units

*Approximate numbers

2. Parking - When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of a second unit, and when those off-street parking spaces must be replaced, the replacement spaces may be located in any configuration on the same lot as the second unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile lifts. Furthermore, no additional parking is required if the ADU is located within one-half mile of a public transit stop or car share vehicle pickup location, or within part of an existing legal structure.

The ASCC made no further changes to the parking requirements.

3. Utilities – ADUs within existing legally created structures are not required to provide fire sprinklers if they are not also required for the primary residence nor be required to install new or separate utility connections. However, due to local climatic, geologic and topographic conditions, after consultation with the Fire District, it is recommended that new detached second units comply with local Building Code requirements, including fire sprinkler requirements.

The ASCC made no further changes to the utility requirements.

4. Owner Occupancy and Rental Restrictions - Either the ADU or the main dwelling shall be owner occupied and ADUs shall not be used for rentals with terms of 30 days or less. The purpose of this requirement is to ensure that ADUs are used for housing and not as a commercial activity.

The ASCC made no further change to the owner occupancy and rental restrictions requirement.

The current ordinance provides for ministerial review instead of discretionary review of ADUs that comply with certain requirements. The design requirements covering height, exterior colors and materials, etc. are intended to help mitigate any potential off site impacts of the structure. Other than the rules related to parking as required by state law, the remaining design requirements stipulated in Section 18.12.1040.B.2 have not changed.

CONCLUSION


The proposed Zoning Ordinance amendments is consistent with Program 3 of the 2014 Housing Element (amend the ordinance to encourage development of ADUs), would support the 2016-17 Council Priority for affordable housing, and ensure that the Municipal Code would be in compliance with relevant State regulations.

CEQA STATUS

The proposed ordinance is exempt from California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code.

ATTACHMENTS

1. Resolution
2. Draft Ordinance
3. ASCC Staff Report and meeting minutes dated February 27, 2017

 (c) Proposed Amendments to the Accessory Dwelling Units Ordinance

Planning Director Debbie Pedro presented the proposed modifications to the Town's Ordinance necessary to comply with the passing of Assembly Bill 2299 and Senate Bill 1069, as detailed in the staff report. The purpose of the change is to allow the further reduction of barriers, better streamline the approval process, and help incentivize the development of ADUs in California.

In response to Chair Gilbert's question, Planning Director Pedro said the ASCC is recommending that units 1,000 square feet or smaller would be ministerial review, but anything over 1,000 square feet would be subject to ASCC review. She said having a secondary set of guidelines is in compliance with the State law as long as it is subordinate to the primary guidelines that have a ministerial process.

Planning Director Pedro noted that the new State law includes provisions for repurposing existing space and that a local agency must ministerially approve an application for a building permit when an ADU is created within an existing building. She said that language will need to be added to the draft ordinance.

Vice Chair Targ said he has concerns that an ADU project in a high-fire danger zone with an over-capacity road would only require a ministerial determination. Planning Director Pedro said the reasoning for a ministerial approval is that the footprint of the building is not being expanded and therefore there would be minimal impact. Vice Chair Targ said it did not seem wise to allow increased density in an already congested, high fire danger area, unless the road system was improved to accommodate increased capacity. Chair Gilbert said there is no limit on how many people can live in the house, regardless of whether or not there is an ADU.

Planning Director Pedro said she will discuss with the Town Attorney whether or not fire danger can be a consideration in regulating interior conversion of space into an ADU.

Commissioner Von Feldt asked Vice Chair Targ if he meant there should be no opportunity for conversion or just that conversions should have sprinkler systems associated with them. Vice Chair Targ said he was generally in favor of ministerial approvals of ADUs; however, if there is a health and safety consideration, then at a minimum, it should be reviewed and the fire dangers considered.

Planning Director Pedro asked the Commission if there were any concerns with the ministerial approval of interior conversions on properties without the fire hazard area issue. Vice Chair Targ said he cared more about health and safety than the size of the lots. He said there might also be a health and safety issue with larger lots as well.

The Commissioners agreed that ministerial review was acceptable, but it should include a health and safety check-off by the Fire Department and Public Works, whether it's a separate unit or a conversion within the current building envelope.

Chair Gilbert asked if ADU's on less than an acre could be allowed with ASCC review. Planning Director Pedro said the Ad Hoc Committee discussed the question of whether a 750 square foot ADU is appropriate on smaller half acre lots and decided to defer that issue to a later time.

Commissioner Hasko said the Ad Hoc Committee's goal was to modify the current ordinance to comply with the new state law and they were being conservative rather than looking at broader changes beyond the purview of what the Ad Hoc Committee was trying to accomplish.

Vice Chair Targ said there are approximately 1,000 lots that could be allowed to have a second unit with ministerial review. He said at an extreme, that would be 1,000 additional units, which would be a

dramatic increase. He said he would prefer to see how things go and pursue it on a more incremental basis. He said this may be going beyond the initial scope to also introduce a non-ministerial pathway and perhaps that should be introduced in the next phase.

Vice Chair Targ said, with regard to second units having to comply with local building codes including fire sprinklers, his recollection is that the Fire Marshal would make determinations based on fire safety standards and procedures on a case-by-case basis. Planning Director Pedro said all building permits go to Fire for review regardless of whether it's ministerial or discretionary, and the Fire Marshal then determines whether sprinklers are required. She suggested changing the language to "a design that meets the Fire Marshal's approval." Vice Chair Targ agreed and said he is very concerned about health and safety issues, but has great faith in the judgment and expertise of the Fire Marshal.

Planning Director Pedro said the ASCC recently recommended the encouragement of motion sensor switches for outdoor lighting fixtures. This conflicts with the design requirements currently indicated for second units. The Commissioners agreed the sentence in the ordinance should be changed from specifying no motion sensor lights to indicate that lighting should be in conformance with the Town's Design Guidelines.

Hearing no further questions, Chair Gilbert invited public comment.

Helen Wolter, Alpine Road. Ms. Wolter submitted a letter, included in the staff packet, describing her concerns regarding the restrictions on ADU sizes. She recommended that 400 to 500 square foot ADUs be allowed on lots smaller than one acre for an au pair or caretaker, which would allow the conversion of a 400 -square foot garage. She suggested a 3.5-acre parcel could have one detached 2,000-square-foot ADU or both a detached 1,500 square foot and an attached 500 square foot unit.

Vice Chair Targ asked Ms. Wolter how she heard about the meeting. He said he wished more people had attended. Ms. Wolter said she is considering building an ADU. She said the 750 square foot limit for properties less than two acres didn't meet her needs for creating a rental unit. She said she has been talking with staff about what could work for her family.

Chair Hasko brought the issue back to the Commission for discussion. She said no vote would occur tonight, but the Commission would make recommendations for changes to be drafted by staff and brought back for review.

In response to Commissioner Von Feldt's question, Planning Director Pedro said that ADUs that fits within the size restrictions and the Town's Design Guidelines would only require a ministerial review. She said the intent of the ministerial review is to allow a streamlined process as an incentive to build more housing units.

Commissioner Von Feldt said she was comfortable with the proposed amendments.

Chair Gilbert reminded the Commission that they were prepared to allow for a size increase in ADUs, but with the change of the California regulations which allowed ministerial review, the Commission stepped back and formed the subcommittee to study the implications of that change.

Commissioner Von Feldt said there is benefit to phasing in the changes to have a chance to see how these changes play out.

Commissioner Goulden said he is sympathetic to being able to build something on less than one acre. But he agrees that changes should be done in phases.

Commissioner Hasko said she was concerned that people may not have attended the meeting tonight because they thought it was about ministerial review without realizing that discussion was also about increasing floor area limits on ADUs. She said she understands the Town's commitment to affordable housing and doesn't find these increased numbers outrageous, but is concerned about how we are getting there. She said it was also important for the Town to get an understanding of how these units would actually be used. She said the RHNA numbers will be easy to meet in terms of this mechanism, but if the objective is to actually increase affordable housing, there is not data that she knows of regarding actual use. She said if ADUs are not being used for affordable housing, it does not forward the mission being encouraged by the Town Council. She said she has read enough in prior ad hoc meetings to understand where the 1,200 square feet limit comes from, but feels she doesn't have a great sense of where the other numbers are coming from.

Planning Director Pedro explained that the ASCC came up with 1,500 square feet because two 1,000 square foot units (one attached and one detached) were already being allowed, but they wanted to offer the option of building one 1,500 square foot unit instead. Commissioner Hasko said the visual density would be different. Chair Gilbert pointed out that option would go before the ASCC for review.

Chair Gilbert suggested advertising these proposals so that more residents were aware of the changes and could provide feedback. Commissioner Targ said he agrees and said he would be more comfortable forming an opinion regarding the non-ministerial review of a 1,500 square feet ADU if there was more public feedback around it. He said the ASCC has put forward an interesting proposal and suggested that the next meeting be re-noticed with the ASCC's recommendation and that a concerted effort be made to involve the community.

Planning Director Pedro asked the Commissioners to go over the specific changes to the six topics presented tonight.

Commissioner Goulden was supportive of more flexibility in the size of ADUs, and did not have a significant concern with 1,500 square feet. He said communicating clearly about what is and what is not ministerial is important.

Chair Gilbert said she is generally supportive, but would like to receive more public input.

The Commissioners were supportive of ministerial review for units of 1,000 square feet or less, and staff confirmed that they will check on the fire safety concerns for interior conversions for ADUs on less than 1 acres.

With regard to the parking requirements, Vice Chair Targ said he would like to redefine for the Town of Portola Valley what it means to have a transit stop. Chair Gilbert said the transit stops in Town are not viable options if someone wants to use them to get to work. She said however, if the transit stops are redefined, then parking spaces would be required for ADUs, which would make them more difficult to build.

Commissioner Von Feldt said they want to avoid densifying neighborhoods that are already dangerous for ingress and egress in the event of a fire. She said cars blocking the street due to the lack of available parking for their unit would make that situation even more dangerous.

The Commissioners were supportive of the utility requirements with more research on the fire sprinklers language.

The Commissioners were supportive of the occupancy requirements.

Vice Chair Targ suggested that in the next draft ordinance, the ASCC recommendations and tonight's comments could be bracketed so the options are called out.

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

Commissioner Von Feldt said Planning Director Pedro and Ted Driscoll presented a report to the Town Council explaining the Town Center Master Planning process. The Committee requested that the Town hire an expert to provide mock ups of the different alternatives so they can further assess feasibility. She said the Council discussion resulted in directing the Master Plan Committee to come up with clear criteria before retaining an expert.

Chair Gilbert asked if the Planning Commission should look at expanding the reference to safety in the General Plan. She suggested it could be included in community goal number 3 or it could be an additional goal. She said the safety element is meant to address both natural and manmade safety issues; however, most people interpret it as natural because Portola Valley is in an earthquake zone. She said neighboring communities safety elements also address crime and human-caused threats to public safety such as structural fires, crime, and hazardous waste.

In response to Vice Chair Targ's question, Planning Director Pedro said the General Plan is updated as needed. She said only the Housing Element has a specific timeline of eight years. She said the Safety Element was last amended in 2010.

Commissioner Goulden was supportive of the idea, primarily because most of the Commissions and Committees are taking safety into consideration as a result of the recent concerns about community safety.

Commissioner Von Feldt said since they have discussed trying to tie everything together to be consistent with the General Plan, which is rather silent regarding community safety, if there are regulations that might be coming forward, it would be helpful to be able to ensure those things are consistent with the General Plan.

Commissioner Hasko said she is hesitant to make changes to the General Plan, and she would want to look more closely at the Safety Element.

Chair Gilbert said she would not want a resident to be denied, for example, a slight change in lighting for safety reasons because the General Plan doesn't allow it. She said those issues should be able to be balanced and must be mentioned. Planning Director Pedro said that not having it in the General Plan doesn't mean the issue cannot be acknowledged or discussed.

Vice Chair Targ said he doesn't like amending General Plans unless there is a very compelling reason to do so. He said if the General Plan hasn't created an obstacle or a problem, he is reluctant to open it up.

Chair Gilbert says having a discussion does not mean staff needs to come to a decision to make a change.

Vice Chair Targ suggested asking staff to identify how safety is addressed in the General Plan prior to the Commission having that conversation. Chair Gilbert said staff should also look at how some of the local communities handle it, maybe something as minor as including "safe community" in the list of important values in community goals, to give people the opportunity to balance safety with some of the other values. Chair Gilbert said the message she got at the last meeting was that community safety issues was not in the General Plan and the Safety Element didn't require it, therefore, the ASCC and



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: ASCC

FROM: Debbie Pedro, Planning Director

DATE: February 27, 2017

RE: Proposed Amendments to the Accessory Dwelling Units Ordinance

RECOMMENDATION

Staff recommends that the ASCC consider the proposed ordinance in Attachment 1 and recommend to the Planning Commission the approval of the ordinance amending sections of Title 18 (Zoning) of the Portola Valley Municipal Code relative to accessory dwelling units.

BACKGROUND

On September 27, 2016, Governor Jerry Brown signed Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069) amending Government Code Section 65852.2 requiring greater flexibility for the creation of second dwelling units (referred to under the new legislation as “accessory dwelling units” or “ADUs”). The changes are intended to reduce barriers, better streamline approval and expand capacity to accommodate the development of ADUs. The resulting requirement is that local agencies are required to adopt an ordinance that complies with the changes noted in the above bills. Any existing municipal codes that do not meet the requirements of state law is considered null and void, and only state standards may be enforced.

DISCUSSION

In November 2016, the Planning Commission formed an ad hoc committee to discuss potential changes to the ordinance. The committee, comprised of two Planning Commissioners, the Planning Director, the Town Attorney, and the Fire Marshal, met on December 13, 2016 and recommended the following key changes to the ordinance:

1. Size Limit - Increase the maximum allowable size of a second unit from 750 sq. ft. to 1,000 sq. ft..

Parcel Size	<1 acre	1-1.99 acres	2-3.49 acres	>3.5 acres
Current regulations	Not permitted	750 SF x 1 unit	1,000 SF x 1 unit	1,000 SF x 2 units
Proposed regulations	Not permitted	1,000 SF x 1 unit	1,000 SF x 1 unit	1,000 SF x 2 units

2. Parking - When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of a second unit, and when those off-street parking spaces must be replaced, the replacement spaces may be located in any configuration on the same lot as the second unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile lifts. Furthermore, no additional parking is required if the ADU is located within one-half mile of a public transit stop or car share vehicle pickup location, or within part of an existing legal structure.
3. Utilities – ADUs within existing legally created structures are not required to provide fire sprinklers if they are not also required for the primary residence nor be required to install new or separate utility connections. However, due to local climatic, geologic and topographic conditions, after consultation with the Fire District, it is recommended that new detached second units comply with local Building Code requirements, including fire sprinkler requirements.
4. Owner Occupancy and Rental Restrictions - Either the ADU or the main dwelling shall be owner occupied and ADUs shall not be used for rentals with terms of 30 days or less.

Public Comments

Resident Helen Wolter submitted an email on January 8, 2017 suggesting that the allowable size of ADUs should be increased. (Attachment 5)

Next Steps

The ASCC should provide input on the proposed ordinance amendments. Based on comments and direction from the ASCC, staff will make changes to the draft ordinance and forward it to the Planning Commission for review. The draft ordinance will then be forwarded to the Town Council for their review and approval.

Attachments

1. Proposed Ordinance Amendments
2. Ordinance 2015-408, Second Unit Ordinance
3. California Government Code Section 65852.2
4. HCD Accessory Dwelling Unit Memorandum, December 2016
5. Email from Helen Wolter received on January 8, 2017

The Commission had no recommendations for changes to the Design Guidelines regarding landscaping.

→ (b) **Proposed Amendments to the Accessory Dwelling Units Ordinance.**

Planning Director Pedro presented the staff report regarding the recent State law passed relating to second units, requiring all towns and cities to update or amend their second unit ordinances to comply with the State law. She presented the recommended changes developed by the ad hoc committee, as detailed in the staff report.

Planning Director Pedro clarified that a car share vehicle pickup location refers to a designated car share, i.e., carpool lots, ZIP car parking, etc.

Planning Commissioner Denise Gilbert said the Planning Commission was initially prepared to discuss increasing the allowable size of an ADU on larger properties and allowing ADUs on properties of less than one acre. She said when they delved into the State law further and learned it placed ADUs under administrative review, meaning they do not come before the ASCC, they decided to form an ad hoc committee for further study of that process. She said the Planning Commission has not yet reviewed the ad hoc committee's report and therefore, the ASCC should not assume the Planning Commission is in agreement with their findings. She asked the ASCC to comment if they are comfortable with broadening the ADUs and the Design Requirements checklist as proposed.

In response to Planning Commissioner Gilbert's question, Planning Director Pedro said the proposed Design Requirements are pretty much the same as the existing, but there are certain types of ADUs that will be brought to ASCC for review – i.e., second-story additions, buildings that have color reflectivity value issues, or units that do not have colors, materials, or architecture similar to the main dwelling or are visible from the local scenic corridor. She said any project that requires a site development permit will still come to the ASCC if there is over a certain amount of grading.

In response to Chair Ross's question, Planning Director Pedro said the State law says the unit may be up to 1,200 square feet, but that number can vary by jurisdiction.

In response to Chair Ross's question, Planning Director Pedro said if an application for a complete redevelopment of a site comes in, that includes building a new house and an ADU, the ASCC would see the complete application as a whole. She confirmed that this proposed ordinance is meant to remove the barriers and make it easier to build an ADU on existing properties and to incentivize homeowners to create new ADUs.

In response to Commissioner Wilson's question, Planning Director Pedro said there would still be a building permit fee, but there would no longer be the ASCC fee. Commissioner Wilson asked if a further incentive would be to remove the building permit fee. Planning Director Pedro said that could be a recommendation for Council to consider. She said the Town currently has no way to ensure that the ADUs are being rented out. Commissioner Wilson asked if the applicant could sign something promising to rent out the unit for a certain amount of time in exchange for waiving the fee. Planning Director Pedro said that could be an option – a deed restriction or some sort of agreement with the homeowner in exchange for waiving a fee.

With no further questions, Chair Ross invited questions or comments from the public.

Helen Wolter, Alpine Road. She was supportive of allowing more square footage for ADUs. She said she appreciates the proposal for 1,000 square feet on a property up to 2 acres; however, she would recommend increasing the allowable size for an ADU on a property of 2 to 3.5 acres. As stated in her letter attached to the staff report, she suggested the total gross floor area ratio (FAR) be considered when calculating the allowable size of an ADU. She suggested requiring a 60 days or less restriction instead of 30 days.

With no further public comment, Chair Ross brought the issue back to the Commission for discussion.

Commissioner Wilson said that a restriction of 60 days or less may restrict someone who needed to stay here because their child was being treated at Stanford.

The Commissioners agreed that no ADUs should be allowed on properties of less than 1 acre.

The Commissioners agreed that a 1,000-square-foot unit should be allowed on a property of 1 to 1.99 acres.

Commissioner Wilson said there should be a better middle ground as to the allowable size of an ADU on a 2- to 3.49-acre property, considering if a property was just over the 3.5 acres it could have two units. The Commissioners recommended the size allowed on a 2- to 3.49-acre property should be 1,200 square feet.

The Commissioners recommended that on a property of 3.5 or more acres, two 1,000-square-foot units (with only one detached) or one 1,500-square-foot unit should be allowed.

The Commissioners agreed that any ADU of less than 1,000 square feet would be administrative review and anything above would go to the ASCC for review.

Chair Ross asked if the law distinguished about the type of occupancy with regard to the length of time allowed – for instance a renter versus a visiting family member. Planning Director Pedro said the term “rented” is the key. She added that enforcement would be very difficult and would likely be complaint driven. Ms. Wolter said that in Mountain View, companies have purchased several ADUs and turned them all into Air BnB or VRBO rentals, in essence becoming a hotel, but not paying taxes or complying with the same regulations. Commissioner Breen noted that this was a Planning Commission issue, not the ASCC.

Commissioner Wilson asked if anything should be added regarding reduction in fees. Planning Director Pedro said that might be proposed with an agreement with the owner that the ADU will be rented out and not kept vacant or used as a guest house or home office.

(c) **Proposed “Clean-Up” Text Amendments to the Municipal Code Regarding Vending Machines, Basements and Scenic Corridor Setbacks**

Associate Planner Cassidy presented the staff report regarding text clean-ups of three different subsections of the Zoning Code.

The Commissioners agreed that Section D.3.c. should include an additional sentence stating that the use of the structure must not change.

(6) **COMMISSION AND STAFF REPORTS: [10:03 p.m.]**

From: [k.dragoo](#)
To: [Debbie Pedro](#)
Subject: Town meeting planning for ADU's
Date: Wednesday, April 19, 2017 4:55:38 PM

Hi debbie. This is Kristin Dragoo. We met you once with Howard discussing our electrical line. We are at 45 Stonegate. Our lot is about 1.1 or 1.2 acres and I spoke with Cheyenne. I may not be able to make the meeting tonight due to kids sporting games but since it appears the accessory dwelling units discussed tonight might include allowances to increase size from 750 ft.² to perhaps 1000 ft.². If this is the case we are in full support of this square footage increase! We are hoping to add a guesthouse as our main residence is very small and we are in need of that.

If I can't make the meeting to add my opinion, my husband Jason and I would like to be counted as 'supporting' an increase of a guesthouse to 1000-1200sf!

Thanks so much and I hope to get there in time.

Best-
Kristin dragoo
45 Stonegate

Apologies for any unseen errors!

From: [Town Center](#)
To: [Debbie Pedro](#)
Subject: FW: Support for the Key changes to the ADU ordinance
Date: Wednesday, April 19, 2017 8:48:03 AM

Forwarding...

From: Jaya Virmani [mailto:virmanij@sonic.net]
Sent: Monday, April 17, 2017 8:47 PM
To: Town Center <TownCenter@portolavalley.net>
Subject: Support for the Key changes to the ADU ordinance

Hi All,

I would like to add my support for the "Key changes to the ADU ordinance". Especially, the new size limits (#1), and the owner occupancy and rental restrictions (#5).

As a town, Portola Valley is not really laid out to accommodate low cost housing. I feel this is the best plan to handle the state's requirements.

Thank you,

Jaya Virmani

245 Grove Drive

From: [Town Center](#)
To: [Debbie Pedro](#)
Subject: FW: Support for the Key changes to the ADU ordinance
Date: Wednesday, April 19, 2017 8:47:29 AM

Forwarding...

From: soa tsung [mailto:tsungs@sonic.net]
Sent: Monday, April 17, 2017 9:41 PM
To: Town Center <TownCenter@portolavalley.net>
Subject: Support for the Key changes to the ADU ordinance

Dear Planning Commission,

I would like to add my support for the "Key changes to the ADU ordinance". Especially, the new size limits (#1), with the owner occupancy and rental restrictions (#5).

As a town, Portola Valley is not really laid out to accommodate the more common forms of low cost housing. I feel this is the best plan to handle the state's requirements.

Thanks.

Soa Tsung

Fawn Lane

From: [Town Center](#)
To: [Debbie Pedro](#)
Subject: FW: Support for the Key changes to the ADU ordinance
Date: Wednesday, April 19, 2017 8:48:18 AM

And...

From: kodiak@sonic.net [mailto:kodiak@sonic.net]
Sent: Monday, April 17, 2017 8:45 PM
To: Town Center <TownCenter@portolavalley.net>
Subject: Support for the Key changes to the ADU ordinance

Hi Folks,

I would like to add my support for the "Key changes to the ADU ordinance". Especially, the new size limits (#1), and the owner occupancy and rental restrictions (#5).

As a town, Portola Valley is not really laid out to accommodate low cost housing. I feel this is the best plan to handle the state's requirements.

Thank you,

Ted Walker

245 Grove Drive

From: [Helen Wolter](#)
To: [Debbie Pedro](#)
Subject: Comment - ADUs in Portola Valley
Date: Sunday, January 08, 2017 12:21:52 PM

January 5, 2017

Dear Ms. Pedro:

I am writing concerning the proposed regulation changes that are being considered for accessory dwelling units (ADUs). I am writing, as the current code does not represent many circumstances in Portola Valley. If you truly want to increase housing stock, I recommend considering the following changes.

First, the current size restrictions of 750 square feet on lots over 1 acre are limiting. They are fine for single renters, but for grandparents who want their grandchildren over for sleepovers, or for families to rent, 750 square feet is too small.

Additionally, the current size restrictions do not take into account the gross floor area ration (FAR) for an entire lot. For instance, if the zoning only allows 750 square feet for an ADU, additional square footage could be eliminated out of any future expansions to the primary residence. For example, if a lot's gross FAR is 6,000 square feet, but the current house is only 3,000 square feet, then the new regulations could support a larger ADU. If, for our example, the hypothetical ADU was allowed at 1500 square feet, then any future primary expansion footprint could only then be 4500 square feet. Some cities, such as Vancouver and Palo Alto, already utilize this idea.

Furthermore, I highly recommend that the code be amended to allow larger ADU's square footage than is currently allowed. Atherton and Woodside both allow homeowners greater flexibility in deciding how to utilize their land with its larger ADU allowance. Atherton allows 1200 FAR for second dwelling

units, while Woodside allows 1500 FAR for accessory units. As SB 1069 recommended, the primary residence still should be the largest unit, as the ADU should be limited in size, to retain the town's character.

Overall, I strongly suggest that there should still be restrictions on the size of the ADU's while recognizing that the total FAR for the entire lot should be taken into consideration. This would allow greater flexibility to homeowners in deciding how to utilize their land as well as provide additional housing options.

Thank you for your consideration.

Sincerely,

Helen Wolter



Portola Valley, CA 94028

Sent via email

ORDINANCE NO. 2015 - 408

**ORDINANCE AMENDING TITLE 18 [ZONING] OF THE PORTOLA VALLEY
MUNICIPAL CODE RELATIVE TO SECOND UNITS**

WHEREAS, on January 14, 2015, the Town Council of the Town of Portola Valley ("Town") adopted its current Housing Element;

WHEREAS, second units appear to be a very effective way of providing affordable housing in Portola Valley;

WHEREAS, the Housing Element includes provisions to encourage increased production of second units, including allowing staff-level review of second units up to 750 square feet in size, allowing two second units on parcels that are over 3.5 acres in size, and allowing larger second units up to 1,000 square feet on lots that are two acres or more; and

WHEREAS, the Town Council identified amendments to the Zoning Ordinance to encourage the production of second units as a priority.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does **ORDAIN** as follows:

1. **AMENDMENT OF CODE**. Section 18.04.422 [Second Units] of Chapter 18.04 [Definitions] of Title 18 [Zoning] of the Portola Valley Municipal Code is hereby amended in its entirety to read as follows:

"An attached or detached residential dwelling unit located on the same parcel as a main dwelling unit and which provides complete independent living facilities, including those for living, sleeping, eating, cooking and sanitation, for one household."

2. **AMENDMENT OF CODE**. Subsection (B) of Section 18.12.040 [Accessory Uses Permitted] of Chapter 18.12 [R-E (Residential Estate) District Regulations] of Title 18 [Zoning] of the Portola Valley Municipal Code is hereby amended in its entirety to read as follows:

"B. Second units subject to the following provisions:

1. A second unit up to seven hundred and fifty (750) square feet may be permitted on a parcel which is one acre or larger.
2. A second unit up to one thousand (1,000) square feet may be allowed on a parcel which is two acres or larger.
3. Two second units each up to one thousand (1,000) square feet may be allowed on a parcel of 3.5 acres or larger. Only one of the second units may be detached from the main house, except that both second units may be detached if both are created by converting existing floor area in legal accessory structures into second units.

4. Second unit floor area is inclusive of any basement area, but exclusive of garage or carport area.
5. The second unit shall have the same address as the principal dwelling.
6. The second unit is served by the same vehicular access to the street as the principal dwelling.
7. One dedicated parking space shall be provided for each second unit with one bedroom or less, and two dedicated parking spaces shall be provided for each second unit with two or more bedrooms.
8. Parking spaces in garages or carports shall be at least ten feet by twenty feet. Uncovered parking spaces shall be at least nine feet by eighteen feet.
9. Parking spaces do not have to be covered, guest spaces are not required and tandem parking is permitted.
10. Color reflectivity values shall not exceed forty percent except that trim colors shall not exceed fifty percent. Roofs shall not exceed fifty percent reflectivity.
11. Exterior lighting on the structure shall not exceed one light fixture per entry door. Each fixture shall be fitted with only one bulb and the bulb wattage shall not exceed seventy-five watts incandescent light if frosted or otherwise diffused, or twenty-five watts if clear. Each fixture shall be manually switched and not on a motion sensor or timer. Path lights, if any, shall be the minimum needed for safe access to the second unit and shaded by fixtures that direct light to the path surface and away from the sky.
12. Landscape plantings shall be selected from the town's list of approved native plants and shall adhere to the town's landscaping guidelines.
13. An application for a second unit shall be referred to the town geologist, director of public works, fire chief and, if dependent on a septic tank and drain field, to the county health officer in accordance with town policies.
14. An application for a second unit shall supply all information required by Section 18.64.040A.1 through 13.
15. Staff may approve an application for a second unit, either attached or detached, which meets all of the conditions below:
 - a) The second unit shall not exceed seven hundred and fifty (750) square feet of floor area.
 - b) The second unit shall conform to the Town's General Plan, Zoning and Site Development Codes, and Design Guidelines.
 - c) The second unit shall not exceed a vertical building height, of eighteen (18) feet with and a maximum building height of twenty-four (24) feet, as defined in Section 18.54.020.A. A second unit may be permitted to a vertical building

height of twenty-eight (28) feet and a maximum building height of thirty-four (34) feet subject to ASCC approval.

- d) The second unit shall have colors, materials and architecture similar to the principal dwelling. Architecture not similar to the architecture of the principal dwelling is subject to ASCC approval.
- e) The second unit is not visible from a local scenic corridor as identified in the General Plan.
- f) Written notification of a second unit permit application shall be given to owner(s) of adjoining properties at least six days prior to action by planning staff. Town planning staff shall consider comments from owner(s) of adjoining properties and may take action on a permit or refer it to the ASCC.

3. SEVERABILITY. If any part of this ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or the applicability of this ordinance to other situations.

4. ENVIRONMENTAL REVIEW. Pursuant to Public Resources Code Section 21080.17, an ordinance providing for the creation of second units in single family residential zones is not subject to the California Environmental Quality Act.

5. EFFECTIVE DATE; POSTING. This ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town in three public places.

INTRODUCED: August 26, 2015

PASSED: September 9, 2015

AYES: Councilmember Wengert, Councilmember Richards, Councilmember Hughes, Vice Mayor Derwin and Mayor Aalfs


NOES: None

ABSTENTIONS: None

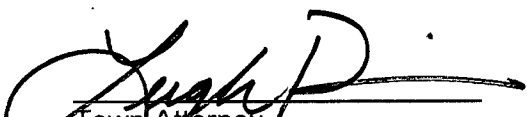
ABSENT: None

ATTEST:


Town Clerk

By: 
Mayor

APPROVED AS TO FORM:


Town Attorney



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager

DATE: May 10, 2017

RE: Extension of GreenWaste Recovery, Inc. Franchise Agreement for Collection of Garbage, Recyclables and Compostable Materials

RECOMMENDATION

Staff recommends that the Town Council:

1. Adopt a resolution to extend the GreenWaste franchise agreement for two additional years to June 30, 2020, and
2. Create a subcommittee of the Council to work with staff on garbage contract-related issues, as needed.

BACKGROUND

On May 14, 2008, the Town Council authorized a ten-year contract for garbage, recyclables and compostables collection with GreenWaste Recovery, Inc. GreenWaste had been providing such services to the Town since 2002.

The Town's contract is identical to the contract signed by the Town of Woodside that same year for the same period of time; the contracts were negotiated in tandem by the two towns.

In September of 2016, GreenWaste reached out to Town Staff to discuss the possibility of a contract extension. GreenWaste staff provided their initial thoughts to Portola Valley and Woodside staff in January of 2017, and conversations between the three parties continued, including a second meeting in March of 2017.

DISCUSSION

The current contract with GreenWaste, under Article 2.02, provides an opportunity for the Town to extend the term of the Agreement for up to three years if so triggered by July 1, 2017. This option is at the Town's sole discretion, and any rate adjustments would be directed by Article 14.02, which is the mechanism used to allow for the Consumer Price Index (CPI) adjustment on an annual basis.

Given the costs and commitments associated with such a franchise agreement, it is best to allow for additional time to continue discussions with GreenWaste, while also providing the framework, should it be needed, to formally engage with other collection providers.

Staff is recommending a two year extension as we believe that two years from May of 2017 is sufficient to complete the above work and three would be longer than necessary.

Additionally, Town staff recommends that a subcommittee of the Council be formed to advise and inform any future discussions related to a future franchise agreement before it's brought to the full Council for approval.

Due to the similar demographics, timelines and economies of scale, any conversations related to a future franchise agreement would benefit from the continued involvement of our partners in the Town of Woodside, until such time the needs of our respective communities diverge and lone negotiations are best.

FISCAL IMPACT

There is no cost associated with agreeing to a two-year extension of the franchise agreement. There will be costs for residents who receive collection services should GreenWaste request annual CPI adjustments between July 1, 2018, and June 30, 2020.

There is no cost associated with the creation of a subcommittee.

Given the complexity of reviewing and negotiating a new franchise agreement, it is necessary to engage a consultant knowledgeable in such matters. Town staff is meeting with prospective consultants at this time, and once one is identified, approval for a contract will be brought to the Town Council.

ATTACHMENT

1. Resolution
2. GreenWaste Franchise Agreement 2008-2018

Approved by: Jeremy Dennis, Town Manager



RESOLUTION NO. _____-2017

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY EXTENDING THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF PORTOLA VALLEY AND GREENWASTE RECOVERY, INC.

WHEREAS, on May 14, 2008, the Town Council of the Town of Portola Valley entered into a 10-year franchise agreement with GreenWaste Recovery, Inc. ("GreenWaste") for the provision of garbage, recyclables and compostable materials collection services; and

WHEREAS, in September of 2016, GreenWaste reached out to Town staff to discuss an extension; and

WHEREAS, Article 2.02 of the franchise agreement, provides that on or before July 1, 2017, the Town at its sole option may extend the term of the franchise agreement for up to three years.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does RESOLVE as follows:

1. Public interest and convenience require the Town of Portola Valley to extend the term of the franchise agreement with GreenWaste for two years.
2. The Town Council of the Town of Portola Valley hereby extends the term of the franchise agreement for two years, ending on June 30, 2020.
3. The Town Council authorizes the creation of a subcommittee to work with the Town Manager around issues related to garbage, recyclables and compostable materials collection services.

PASSED AND ADOPTED this 10th day of May, 2017.

By: _____
Craig Hughes, Mayor

ATTEST:

Sharon Hanlon, Town Clerk

FRANCHISE AGREEMENT

between the

TOWN OF PORTOLA VALLEY

and

GREENWASTE RECOVERY, INC.

for

**COLLECTION OF GARBAGE,
RECYCLABLES AND COMPOSTABLE
MATERIALS**

May, 2008

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
1.01	Agreement	1
1.02	Bulky Goods	1
1.03	Commercial Service Recipient	2
1.04	Composting	2
1.05	Compostable Materials	2
1.06	Compostable Materials Containers	2
1.07	Contract Year	2
1.08	Contractor	2
1.09	Garbage	2
1.10	Garbage Containers	2
1.11	Hazardous Material	3
1.12	Holidays	3
1.13	Notice of Improper Setout	3
1.14	Recyclables	3
1.15	Recyclables Containers	4
1.16	Residential Service Recipient	4
1.18	Service Rates	4
1.18	Service Recipient	4
1.19	Town	4
1.20	Town Representative	4
ARTICLE 2	TERM OF AGREEMENT	4
2.01	Term	4
2.02	Extension of Term	4
ARTICLE 3	STANDARDS	4
3.01	Service Standards	4
3.02	Labor and Equipment	5
3.03	Holiday Service	5
3.04	Commingling of Wastes	5
3.05	Use of Recycled Products	5
ARTICLE 4	SERVICE RECIPIENTS	5
4.01	Initial Determination of Service Recipients	5
4.02	Governmental Agency Service Recipients	5
4.03	Service Recipient Changes	6
ARTICLE 5	EXCLUSIVE PRIVILEGE	6
5.01	Grant of Exclusive Franchise to Contractor	6
5.02	Exceptions	6
5.03	Recycling Options of Service Recipients	6

ARTICLE 6	COLLECTION SERVICES	6
6.01	General Provisions	6
6.02	Service Area	7
6.03	Residential Garbage Collection	7
6.04	Residential Recyclables Collection	7
6.05	Compostable Materials Collection	8
6.06	Bulky Goods	9
6.07	Used Motor Oil and Oil Filters	10
6.08	Dry Cell Batteries and Compact Fluorescent Lamps	10
6.09	Missed Pick-Ups	11
6.10	Additional Recyclables	11
6.11	Commercial Garbage Collection	11
6.12	Commercial Recyclables Collection	12
6.13	Town-Wide Clean-Up Services	12
6.14	On-call Clean-up Services	12
6.15	Failure to Provide Collection Services	12
ARTICLE 7	COLLECTION ROUTES	13
7.01	Residential Collection Routes	13
7.02	Collection Route Changes	13
7.03	Collection Route Audits	13
7.04	Collection Route Maps	14
ARTICLE 8	COLLECTION EQUIPMENT	15
8.01	Equipment Specifications	15
ARTICLE 9	GARBAGE DISPOSAL	16
9.01	Contractor's Responsibility	16
ARTICLE 10	RECYCLABLES PROCESSING AND MARKETING	17
10.01	Processing	17
ARTICLE 11	ADDITIONAL SERVICES	17
11.01	Customer Relations Services	17
11.02	Community Relations Program	18
11.03	Recyclables Containers	18
11.04	County Service Areas	18
11.05	Emergency Services.....	19
11.06	Disruption of Services	19
ARTICLE 12	REPORTING REQUIREMENTS	20
12.01	General Reporting Requirements	20
12.02	Monthly Reports	20
12.03	Quarterly Reports	21
12.04	Annual Reports	22
12.05	End of Agreement Reports	23

12.06	Transfer of Data.....	23
12.07	Submittal of Reports	23
ARTICLE 13	FRANCHISE FEE	24
13.01	Franchise Fee	24
13.02	Franchise Fee Payments.....	24
ARTICLE 14	CONTRACTOR=S RATES	24
14.01	Compensation for Services.....	24
14.02	Annual Rate Adjustments.....	24
14.03	Special Rate Adjustments.....	25
14.04	Emergency Services.....	25
14.05	Adjustments for Damages	25
14.06	Collection Services Reimbursement	26
14.07	Other Reimbursements	26
14.08	Resolution of Disputes Regarding Adjustments	26
ARTICLE 15	PERFORMANCE BOND	27
15.01	Faithful Performance Bond	27
15.02	Town's Rights	27
ARTICLE 16	INSURANCE REQUIREMENTS.....	27
16.01	Insurance Requirements	27
ARTICLE 17	INDEMNIFICATION.....	28
17.01	Indemnification and Hold Harmless	28
17.02	Defense	28
17.03	Exception	28
17.04	Damage by Contractor	28
17.05	State Diversion Mandate	28
ARTICLE 18	TERMINATION.....	29
18.01	Contractor's Default	29
18.02	Immediate Termination	29
18.03	Bankruptcy or Insolvency of Contractor	29
18.04	Authority to Terminate	29
18.05	Termination Cumulative	30
ARTICLE 19	GENERAL PROVISIONS.....	30
19.01	Independent Contractor	30
19.02	Law To Govern	30
19.03	Venue	30
19.04	Assignment	30
19.05	Successors and Assigns	30
19.06	Compliance With Law	31
19.07	Permits and Licenses	31

19.08	Ownership of Written Materials	31
19.09	Waiver	31
19.10	Notices	31
19.11	Transition to Next Contractor	32
19.12	Town Representative	32
19.13	Contractor's Records	32
19.14	Amendment	33
19.15	Paragraph Headings	33
19.16	Severability	33
19.17	Entirety	33
19.18	Nondiscrimination	33
19.19	Drafting	33
19.20	Attorney's Fees	33
19.21	Dispute Resolution	34
19.22	Force Majeure.....	34

EXHIBIT A: SERVICE RATES

EXHIBIT B: CUSTOMER DATABASE

EXHIBIT C: TECHNICAL PROPOSAL

EXHIBIT D: TOWN-WIDE CLEAN-UP SERVICES

EXHIBIT E: ON-CALL CLEAN-UP SERVICES

EXHIBIT F: INSURANCE REQUIREMENTS

**Franchise Agreement
between the
Town of Portola Valley and GreenWaste Recovery, Inc.
for
Collection of Garbage, Recyclable and Compostable Materials**

THIS AGREEMENT is made and entered into this 14 day of May, 2008 by and between the TOWN OF PORTOLA VALLEY, a Municipal Corporation ("Town"), and GreenWaste Recovery, Inc., a California Corporation ("Contractor").

RECITALS

WHEREAS, Town regulates the collection and disposal of garbage to protect the physical health and safety of its inhabitants: and,

WHEREAS, Town is acting under clearly expressed policies of the State of California empowering Cities to regulate the collection and disposal of garbage; and,

WHEREAS, Town hereby determines that the public interest and the physical health and safety of its inhabitants require the entering into of a Franchise Agreement; and,

WHEREAS, Town and Contractor desire to enter into a Franchise Agreement for the collection and disposal of Garbage, Recyclable and Compostable Materials generated in Town;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Town and Contractor do hereby agree as follows:

ARTICLE 1. DEFINITIONS

The definitions set forth in this Article 1 shall govern the interpretation of this Agreement.

- 1.1. Agreement - "Agreement" shall mean this Franchise Agreement between the Town of Portola Valley and GreenWaste Recovery, Inc. for Collection of Garbage, Recyclable and Compostable Materials.
- 1.2. Bulky Goods - "Bulky Goods" means discarded furniture; carpets; mattresses; household appliances including refrigerators, ranges, washers, dryers, water heaters, and dishwashers and other similar items (commonly known as "white goods"); electronic equipment such as stereos, televisions, computers, VCRs and other similar items (commonly known as "brown goods"); clothing; and oversized Compostable Materials (such as tree trunks and branches not exceeding two (2) feet in diameter and four (4) feet in length). Bulky Goods

does not include any motor vehicle or any subassembly, component, or part thereof, does not include construction wastes, and does not include Hazardous Material.

- 1.3. Commercial Service Recipient - "Commercial Service Recipient" means a business or other non-residential customer which subscribes for service by Contractor. A Commercial Service Recipient generating less than 96-gallons (up to three 32-gallon garbage cans) per week may subscribe for service as a Residential Service Recipient and for all purposes be considered a Residential Service Recipient.
- 1.4. Compostable Materials - "Compostable Materials" means tree trimmings that are less than six (6) inches in diameter, shrubbery prunings, vegetative garden wastes, dead plants, weeds, leaves, grass clippings, food soiled paper, food and other vegetative matter. Compostable Materials also means Christmas trees that are cut to lengths of not more than 5-feet, and which are free of plastics or other contaminants.
- 1.5. Compostable Materials Containers - "Compostable Materials Containers" means metal or plastic containers (but not plastic bags), or other containers approved by Town Administrator, which do not exceed 32-gallons in capacity, and are provided by the Service Recipient for collection of Compostable Materials. Contractor shall not be required to collect Compostable Materials from Containers where the total weight of the container and contents exceed 60 pounds.

Contractor may offer for sale wheeled, plastic "Compostable Materials Containers" to Service Recipients. Wheeled "Compostable Materials Containers" offered for sale must be dark green in color.
- 1.6. Composting - "Composting" means the controlled decomposition of organic materials.
- 1.7. Contract Year - "Contract Year" means the twelve (12) month period from July 1 to June 30.
- 1.8. Contractor - "Contractor" means GreenWaste Recovery, Inc.
- 1.9. Garbage - "Garbage" means putrescible wastes including kitchen and table food wastes; animal or vegetable wastes resulting from storage, preparation, cooking, processing, or handling of food or food stuffs; non-putrescible wastes that are mixed in the same container with or are contaminated by putrescible wastes; infectious wastes, such as used tissues, which are normally produced at residential premises; small dead animals not exceeding ten (10) pounds in weight; and any putrefactive or easily decomposable waste material which is likely to attract flies, vermin, birds or rodents. Garbage does not include materials that are separated and set aside for recycling, does not include Compostable Materials set aside for separate collection, does not include stable matter (manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures), and does not include Hazardous Material.
- 1.10. Garbage Containers - "Residential Garbage Containers" means metal or plastic containers provided by the Residential Service Recipient, of not more than 32-gallon capacity, and

plastic bags of not more than 30-gallon capacity, approved by the Town Administrator for use by Residential Service Recipients for garbage collection services under this Agreement. Contractor shall not be required to collect Garbage from an approved Garbage Container where the total weight of the container and contents exceed 60 pounds in metal or plastic cans, or 30 pounds in plastic bags, or the volume exceeds the capacity of the Garbage Container when it is closed.

"Commercial Garbage Containers" means metal bins of from 1 to 8 cubic yard capacity, provided by the Contractor, approved by the Town Administrator for use by Commercial Service Recipients for garbage collection services under this Agreement.

- 1.11. Hazardous Material - "Hazardous Material" means any material or combination of materials which because of its quantity, concentration, or physical, chemical or infectious characteristics may either: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. Hazardous Material includes hazardous wastes as defined under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may from time to time be amended.
- 1.12. Holidays - "Holidays" shall mean January 1st, Thanksgiving Day, and December 25th.
- 1.13. Notice of Improper Setout - "Notice of Improper Setout" means a two-part form used to notify Service Recipient(s) that Garbage, Recyclable or Compostable Materials have not been properly prepared, and to notify Service Recipient(s) of the reasons for the non-collection of materials set out by the Service Recipient(s) for collection by Contractor pursuant to this Agreement as mutually agreed to by Town Administrator and Contractor.
- 1.14. Recyclable Materials – "Recyclable Materials" means newspaper (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard (in pieces not to exceed 4' x 4'), kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, telephone books and other similar materials); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight nor two (2) feet in any dimension for any single item); steel cans including "tin" cans, aerosol cans, and small scrap metal items (not exceeding ten (10) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; plastic containers and bottles (containers for which the neck is smaller than the base) including containers made of natural and pigmented high density polyethylene (HDPE), natural and pigmented low density polyethylene (LDPE), clear and pigmented polyethylene terephthalate (PET), scrap plastic items, and any other materials mutually agreed to by Town and Contractor.

Contractor shall also collect small dry-cell batteries and compact fluorescent light bulbs in sealed (e.g., Zip-Lok) plastic bags; but no more than one bulb may be placed in each bag. Service Recipients shall place these items on top of (not inside) their Recyclable Materials Container.

- 1.15. Recyclable Materials Containers - "Recyclable Materials Containers" means the plastic wheeled carts provided to Service Recipients by Contractor under this Agreement, and any durable container which is used by a Service Recipient for setting out Recyclables that is approved for such purpose by the Town and is clearly labeled by the Service Recipient as a recycling container. Wheeled carts provided by Contractor for collection of Recyclable Materials shall be dark brown in color and be labeled for Recycling on the lid.
- 1.16. Residential Service Recipient - "Residential Service Recipient" means all residences, and commercial businesses generating less than 96-gallons (not more than three 32-gallon garbage cans) per week, which subscribe for service by Contractor.
- 1.17. Service Rates - "Service Rates" means the maximum rates Contractor can charge to a Service Recipient for services provided by Contractor pursuant to Article 6 of this Agreement; and listed in EXHIBIT A: MAXIMUM SERVICE RATES.
- 1.18. Service Recipient - "Service Recipient" means any residence or business located in Town which subscribes for collection services by Contractor pursuant to Article 4 of this Agreement; and includes Governmental Agency Service Recipients.
- 1.19. Town - "Town" means Town of Portola Valley.
- 1.20. Town Representative - "Town Representative" means the Town Administrator, or such Town employee with responsibility for environmental programs as the Town Administrator may designate in writing.

ARTICLE 2. TERM OF AGREEMENT

- 2.01 Term - The term of this Agreement shall be from July 1, 2008 to June 30, 2018, inclusive, subject to Section 2.02 and Article 18 of this Agreement.
- 2.02 Extension of Term - On or before July 1, 2017 the Town, at the Town's sole option may elect to extend the term of this Agreement for an additional period of up to three (3) years.
If the term of this Agreement is extended, the compensation payable to Contractor shall be adjusted annually throughout the extended term as provided in Section 14.02.

ARTICLE 3. STANDARDS

- 3.01 Service Standards - Contractor shall perform all services under this Agreement in a thorough and professional manner. Collection services described in Article 6 of this Agreement shall be performed regardless of weather conditions and regardless of difficulty of collection. Additional services described in Article 11 of this Agreement shall be performed professionally, promptly and courteously.

3.02 Labor and Equipment - Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's obligations under this Agreement. Contractor shall at all times have sufficient back up equipment and labor to fulfill Contractor's obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to Contractor by Town or by any Service Recipient except as expressly provided by this Agreement.

3.03 Holiday Service - Contractor shall not be required to perform any services under this Agreement on Holidays. Collection services that would be performed under Article 6 but for the Holiday shall be rescheduled to the next calendar day, except Sunday, following normal service day for the remainder of the week following the Holiday, unless otherwise specifically approved in advance in writing by the Town Administrator. Contractor shall provide written notice of the rescheduling of any other services affected by Holiday to each affected Service Recipient at least thirty (30) days in advance of the rescheduled service.

3.04 Commingling of Wastes

3.04.1 Garbage, Recyclable and Compostable Materials - Contractor shall not commingle, in the collection vehicles or at the processing facility or elsewhere, any Garbage or Compostable Materials collected pursuant to this Agreement with any Recyclable Materials separated for collection pursuant to this Agreement, unless specifically approved in advance in writing by the Town Administrator.

3.04.2 Non-Portola Valley Wastes and Recyclables - Contractor shall not commingle, in the collection vehicles, any Garbage, Recyclable or Compostable Materials collected pursuant to this Agreement with any materials collected by Contractor from any place outside the Town of Portola Valley unless specifically approved in advance in writing by the Town Administrator. Such authorization may be granted by Town Administrator to increase the efficiencies of collection services, but Contractor shall still be required to provide accurate data on the types and amounts of materials collected from within and outside Town if commingling is permitted.

3.05 Use of Recycled Products - Contractor is requested to use products or materials which contain recycled materials content, wherever feasible in the performance of services under this Agreement.

ARTICLE 4. SERVICE RECIPIENTS

4.01 Service Recipients - Contractor shall provide collection services to all Residential and Commercial Service Recipients who subscribe for these services.

4.02 Governmental Agency Service Recipients - Garbage, Recyclable and Compostable Materials collection services described in Article 6 of the Agreement shall be provided to the Town Hall and the County Branch Library at 765 Portola Road, the Portola Valley School District facilities at 4575 Alpine Road and 200 Shawnee Pass, Ford Field at the corner of

Westridge and Alpine Roads, and Rosotti Field at the corner of Atrascadero and Alpine Roads. There shall be no charge for service to the Governmental Agency Service Recipients. Contractor shall provide service as often as necessary to prevent overflow of containers provided.

4.03 Service Recipient Changes - Town and Contractor acknowledge that during the term of this Agreement it shall be necessary and desirable to add or delete Service Recipients to which Contractor shall provide collection services.

ARTICLE 5. EXCLUSIVE PRIVILEGE

5.01 Grant of Exclusive Franchise to Contractor - Town hereby grants to Contractor the exclusive franchise to perform the collection services described in Article 6 in the Town for the term of this Agreement.

5.02 Exceptions - The exclusive franchise granted to Contractor to perform collection services does not extend to any of the following, and Town expressly reserves the right to allow other service providers, by contract or otherwise, to perform any or all of the following in the Town:

- A. Collection and processing of any recyclable materials not specifically included in the definition of Recyclables.
- B. Collection of waste materials resulting from demolition or construction.
- C. Collection of horse manure generated at residences or businesses.
- D. Collection of non-Garbage waste materials such as scrap wood, scrap metal and other debris which are placed in a roll-off container and collected from Residential properties by a person authorized by Town to collect such materials.
- E. Collection of grease wastes from grease traps or grease interceptors.
- F. Collection of hazardous wastes.
- G. Collection of waste material that is greater than fifty percent (50%) liquid.

5.03 Recycling Options of Service Recipients - Nothing in this Agreement shall be construed as requiring Service Recipients to set out Recyclables or Bulky Goods for collection by Contractor. Service Recipients may dispose of Recyclables and Bulky Goods through other appropriate means including, but not limited to, taking Recyclables or Bulky Goods to drop-off facilities, and donating or selling Recyclables or Bulky Goods to private or public entities.

ARTICLE 6. COLLECTION SERVICES

6.01 General Provisions - Beginning July 1, 2008, and continuing through the end of the term of this Agreement, Contractor shall perform collection service as provided in this Article as well as set forth in Exhibit C, which is incorporated herein by this reference. Exhibit C shall consist of pages 24-38 of the Technical Proposal dated January 8, 2002, and submitted by Contractor. To the extent that Exhibit C conflicts with the terms of the Agreement, the Agreement shall control. All services shall be performed in a thorough and professional manner regardless of weather conditions and difficulty of collection.

Contractor is not required to perform collection services on Holidays, but shall reschedule Holiday collection services in accordance with Section 3.03 of this Agreement.

Collection of Garbage, Recyclable and Compostable Materials shall occur only between the hours of 8:00 AM and 5:00 PM, unless specifically approved in advance in writing by the Town Administrator.

Recyclable Materials set out separately by Service Recipients shall not be commingled with Garbage and Compostable Materials, unless specifically approved in advance in writing by the Town Administrator.

6.02 Service Area - The service area includes all residential, commercial and public properties within the boundaries of the Town of Portola Valley. Town and Contractor acknowledge that during the term of this Agreement the service area may increase or decrease.

6.03 Residential Garbage Collection

6.03.1 Frequency of Collection - Contractor shall collect Garbage from each Residential Service Recipient in Town on a once-per-week basis, Monday through Friday. Collection shall be made from Garbage Containers which are placed at the point of service selected by the Service Recipient.

Except when material is being loaded or unloaded or the vehicle is on route in the process of collection, Contractor shall at all times keep Garbage loads covered so as to prevent litter, leakage or spillage from the collection vehicle. Contractor shall immediately clean up any litter or spillage which occurs during collection.

6.03.2 Excess Garbage - Contractor shall collect Garbage in excess of the normal level of service when:

- A. the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment; and
- B. the garbage is placed in an approved garbage container, and the combined weight of the garbage and container is not more than 60 pounds per metal or plastic container, or 40 pounds per plastic bag.

6.03.3 Non-Collection - Contractor shall not be required to collect any Garbage that is not placed in an approved Garbage Container. Contractor shall not be required to collect Garbage from an approved Garbage Container which exceeds 60 pounds in weight in metal or plastic containers, or exceeds 40 pounds in weight in plastic bags, or where the volume exceeds the capacity of the Garbage Container when its lid is closed. In the event of non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Garbage Container, and shall retain one copy. The Contractor shall provide to the Town Administrator, on a monthly basis, a listing of all Service Recipients receiving more than one collection notice in the prior twelve months.

6.04 Residential Recyclable Materials Collection

6.04.1 Frequency of Collection - Contractor shall collect Recyclable Materials from each Residential Service Recipient every week, on the same day of the week that Contractor performs garbage collection services. Recyclables shall be collected from Recyclable Materials Containers placed adjacent to the Garbage Containers by the Residential Service Recipient.

6.04.2 Recyclable Materials Overages - In the event a Service Recipient has a greater quantity of Recyclables than can be set out in the Recyclable Materials Container provided, the Service Recipient may set out such Recyclables overages in durable containers supplied by the Service Recipient which are marked for recycling and set out next to the Recyclables Containers. Contractor shall collect such Recyclable Materials Overages on the same day Contractor collects Recyclables from the Service Recipient. Contractor shall have no obligation to collect Recyclable Materials Overages where Recyclable Materials are set out in non-durable containers, or where the combined weight of the Recyclable Materials and container is more than 60 pounds. Service Recipients who commonly have more Recyclables than their existing Recyclable Materials Containers will accommodate, may request an additional container(s) from Contractor at no cost to the Service Recipient. Contractor shall provide the additional container(s) within seven (7) days of the request.

6.04.3 Non-Collection - Contractor shall not be required to collect any Recyclable Materials that are either not placed in Recyclable Materials Containers or in conformance with Section 6.04.2 of this Agreement. In the event of a non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Recyclable Materials Container, and shall retain one copy. The Contractor shall provide a listing to the Town Administrator on a monthly basis of all Service Recipients receiving more than one collection notice in the prior twelve months.

6.05 Compostable Materials Collection - Contractor shall collect tree trimmings, shrubbery prunings, vegetative garden wastes, dead plants, weeds, leaves, grass clippings, soiled paper products and all food scraps. The collected Compostable Materials shall be processed for use as a mulch or soil amendment, and except for the processing residue shall not be landfilled or used for alternative daily cover at a landfill.

6.05.1 Frequency of Collection - Contractor shall collect Compostable Materials from each Residential Service Recipient, every week, on the same day of the week that Contractor performs garbage collection services. Compostable Materials shall be collected from metal or plastic containers (but not plastic bags), or other containers approved by Town Administrator, which are placed adjacent to the Garbage Containers by the Residential Service Recipient, and where the combined weight of the Compostable Materials and container is not more than 60 pounds; unless the Service Recipient is using

a Contractor supplied wheeled cart. Service Recipients may set out, at no additional charge, as many such Compostable Materials Containers as the Service Recipient requires to contain all of their Compostable Materials.

6.05.2 Christmas Tree Collection - Contractor shall collect all Christmas trees which are set out next to the Compostable Materials Containers between December 26 and January 18 of each year for the term of this Agreement. Contractor shall not be required to collect trees which are in lengths longer than five (5) feet. Contractor shall leave a Non-Collection Notice on all trees that are not collected, stating the reason for non-collection.

Contractor shall not be required to collect any Christmas tree, which is set out for collection next to the Garbage Containers after January 18, unless it is placed within an approved Compostable Materials Container for collection, or unless the Service Recipient has called and made arrangements with Contractor in advance to schedule collection of the excess Compostable Materials.

6.05.3 Compostable Materials Overages - All Compostable Materials must be set out in the appropriate Compostable Materials Containers. Contractor shall have no obligation to collect Compostable Materials which are set out in containers where the combined weight of the Compostable Materials and container is more than 60 pounds; unless the Compostable Materials are in a Contractor supplied wheeled cart.

6.05.4 Non-Collection - Contractor shall not be required to collect any Compostable Materials that are not either placed in Compostable Materials Containers or in conformance with Section 6.05.2 of this Agreement. In the event of a non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Garbage Container, and shall retain one copy. The Contractor shall provide a listing to the Town Administrator, on a monthly basis, of all Service Recipients receiving more than one collection notice in the prior twelve months.

6.06 Bulky Goods

6.06.1 Bulky Goods Collection - Contractor shall collect Bulky Goods when the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment. Contractor shall collect Bulky Goods within seven working days of the request by the Service Recipient.

6.06.2 Maximum Reuse and Recycling - Contractor shall dispose of Bulky Goods collected in accordance with the following hierarchy:

- A. Reuse as is (except for non-energy efficient appliances).
- B. Repair for reuse.
- C. Disassemble for reuse or recycling.
- D. Recycle.
- E. Dispose of at landfill.

Contractor shall not landfill Bulky Goods unless the Bulky Goods cannot be reused or recycled.

6.06.3 Bulky Goods Containing Freon and Other Hazardous Wastes - In the event Contractor collects Bulky Goods which contain Freon, Contractor shall insure that the Freon is recovered. Contractor shall handle all Bulky Goods in a manner to comply with all applicable state and federal laws or regulations.

6.07 Used Motor Oil and Oil Filters - Contractor shall collect Used Motor Oil and Oil Filters when the Service Recipient places Used Motor Oil in plastic bottles with a screw top lid next to their Recyclable Materials, or Oil Filters in sealed (e.g., Zip-Lock) plastic bags when placed on top of their Recyclable Materials Container.

6.08 Dry Cell Batteries and Compact Fluorescent Lamps - Contractor shall collect Dry Cell Batteries and Compact Fluorescent Lamps when the Service Recipient places them in sealed (e.g., Zip-Lock) plastic bags on top of their Recyclable Materials Container. Each Compact Fluorescent Lamp must be placed in a separate bag. Contractor is not required to collect any Compact Fluorescent Lamps that are not in a sealed plastic bag, and are not required to collect any Fluorescent Lamp Tubes.

6.09 Missed Pick-Ups - The failure of Contractor to pick up Garbage, Recyclables or Compostable Materials which have been set out in the proper manner by a Service Recipient in Town will be considered a missed pick-up. The "proper manner" means in the manner described in Sections 6.03, 6.04, 6.05, 6.06, 6.07 and 6.08. If Contractor is notified of a missed pick-up by 9:00 AM on the business day following the scheduled collection day for the Service Recipient, Contractor shall collect the missed pick-up on the day of notification. If the Contractor is notified after 9 AM, Contractor shall collect the material from the Service Recipient on the first working day immediately following the date of notification. Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by Contractor. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 12 of this Agreement.

In the event Contractor fails to collect a missed pick-up within the times set forth in this Section, Town or its agents may collect and transport the material. Town will notify Contractor in writing whenever Town or its agent collects a missed pick-up. Contractor shall reimburse Town for all costs so incurred by Town as provided in Section 14.07 of this Agreement.

6.10 Additional Recyclables - In the event Town or Contractor proposes to add another material to the list of Recyclables to be collected, processed and/or marketed by Contractor, such additional material shall be included under this Agreement. Contractor shall notify the Town Representative to the extent to which the addition of the proposed material would require a modification of the current Recyclables collection vehicles, the use of an additional Recyclables Container or the use of additional collection vehicles, and shall notify Town of the estimated costs of adding the proposed material. Such notification shall be in writing and shall be provided at the time Contractor proposes the addition of the material or, if Town proposes such addition, within thirty (30) calendar days of Town's notification to Contractor of Town's proposal. Town will respond in writing to Contractor's description of changes and costs of implementation within thirty (30) calendar days of Contractor's notification to Town. Both parties shall negotiate in

good faith for the purpose of reaching an Agreement for the addition of the proposed material and a schedule for the implementation of the collection of such material. The Town Administrator is authorized to negotiate on behalf of Town and to approve the additional material and implementation schedule. Any Agreement which would result in additional compensation to Contractor shall not become effective unless approved by the Town Council.

6.11 Commercial Garbage Collection

6.11.1 Frequency of Collection - Contractor shall collect Garbage from each Commercial Service Recipient as often as needed, but at least once-per-week, Monday through Saturday. Collection shall be made from Commercial Garbage Containers placed at the point of service by the Service Recipient.

Except when material is being loaded or unloaded or the vehicle is on route in the process of collection, Contractor shall at all times keep Garbage loads completely covered so as to prevent litter, leakage or spillage from the collection vehicle. Contractor shall immediately clean up any litter or spillage which occurs during collection.

6.11.2 Garbage Overages - Contractor shall collect Garbage in excess of the normal Garbage service when the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment.

6.11.3 Non-Collection - Contractor shall not be required to collect any Garbage that is not placed in an approved Garbage Container. Contractor shall not be required to collect Garbage from an approved Garbage Container where the weight of the garbage exceeds the limit set by the Contractor for that size of container, or where the volume exceeds the capacity of the container when its lid closed. In the event of non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Garbage Container, shall retain one copy. The Contractor shall provide to the Town Administrator on a monthly basis a listing of all Service Recipients receiving more than one collection notice in the prior twelve months.

6.12 Commercial Recyclables Collection

6.12.1 Frequency of Collection - Contractor shall collect Recyclables from each Commercial Service Recipient as often as necessary to provide a high level of recycling convenience. Recyclables shall be collected from Recyclables containers placed adjacent to the Commercial Garbage Containers.

Contractor shall provide Recyclables collection to any Commercial Service Recipient which requests the service. Recyclables collection services shall be provided at no cost to all Commercial Service Recipients.

6.12.2 Recyclables Overages - In the event a Service Recipient has a greater quantity of Recyclables than can be set out in the appropriate Recyclables containers, the Service Recipient may set out such Recyclables overages in durable containers supplied by the

Service Recipient which are marked for recycling and set out next to the Recyclables Containers. Contractor shall collect such Recyclables Overages on the same day Contractor collects Recyclables from the Service Recipient. Contractor shall have no obligation to collect such Recyclables Overages where Recyclables are set out in non-durable containers. Service Recipients which need additional or larger Recyclables Containers to accommodate the amount of materials generated, may request that Contractor provide, at Contractor's own cost and expense, additional containers.

6.12.3 Non-Collection - Contractor shall not be required to collect any Recyclables that are not either placed in Recyclables containers or in conformance with Section 6.12.2 of this Agreement. In the event of a non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Recyclables Container, shall retain one copy. The Contractor shall provide a listing to the Town Administrator on a monthly basis of all Service Recipients receiving more than one collection notice in the prior twelve months.

6.13 Town-Wide Clean-Up Services - Three times per year, on a schedule determined by Town, Contractor will provide a Town-Wide Clean-Up Service to residents of Town. Contractor shall provide sufficient equipment to collect and remove accumulated wastes that have not otherwise been collected through the regular scheduled collection services provided to residents pursuant to this Agreement.

Contractor shall handle all materials received in a manner that will allow the maximum amount to be recycled, or otherwise diverted from landfill. Contractor shall provide the services described in EXHIBIT D of this Agreement. The services required in this paragraph shall not serve to release Contractor from its obligations under Section 6.12.

6.14 On-Call Clean-Up Services - Two times per year, upon request, Contractor will provide On-call Clean-up Services to each Residential Service Recipient. Contractor shall provide the services described in EXHIBIT E of this Agreement.

Contractor shall handle all materials received in a manner that will allow the maximum amount to be recycled, or otherwise diverted from landfill. The services required in this paragraph shall not serve to release Contractor from its obligations under Section 6.12.

6.15 Failure To Provide Collection Services - In the event Contractor fails to provide any of the collection services as required under this Agreement, Town may, but shall have no obligation to, and without waiving or relieving Contractor of its obligation to provide such services, make such payment or perform such other act as Town deems appropriate to effectuate such services. Contractor shall reimburse Town for any costs incurred by Town in effectuating such services during any period Contractor fails to perform such services.

ARTICLE 7. RESIDENTIAL COLLECTION ROUTES

7.01 Residential Collection Routes - On or before July 1, 2008, Contractor shall provide to the Town Administrator maps showing the residential collection routes which Contractor proposes for the performance of collection services pursuant to this Agreement. The maps shall include, or shall be accompanied by, a written statement describing day of the week service, approximate time of collection (e.g., early or late AM, or early or late PM), the start point and end point and street-by-street course of each collection route, route numbers and type of equipment for each route.

7.02 Collection Route Changes

7.02.1 Town-Initiated Route Changes - Town reserves the right to change the day of the week any residential Service Recipient receives collection services pursuant to this Agreement. Town will notify Contractor of any change in the collection service day at least sixty (60) calendar days in advance of the effective date of the change. Contractor shall notify all affected Service Recipients of the change at least fourteen (14) calendar days in advance of the effective date of the change. Town will not initiate route changes more often than once in any Contract year.

Town will compensate Contractor for expenses incurred by Contractor in implementing a Town mandated route change. Town will not compensate Contractor for implementation of any other route changes.

7.02.2 Contractor-Initiated Route Changes - For any residential route change proposed by Contractor, Contractor shall submit to Town, in writing, any proposed change to routes (including by not limited to boundaries and route numbers) not less than ninety (90) calendar days prior to the proposed date of implementation. Within sixty (60) calendar days of receipt of Contractor's proposed change, Town will provide written notice to Contractor as to whether the proposed change is acceptable or not. Contractor shall not implement any route changes without the prior written authorization of the Town Administrator. Contractor shall notify all affected Service Recipients of any authorized route change affecting day of service or time of service.

7.03 Collection Route Audits

7.03.1 Annual Route Audit - Contractor shall conduct a route audit for each of Contractor's Garbage collection routes, Recyclables collection routes, and Compostable Materials collection routes, at Town's request, but not more than once in any contract year. Each route audit shall be conducted over five (5) consecutive working days to identify differences relating to different route areas during the week. The results of the route audits shall be provided to Town Administrator within 60 days of such request.

The route audits shall include the following information for each collection route:

- A. The route number, the date of the audit, and the starting and ending times of collection for each day.
- B. A description of the route location, outlined by the names of the streets covered.

- C. The number of Service Recipients on the route.
- D. For the Garbage collection routes, whether there were significant quantities of Recyclables or Compostable Materials in containers at each account, and the total number of Service Recipients for whom Garbage overages were collected.
- E. For Recyclables routes, the number of Service Recipients who placed Recyclables out for collection.
- F. For Compostable Materials routes, the number of Service Recipients who placed Compostable Materials out for collection.
- G. The number of collection vehicles used on the route, and the number of loads collected by each Garbage, Recyclables and Compostable Materials collection vehicle.
- H. The tonnages of Garbage, Recyclables and Compostable Materials collected for each vehicle trip.
- I. For subsequent route audits performed, a description of any changes in the route occurring since the immediately preceding route audit, including changes in the location of the route, the number of Service Recipients, equipment used, and collection methods employed.
- J. The name(s), telephone number(s) and signature(s) of the person(s) performing each route audit.

7.03.2 Special Route Audits - Town may request performance of route audits in addition to the route audits conducted pursuant to Section 7.03.1. Within fifteen (15) calendar days of a written Town request for a special route audit, Contractor shall provide to the Town Administrator a written cost proposal for performance of the special route audit. If the Town Administrator accepts Contractor's cost proposal, Contractor shall conduct the special route audit and the Town will compensate Contractor at the rate described in the cost proposal.

7.04 Collection Route Maps - Contractor shall maintain, and provide to Town on request, current and accurate maps indicating:

- A. Areas of collection indicating route numbers.
- B. Day of the week collection service is provided.
- C. Approximate time of collection (e.g., early or late AM, or early or late PM).
- D. Start point, end point, and the actual street-by-street course the collection vehicles follow on routes.
- E. Boundaries of each individual route. The maps shall be of sufficient scale to allow clear delineation of each route on the map in a distinct color or pattern.

ARTICLE 8. COLLECTION EQUIPMENT

8.01 Equipment Specifications

8.01.1 General Provisions - All collection equipment used by Contractor in the performance of this Agreement shall be of the highest quality available. The vehicles

shall be designed and operated so as to prevent Garbage or other materials from escaping from the vehicles and becoming litter.

Contractor shall utilize alternative fuels, re-refined motor oil and re-refined hydraulic oil in all vehicles used in Contractor's performance of this Agreement.

Vehicles used for collection of Bulky Goods shall not use compaction mechanisms that would reduce the reusability or repairability of the items collected.

8.01.2 Vehicle Registration - All vehicles used by Contractor in providing services under this Agreement, except those vehicles used solely on Contractor's premises, shall be registered with the California Department of Motor Vehicles.

8.01.3 Safety Markings - All collection equipment used by Contractor shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and reflective tape striping. All such safety markings shall be in accordance with the requirements of the California Vehicle Code.

8.01.4 Vehicle Signage - Contractor's name, telephone number and vehicle number shall be visibly displayed on both sides and the rear of all collection vehicles, in letters and figures not less than six (6) inches high.

8.01.5 Collection Vehicle Noise Level - The noise level generated by collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet from above ground level using the "A" scale of a standard sound level meter at slow response. Contractor shall cause the collection vehicles to be tested annually by an independent testing authority before start of contract and during the month of June of each year, and shall submit a certificate of testing showing that the vehicles meet the requirements of this Section.

8.01.6 Vehicle Certifications - For each collection vehicle used in the performance of services under this Agreement, Contractor shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and the regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 et seq.) and the regulations promulgated thereunder, as applicable to the vehicle before the start of this Agreement, and as required by State law thereafter. Contractor shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Town Administrator or the Town Administrator's designee.

Contractor shall submit as part of the annual report to Town, verification that each of Contractor's collection vehicles has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor shall cause each vehicle in Contractor's collection fleet to be tested annually in the California Heavy Duty Inspection Program and shall submit verification to Town. Contractor shall not use any vehicle which does not pass such inspection.

8.01.7 Equipment Maintenance - Contractor shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to Town. Collection vehicles shall be painted white and vehicle striping and logos shall be painted Contractor's primary corporate color. Contractor shall repaint all collection vehicles during the term of this Agreement on a frequency necessary to maintain a positive public image as reasonably determined by the Town Administrator. Contractor shall wash all collection vehicles at least once a week.

8.01.8 Maintenance Log - Contractor shall maintain a maintenance log for all collection vehicles. The log shall at all times be accessible to Town upon the request of the Town Administrator, and shall show, at a minimum, each vehicle's identification number, date of purchase or initial lease, dates of performance of routine maintenance and performance of additional maintenance, and description of additional maintenance performed.

8.01.9 Back-up Equipment - Contractor shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this Agreement.

ARTICLE 9. GARBAGE DISPOSAL

9.01 Contractor's Responsibility

9.01.1 Delivery of Materials - Contractor shall transport all Garbage collected separately by Contractor from Service Recipients, and all residue from the Recyclables and Compostable Materials to a permitted disposal facility as approved by Town. All Recyclable and Compostable Materials, or other materials that are collected by Contractor pursuant to this Agreement shall be delivered to permitted facilities selected by Contractor for processing and recycling.

9.01.2 Compliance With Regulations - Contractor shall observe and comply with all regulations in effect at the Town-designated disposal facility at the time Contractor transports and disposes of materials at the site. Contractor shall at all times while at the disposal facility operate according to safe industry practices.

9.01.3 Contractor's Acknowledgment - Contractor acknowledges that Town will not arrange for or pay for the disposal of Garbage, the residue from processing Recyclable and Compostable Materials, or Bulky Goods. The disposal of all such collected materials is the sole responsibility of the Contractor.

ARTICLE 10. RECYCLABLES AND COMPOSTABLE MATERIALS PROCESSING

10.01 Processing

10.01.1 Processing Facilities - Contractor shall arrange for processing all recyclables collected pursuant to this Agreement at a permitted Recyclable Materials processing

facility. Contractor shall arrange for processing all Compostable Materials collected pursuant to this Agreement at a permitted Compost processing facility. Contractor shall process, or arrange for processing of all Bulky Goods collected pursuant to this Agreement. Contractor shall provide Town a listing of the facilities being used pursuant to this Agreement, and update that listing whenever changes are made.

10.01.2 Town Access to Processing Facilities - Contractor shall ensure that Town's Representative has access to the processing facilities at reasonable times to inspect the materials collected pursuant to this Agreement.

10.01.3 Diversion Credit - Contractor shall, to the maximum extent practicable, collect and process the Recyclables and Compostable Materials in a manner which will ensure that these materials will not be landfilled, and that the Town will receive credit toward the State diversion mandates. Contractor shall provide Town with reports containing all information necessary to document diversion achieved.

ARTICLE 11. ADDITIONAL SERVICES

11.01 Customer Relations Services

11.01.1 Contractor's Office - Contractor shall maintain an office within thirty (30) miles of Town Hall where Contractor shall be available during normal business hours for communication with Town Administrator, other Town representatives, and the public.

11.01.2 Local Telephone Number - Contractor's principal office shall be accessible by a local telephone number (toll-free to Service Recipients) at least during the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for Holidays. A telephone answering machine or service shall be available at all other times. The telephone number shall be listed under Contractor's name in the telephone directory including Portola Valley.

11.01.3 Emergency Telephone Number - Contractor shall maintain an emergency telephone number for use by Town when the listed telephone number is not attended. The emergency telephone number shall be available only to Town's Representative(s).

11.01.4 Service Recipient Complaints and Inquiries - During the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for Holidays, Contractor shall maintain a Service Recipient response system. Contractor shall record in a log all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and nature and date and manner of resolution of complaint. Any such calls received via Contractor's answering service shall be recorded in the log not later than the following working day. This log shall be available for inspection by Town during Contractor's office hours. The log shall be in a format approved by Town. Contractor shall provide a copy of this log to Town with Contractor's monthly report.

All incoming calls shall be answered within a maximum of four (4) rings. Any call "on-hold" in excess of 1 minute shall be switched to a message center where Contractor shall maintain information in a daily log to enable a customer service

representative to return customer calls. Contractor shall attempt to respond to each call received or message left at least one time prior to 6:00 PM on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If Contractor is unable to reach the caller on the next working day, Contractor shall send a postcard to the caller on the second working day after the call was received, indicating that the Contractor has attempted to return the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

Contractor shall develop a system for Service Recipients to contact Contractor via the internet. At a minimum, the system shall provide residents and businesses information on services provided under this Agreement, provide the opportunity to leave comments about their services, and allow customers to pay their bills online.

11.02 Community Relations Program - Contractor shall submit to Town Administrator a workplan for community relations activities to be implemented during this Agreement. The workplan shall include but not be limited to Contractor's proposed activities in connection with the following:

- A. Assistance in developing communications goals, objectives, strategies, and evaluation criteria to encourage public participation in the diversion programs as designed.
- B. Attendance at and assistance with Start-up and Program kick-off events.
- C. Assistance with development of informational materials.
- D. Presentations to community and school groups.
- E. Creation of an internship program with high school age students.

11.03 Recyclables Containers - Prior to July 1, 2008, Contractor shall purchase and receive delivery of a sufficient number of Recyclable Material Containers of the sizes necessary to meet the needs of the Residential Service Recipients. One dark brown wheeled cart shall be distributed to each Residential Service Recipient by Contractor within seven working days of the start of this Agreement.

Contractor shall distribute Recyclable Material Containers remaining in inventory to Service Recipients who request additional bins to store a large volume of recyclables, or as replacement bins. Such distribution shall be made within seven (7) calendar days of Contractor's receipt of a request for bins.

Contractor shall maintain complete inventory and distribution records. Upon the expiration or earlier termination of this Agreement, the Recyclable Material Containers, distributed to Service Recipients, shall become the property of Town.

11.04 County Service Areas - Contractor acknowledges that there are unincorporated areas of San Mateo County which are adjacent to areas within the jurisdiction of the Town of Portola Valley and are contiguous with Contractor's Service Area. In the event that Contractor desires to perform Garbage, Recyclable and Compostable Materials collection services in these areas, and commingle collected materials with those from Town collected under this Agreement, Contractor and Town will negotiate in good faith for the purpose of maintaining separate records of tonnages diverted and landfilled, and the costs associated with the collection arrangements. Town shall have no obligation to allow Contractor to commingle materials from outside Town

with Town materials. Contractor shall have no obligation to provide services to such County Service Areas under this Agreement.

11.05 Emergency Services - Contractor shall provide, or begin providing, emergency services within 24-hours of notification by Town. Emergency services are services beyond the services specified in this Agreement, which result from emergency conditions such as earthquakes.

Emergency conditions resulting from the effect on Contractor of fire, flood, storm, earthquake, or other natural calamity, riot, insurrection, public disobedience, terrorist activity, war, labor controversy, labor strike, insolvency of Company, or similar condition may threaten the public health, safety and welfare. Emergency conditions do not include the results of failure of Contractor to comply with the standards and procedures set forth in this Agreement.

Should Contractor not be able to provide Emergency Services, Town, or its agents, may assume and carry out the Garbage, Recyclable and Compostable Materials Collection services. During the duration of the emergency, Contractor shall make available to Town all of the company's operable equipment and other facilities necessary for providing the services required under this Agreement. Revenues which would normally accrue to Contractor during the time the emergency services are provided, less the amount of any payments for equipment, shall accrue and be payable to Town to be used to pay the emergency services operator.

During the emergency conditions, Town, or its agents, shall operate, maintain and repair, without cost to Contractor, Contractor's equipment and other facilities used by Town. Upon cessation of the Emergency condition, the right to use such equipment shall expire and the Town will return said equipment to Contractor in a condition substantially the same as that which existed upon acquiring said equipment, ordinary wear and tear excepted.

11.06 Disruption of Services

11.06.1 Substitute Collection - If, at any time during the term of this Agreement, for a period of seventy-two (72) consecutive hours or more, Contractor fails for any reason to collect and remove Solid Waste, Recyclables and Compostable Materials as required in this Agreement, Town may immediately, upon written notice to Contractor, cause such Garbage, Recyclable and Compostable Materials to be collected and removed by whatever means available to Town. For so long as Contractor continues to collect fees from Service Recipients pursuant to Section 14.1, Contractor shall pay any and all costs incurred by Town for the provision of such substitute services.

11.06.2 Use of Equipment - In the event Contractor fails to collect and remove Garbage, Recyclable and Compostable Materials as required in this Agreement, for a period of seventy-two (72) consecutive hours or more, Town, upon written notice to Contractor, may (but shall not be required to) take possession of and operate through its employees or any other properly licensed persons, any and all trucks and other equipment used by the Contractor for the collection and removal of Garbage, Recyclable and Compostable Materials in the Franchise Area until such time, not to exceed one-hundred-twenty (120) days, as Contractor satisfies Town that it is ready, able and willing to comply with all the provisions of this Agreement. In this event, Contractor shall provide Town with driver route listings and necessary operational records. For so long as Contractor continues to collect fees from Service Recipients pursuant to Section 14.1, Contractor shall reimburse Town in full for any costs incurred by Town pursuant to this Section. Town shall

indemnify and hold harmless Contractor from and against any damage to such equipment or liability to any third person injured or damaged as a result of Town's use or possession of such equipment, to the extent such damage or liability is not covered by insurance. Employees of Contractor, including management employees, may be employed by Town during any period in which Town temporarily assumes the obligations of Contractor under this Agreement.

11.06.3 Strike or Labor Dispute - The parties hereby agree that in the event a strike or labor dispute occurs, this Agreement shall not terminate for the duration of the strike or labor dispute, provided that Contractor uses its best efforts to insure that its best obligations under this Agreement do not go unperformed for a period greater than seventy-two (72) hours (excluding week-ends). In order to insure that its obligations under this Agreement are adequately performed, Contractor may subcontract the performance of services required under this Agreement with entities not affiliated with Contractor. In the event that Town assumes responsibility for Garbage, Recyclable and Compostable Materials handling services in Town, Contractor shall maintain an unobstructed entrance at its place of business which is not regularly used but which will be primarily reserved for use by Town while Town or its designated representative is collecting Garbage, Recyclable and Compostable Materials. If the labor dispute or picketing blocks access to Contractor's place of business, Contractor shall receive no compensation for any time period in which it failed to collect and remove Garbage, Recyclable and Compostable Materials in accordance with the provisions of this Agreement.

ARTICLE 12. REPORTING REQUIREMENTS

12.01 General Reporting Requirements - Contractor shall maintain at all times a computerized data base containing a complete file of Service Recipients coded by category, number or size of Garbage Containers, and set-back distance charges. The file shall include the address of the collection location, and the addresses of the Service Recipient if it is different. The data base shall also contain sufficient fields to allow input of information for all fields listed in EXHIBIT B, entitled, "CUSTOMER DATABASE" which is attached to and incorporated in this Agreement. Contractor shall provide Town with a licensed version of the software and then current database. The database shall be compatible with Town systems and be accessible by Town at all times. Contractor shall cooperate with Town with respect to providing information relevant to this Agreement which is not specified in this Article 12.

12.02 Monthly Reports - Contractor shall submit a written monthly report to Town, within 10 days of the end of each month.

12.02.1 Contact Log - The monthly report shall contain a copy of Contractor's Service Recipient contact and complaint log, and include the name and address of each contact, the reason for the contact, details on each complaint and a description of how each complaint was resolved.

12.02.2 Missed Pickups - The monthly report shall contain a written record of all contacts relating to missed pickups, and a description of the response to each contact.

12.03 Quarterly Reports - Contractor shall submit, within fifteen (15) calendar days following the end of each three month period, quarterly reports on Garbage collection and disposal; on Recyclables collection, processing and marketing; on Compostable Materials collection and processing; Bulky Goods collection and handling; and materials used as alternate daily cover. This report information shall meet the reporting requirements of the California Integrated Waste Management Act, as such Act may from time to time be amended. In addition to the information required by the California Integrated Waste Management Act, each quarterly report shall include the information described in this Section 12.03.

12.03.1 Quarterly Summary - The quarterly report shall contain a summary of the information reported pursuant to Section 12.02 of this Agreement. Reports shall also contain a description of milestones achieved; staffing levels; and a log of special occurrences; and any other relevant information.

12.03.2 Sales of Recyclables - The quarterly report shall contain a quarterly Recyclables sales statement showing: type of material, date of sale, and quantity sold (in tons). Adjustments to previous quarters' sales (such as for contaminants) shall be reported on the current statement and referenced to the statement for the prior quarter in which the original sale was actually reported.

12.03.3 Recyclables Inventory - The quarterly report shall contain a statement of inventory balances for Recyclables collected pursuant to this Agreement showing, by type of material, the balanced (in tons) of materials at the beginning of the quarter, tons collected during the quarter, tons sold during the quarter, tons disposed of as residue during the quarter, and the balances (in tons) at the end of the quarter.

Contractor shall maintain working papers showing the actual measurements or counts of inventory, sales invoices or receipts, conversion factors, calculations, and such other relevant information, and make these available to Town Administrator upon request.

12.03.4 Contaminants - The quarterly report shall include a statement of the weight (in tons) of contaminants in the Recyclables collected during the quarter, the weight of the contaminants expressed as a percentage of the Recyclables collected, and a description of the disposal methods for the contaminants.

12.03.5 Problems Encountered - The quarterly report shall include a narrative account of problems encountered during the reporting period in connection with Recyclables collection (including scavenging), processing and/or marketing, and the actions taken by Contractor in response. The narrative shall include a description of problems relating to non-collection because of contamination in the Recyclables Containers or because of blocked access. The narrative shall also include a description of Recyclables rejected for sale after processing (by type of material and tonnages) reason(s) for rejection, and Contractor's disposal method for the rejected load.

12.03.6 Bulky Goods - The quarterly report shall include a description of the number of Bulky Goods collected (by type), the number of tons processed for reuse and/or recycling, the number of tons disposed of as residue, salvage revenues received, and the markets used for diversion of Bulky Goods.

12.03.7 Public Education Activities - The quarterly report shall include a description of the public education and community relations activities performed by Contractor during the quarter and Contractor's evaluation of the success of such activities in promoting the Program or in addressing problems encountered by Contractor.

12.03.8 Declarations - Contractor shall submit with each Quarterly Report, a statement by Contractor's Chief Executive Officer either: (1) that no events subsequent to the preparation of the last financial statement submitted pursuant to Section 12.04.2 of this Agreement have materially changed Contractor's financial status or condition, or (2) describing any material changes in Contractor's financial status or condition since the preparation of the last financial statement. If any material changes in Contractor's financial status, Town may require Contractor to provide Town with Quarterly Financial Statements.

12.04 Annual Reports

12.04.1 Annual Report Submitted By Contractor - Within 30 days following the end of each calendar year, Contractor shall provide the Town with an annual report containing: a summary report of the quarterly reports for the year, including information on the total annual quantities of Garbage collected and disposed; Recyclables collected, processed and marketed; Compostable Materials collected, processed and marketed; Bulky Goods collected; and materials used as alternate daily cover.

The annual report shall also contain a discussion of public awareness activities and their impact on recycling participation and recovered amounts, and a discussion of highlights and other noteworthy program experiences, along with measures taken to resolve problems, increase efficiency, and increase participation.

Contractor shall prepare and submit to Town, all information required for Town to complete the Annual Report required by the California Integrated Waste Management Act, for Town to submit to the California Integrated Waste Management Board.

12.04.2 Financial Information - On or before April 1 of each year of the term of this Agreement beginning in the year 2004, Contractor shall cause to be prepared an audited statement of Contractor's income and expenses for the immediately preceding calendar year. Such statement shall be prepared by a Certified Public Accountant (CPA) licensed to practice in the State of California and shall be accompanied by a certification from the CPA that the calculation of said income and expenses is fairly presented in accordance with Generally Accepted Accounting Principles and in accordance with the terms of this Agreement. Upon request by Town, Contractor shall cause such statement to be submitted by the CPA directly to Town. Contractor shall ensure that the work papers of the CPA, and other such documents as may be required by Town which show in detail the Contractor's net profit or loss related to the operations required under this Agreement,

shall be available for inspection, upon reasonable request, to the Town Auditor, Town Administrator, Town Attorney, or the designee of any of these officers.

If any of Contractor's Recyclables purchasers are subsidiaries of, or are affiliated with Contractor, this relationship shall be disclosed to Town, and Contractor shall, on request, furnish separate financial statements for each subsidiary or affiliate.

12.04.3 Declarations - Each year for the term of this Agreement, Contractor shall submit to Town, as an attachment to the Annual Report, a declaration describing the current status of any criminal or civil litigation pending against either Contractor's parent company or any subsidiaries of the parent company which relates to garbage handling, collection, recycling or disposal. Also, Contractor shall submit declarations of the current status of any pending criminal or civil litigation relating to the activities of Contractor, Contractor's parent company or any subsidiary naming any current officer of the parent company or any subsidiary company as a defendant. For these declarations "current officers" shall be defined to include those individuals who are presently serving or who have served as an officer of the parent company or the subsidiary within the two (2) years immediately preceding the date of the report.

12.04.4 Vehicle Fleet Information - Each year of the term of this Agreement, Contractor shall submit to Town, as an attachment to the Annual Report, verification that each vehicle used in performing collection services has passed the California Heavy Duty Vehicle Inspection.

12.05 End of Agreement Reports - All reports covering the last period of this Agreement will be due following the end of collection services, on the schedule stated in this Article of the Agreement. Contractor's Performance Bond will not be returned until these reports are provided to Town.

12.06 Transfer of Data - The customer billing database shall be considered to be jointly owned by both the Town and the Contractor, and shall be made available to Town on request. Six months prior to the termination date of this Agreement, or within ten working days upon request by Town (up to three times during the term of the Agreement), the Contractor shall provide Town a complete listing of all billing accounts, level of service information and route maps. The listing of billing accounts and level of service information shall be provided on disk in software mutually agreed upon by both the Town and the Contractor.

12.07 Submittal of Reports - Contractor shall submit all reports required by this Article 12 to:
 Town Administrator
 Town of Portola Valley
 765 Portola Road
 Portola Valley, CA 94028

or to such other address as the Town Administrator may designate in writing.

ARTICLE 13. FRANCHISE FEES AND PAYMENTS

13.01 Franchise Fee - Contractor shall pay to Town a Franchise Fee in the amount of 7.7% of their gross receipts from all services provided under this Agreement. The Town may alter the amount of the Franchise Fee once a year as part of the Annual Rate Adjustment.

13.02 Franchise Fee Payments - Contractor shall remit the Franchise Fee to Town for all receipts of the prior month within 10 working days of the end of each month.

ARTICLE 14. CONTRACTOR'S RATES

14.01 Compensation for Services - The Contractor's Maximum Rates for services to Service Recipients are detailed in EXHIBIT A, entitled MAXIMUM SERVICE RATES, attached hereto and incorporated herein by this reference. The Contractor shall bill Residential Service Recipient accounts on a quarterly basis, and Commercial Service Recipient accounts on a monthly basis. The Contractor shall be responsible for billing the Service Recipients. Billings may be mailed to Residential Service Recipients not earlier than one month into the quarterly billing cycle. Payment will not be due sooner than one month from the billing date. Billings may be mailed to Commercial Service Recipients on the first day of the month in which service is to be provided, with the payment due not sooner than the tenth (10) day of the following month.

The Contractor may assess a fee of not more than 10% of the amount due for late payment of bills. The Town accepts no responsibilities for late payment or non-payment by any customer.

Contractor's Maximum Rates to Service Recipients shall be adjusted annually according to the formula in Section 14.02 of this Agreement. On or before April 1 of each year of this Agreement, Contractor shall present to Town the indices on which the adjustments are to be calculated, and the proposed adjusted maximum rate. Town Council shall review this Rate Adjustment information and act to set an adjusted maximum rate pursuant to the provisions of this Article 14.

Notwithstanding any language to the contrary, no rate changes shall be implemented until all necessary approvals and legal authorizations have been obtained. Contractor agrees to use its best efforts to help obtain these approvals and legal authorizations.

14.02 Annual Rate Adjustments - Contractor's Rates to Service Recipients shall be adjusted annually, to adjust for the increased or decreased cost of living, by 100% of the change in the Consumer Price Index for All Items for the San Francisco Bay Area. Rate of adjustment will be based on increases or decreases during the prior calendar year, but will apply to the following Town fiscal year (July 1 to June 30) to allow time to receive the indices, compute the necessary adjustment and have the Town Council approve the new rate prior to the billing cycle. On or before April 1 of each year of this Agreement, Contractor shall present to Town the indices on which the adjustments are to be calculated, and the proposed adjusted rate. Town Administrator shall review this Rate Adjustment information and make a recommendation to the Town Council.

For the purposes of adjustment, the base rates shall be the Contractor's maximum rates in effect on January 1 of the year in which the adjustment is made. Each base rate shall be adjusted

based on the changes in the index from the prior December to the December of the current adjustment year.

14.03 Special Rate Adjustments - Regulatory changes, or other changes which can not be foreseen, may be the basis for a special adjustment of the Contractor's Maximum Rates. Contractor may request a Special Rate Adjustment at any time. Special Rate Adjustments will be at the sole discretion of Town, based on the written request and documentation provided by the Contractor.

14.04 Emergency Services - Town will pay Contractor for emergency services performed pursuant to Section 11.05 of this Agreement at the rate of One Hundred Twenty Dollars (\$125) per hour.

14.05 Performance of Contractor - It is the Town's intent that the collection services be of very high quality. As such the Town will assess an administrative or liquidated damages charge against the Contractor for the Contractor's failure to: collect wastes, divert sufficient materials to be in compliance with State and Federal Regulations, and operate equipment properly; or the costs of responding to problems, and other costs relating to failure of the Contractor to comply with all other aspects of this Agreement.

Town and Contractor agree that the following amounts represent a reasonable estimate of the amount of such damages, including the relationship of the sums to the range of harm to Town that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or inconvenient.

Contractor agrees to pay liquidated damages (not as a penalty) as set forth below:

- For each failure to commence service to a new Service Recipient within seven (7) days of request.
- For each failure to collect Garbage, Recyclables or Compostable Materials which had been properly setout for collection,
- For each failure to collect a missed setout within 24 hours,
- For each failure to resolve a Service Recipient's complaint,
- For each failure to cleanup litter or spillage caused by Contractor,
- For each failure to have a vehicle or operator properly licensed,
- For each failure to repair damage caused by Contractor,
- For failure to maintain office hours as required,
- For each occurrence of collection during unauthorized hours (starting early or finishing late),
- For each occurrence of damaging a Service Recipient's Garbage container,
- For each occurrence of leaving Garbage, Recyclables or Compostable Materials containers in the street,
- For each calendar day a report is incomplete, inaccurate or late,
- For each occurrence of other similar incidents.

Damages will start at \$25.00 per incident, and may, at sole discretion of Town, increase in increments of up to \$50, to a maximum of \$500 per incident for repeated failure to perform any one condition as specified in this Agreement. Repeated failure to perform may lead to termination of this Agreement. Prior to assessing any liquidated damages, Town will give

Contractor written notice of its intention to do so. The notice will include a brief description of the incidents and issues of non-performance.

Within ten (10) days of notification by Town, Contractor may submit a written appeal of the assessment of liquidated damages to Town, with an explanation of why the damages should not be assessed. The decision of the Town Administrator shall be final. Contractor shall pay any liquidated damages within thirty (30) calendar days after they are assessed.

In such cases where damages may be determined Contractor shall pay actual damages. The Town's litter ordinance shall apply and be enforced against Contractor.

14.06 Collection Services Reimbursement - In the event Contractor fails to provide collection services as required under this Agreement and Town exercises its rights under Section 6.11, Contractor shall reimburse Town for any and all payments made or costs incurred by Town to effectuate such collection services plus and administrative fee in the amount of twenty-five percent (25%) of such payments or costs.

14.07 Other Reimbursements - In the event Contractor fails to perform any service required under this Agreement, such failure continues for five (5) calendar days after Town notifies Contractor of such failure to perform, and Town subsequently makes any payment or incurs any cost to perform the service required of Contractor, Contractor shall reimburse Town for any and all payments so made or costs so incurred by Town plus an administrative fee in the amount of twenty-five percent (25%) of such payments or costs.

14.08 Resolution of Disputes Regarding Adjustments - In the event a dispute arises with respect to the Rate Adjustment described in Section 14.02, Contractor shall meet with the Town Administrator and the parties shall make good faith efforts to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days, then at the request of either party the dispute shall be submitted to arbitration pursuant to this Section 14.08.

The dispute shall be heard by a three-member panel of arbitrators, one (1) member selected by Town, one (1) member selected by Contractor and the neutral chairperson selected by the first two panel members. Within fifteen (15) working days of the date that either party has notified the other party that the dispute has been submitted to arbitration, each party shall select one (1) member of the arbitration panel. If either party fails or refuses to select a member of the panel, the other party shall be entitled to an order from a court of competent jurisdiction appointing such panel member, and shall be entitled to reasonable attorney's fees incurred for such action.

In the event the panel members selected by Town and Contractor are unable to agree upon a third arbitrator within thirty (30) calendar days after the selection of the second arbitrator, the parties shall request from the Judicial Arbitration and Mediation Service (JAMS) or its successor a list of five (5) arbitrators residing in California. The parties shall alternately strike names from the list until only one name remains. The arbitrator whose name remains shall be the chairperson of the arbitration panel.

The arbitration hearing shall be held in accordance with the Commercial Arbitration rules of JAMS and the decision of the arbitration panel shall be binding on the parties. Notwithstanding the above all discovery permitted in civil litigation in California shall be allowed. Until a decision is rendered by the arbitration panel, the Rate Adjustment approved by Town Administrator shall be in effect.

ARTICLE 15. PERFORMANCE BOND

15.01 Faithful Performance Bond - Within ten (10) calendar days from the date the Town Council approves this Agreement and upon the commencement of each Contract Year thereafter, Contractor shall procure and provide the Town with a fully prepaid surety bond, for at least the duration of such Contract Year, to guarantee and assure the prompt and faithful performance of Contractor's obligations under this Agreement. Such bond shall be executed by a surety licensed and in good standing with the Department of Insurance in the State of California, and have a Best Company rating of A-10 or better. The bond shall name the Town of Portola Valley as obligee, shall provide at least thirty (30) calendar days prior notice of any cancellation, and shall be in the amount of Three Hundred Thousand Dollars (\$300,000.00). The bond will continue in effect for a minimum of three months beyond term of the Agreement to allow for remediation of any damages.

The form of the bond and the surety are subject to the approval of The Town Administrator and the Town Attorney. The bond will be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the Town. The Town reserves the right to reduce or waive this requirement at any time.

The condition of the performance bond shall be such that if Contractor shall well and truly perform the covenants, promises, undertakings and obligations contracted by Contractor to be performed under this Agreement, then the obligation of the bond shall be void; otherwise it shall remain in full force and effect. Said bond shall terminate and be canceled upon the completion of all of Contractor's obligations under this Agreement. Town will execute and deliver to Contractor or Contractor's surety company promptly upon Contractor's completion of all of Contractor's obligations under this Agreement such certificates or other documents as either of them may reasonably request for the purpose of terminating and canceling such performance bond.

15.02 Town's Rights - Town will have the right to draw against the faithful performance bond or the letter of credit in the event of a breach or default of Contractor or the failure of Contractor to perform fully any obligation under this Agreement. Within five (5) calendar days of receipt of notice from Town, Contractor shall renew or replace such sums of money as needed to bring the faithful performance bond or letter of credit current.

ARTICLE 16. INSURANCE REQUIREMENTS

16.01 Insurance Requirements - Contractor shall procure prior to July 1, 2008 and maintain through out the term of this Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

Contractor shall maintain the coverages described in EXHIBIT F, entitled "INSURANCE REQUIREMENTS" of this Agreement.

ARTICLE 17. INDEMNIFICATION

17.01 Indemnification and Hold Harmless - Contractor, for and on behalf of itself and its agents, subcontractors, directors, officers, employees and representatives shall indemnify, defend and hold harmless Town, its officers and employees from and against any and all losses, liabilities, penalties, claims, demands, judgments, damages, actions or suits, of any and every kind and description, arising or resulting from any work or services performed by Contractor or its agents, subcontractors, directors, officers, employees, or representatives pursuant to this Agreement, or which results from their noncompliance with any laws respecting the collection, transportation, processing or disposal of solid wastes. Such indemnification and hold harmless shall include, but not be limited to, any allegation that Contractor, or its agents, subcontractors, directors, officers, employees or representatives, has breached an express or implied warranty of merchantability or fitness for particular use or any other warranty relating to the Recyclables collected pursuant to this Agreement and to any allegation that any of them has violated any license, copyright or other limitation on Contractor's use of any computer software in connection with Contractor's performance of services under this Agreement. The acceptance by Town of any work or services under this Agreement shall not operate as a waiver of such indemnification or hold harmless. Contractor shall further indemnify, defend and hold harmless Town, its officers, employees and representatives for AB 939 compliance as more fully set forth in Exhibit C.

17.02 Defense - Upon the demand of the Town, Contractor shall defend Town, its officers and/or employees against any matter described in Section 17.01 of this Agreement. Town will have the right to disapprove Counsel chosen by Contractor. If Town in exercise of its reasonable discretion rejects the Counsel, Contractor shall provide acceptable Counsel.

17.03 Exception - Notwithstanding Sections 17.01 and 17.02, Contractor's obligation to indemnify, hold harmless and defend Town, its officers and employees shall not extend to any loss, liability, penalty, claim, demand, action or suit arising from acts or omissions constituting negligence or willful misconduct on the part of Town, its officers or employees.

17.04 Damage by Contractor - If Contractor's employees or subcontractors cause any injury, damage or loss to Town property, including but not limited to Town streets or curbs, Contractor shall reimburse Town for Town's costs of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of Town to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of Town Administrator, Contractor may repair the damage at Contractor's sole cost and expense.

17.05 State Diversion Mandate - Contractor agrees to operate collection and processing of recovered Recyclables, Compostable Materials and Bulky Goods to achieve the highest possible diversion from landfill to meet the requirements of the State mandates of AB 939, and provide all of the necessary data and documentation for reporting to the CIWMB.

ARTICLE 18. TERMINATION

18.01 Contractor's Default - Town may terminate this Agreement upon Contractor's default of any material duty or obligation of Contractor under this Agreement and Contractor's failure to cure such default within thirty (30) calendar days of Town's written notice to Contractor of such default. If the default is not capable of cure within said thirty (30) calendar days, Contractor shall provide written notice to Town together with a schedule of cure within fifteen (15) calendar days of Town's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. Town may accept Contractor's schedule of cure, may make a written demand that Contractor cure the default within a time period set by Town, or may terminate this Agreement at the end of the thirty-day default period.

Town may terminate this Agreement upon Contractor's repeated failure to perform the duties or obligations of Contractor under this Agreement causing Town to assess administrative or liquidated damages charges under Section 14.05 of this Agreement, and Contractor's failure to cure such default. Contractor shall provide written notice to Town together with a schedule of cure within fifteen (15) calendar days of Town's notice of default, and shall diligently proceed to cure the default. Town may accept Contractor's schedule of cure, may make a written demand that Contractor cure the default within a time period set by Town, or may terminate this Agreement.

18.02 Immediate Termination - Town may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to provide and maintain the performance bond as required by this Agreement, Contractor fails to obtain or maintain the insurance policies and endorsements as required by this Agreement, or Contractor fails to provide the proof of insurance as required by this Agreement.

18.03 Bankruptcy or Insolvency of Contractor - Town may terminate this Agreement immediately upon written notice to Contractor upon the occurrence of any of the following and Contractor's failure to provide adequate assurance that any of the following can be removed within thirty (30) calendar days of Town's demand for such assurance: (1) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Contractor; (2) Contractor's general assignment if its assets for the benefit of Contractor's creditors; (3) a court entry of any decree or order adjudging Contractor to be insolvent or bankrupt; (4) a court entry of any decree or order approving as properly filed a petition seeking reorganization of Contractor or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any State; or (5) a determination by the Town Administrator, based upon a statement prepared by an independent certified public accountant mutually agreed upon by Contractor and the Town Administrator, that there is a reasonable probability that Contractor's financial capability to perform this Agreement is impaired.

18.04 Authority to Terminate - The Town Administrator of the Town of Portola Valley is authorized to terminate this Agreement on behalf of Town. Any termination of this Agreement under this Article 18 shall not relieve Contractor of the obligation to pay any fees, taxes, or other charges then due to Town nor relieve Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Contractor from any

claim for damages previously accrued or then accruing against Contractor. Town will pay to Contractor any amounts due to Contractor for the performance of services under this Agreement through the effective date of termination.

18.05 Termination Cumulative - Town's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement. Contractor shall pay all damages incurred by Town due to termination including, but not limited to, any additional cost Town or its residents incur, or which will be incurred prior to the expiration date of this Agreement, including any exercisable option of extension of this term.

ARTICLE 19. GENERAL PROVISIONS

19.01 Independent Contractor - In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of Town. Contractor shall have exclusive control over the details of the services and work performed and over all persons performing such services and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to Town employees and Contractor expressly waives any claim it may have or acquire to such benefits.

19.02 Law to Govern - The law of the State of California shall govern the rights, obligations, duties and liabilities of Town and Contractor under this Agreement and shall govern the interpretation of this Agreement.

19.03 Venue - Any litigation between Town and Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of San Mateo County, State of California, to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

19.04 Assignment - The experience and expertise of Contractor are material considerations for this Agreement. Contractor shall not assign any of Contractor's rights nor delegate any of Contractor's duties under this Agreement. Any attempt to so assign Contractor's rights or delegate Contractor's duties shall be void and of no force or effect.

19.05 Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent the Town may withhold at its sole discretion. Should the Contractor wish to assign any of Contractor's duties under this Agreement, Contractor must submit their request in writing, and proposal must be approved by Town Council prior to implementation. Any attempted assignment shall be null and void and of no effect without prior Town Council approval. Provided, further, that no assignment shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of assignment or for which the assignee has not

affirmatively agreed, in writing, to assume all obligations of the assignor thereunder. Any dissolution, merger, consolidation, or other reorganization of Contractor or the sale or other transfer of a controlling percentage of the capital stock of Contractor shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of Contractor's capital stock issued, outstanding, and entitled to vote for the election of director.

19.06 Compliance with Law - In the performance of this Agreement, Contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Municipal Code of Town.

Town will provide written notice of Contractor of any planned amendment to the Portola Valley Municipal Code which would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) days prior to the Town Council's approval of such an amendment.

19.07 Permits and Licenses - Contractor shall obtain, and shall maintain throughout the term of this Agreement, all necessary permits, licenses and approvals required for Contractor to perform the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Town Administrator, including without limitations, a business license.

19.08 Ownership of Written Materials - All reports, documents, brochures, public education materials, and other written, printed or photographic materials developed by Town or Contractor in connection with the services to be performed under this Agreement, whether developed directly or indirectly by Town or Contractor, shall be and shall remain the property of Town without limitation or restriction on the use of such materials by Town or its future Contractor. Contractor shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the Town Administrator. This Section 19.08 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

19.09 Waiver - The waiver by Town or Contractor of any breach or violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by Town of any fee, tax, or any other moneys which may become due from Contractor to Town will not be deemed to be a waiver by Town of any breach or violation of any term, covenant or condition of this Agreement.

19.10 Notices - Except as provided in Articles 12 and 16, all notices and other communications required or which may be given under this Agreement shall be deemed given when deposited in the United States mail or when personally delivered to the parties as specified in this Section. In the case of a notice or communication by telefax, a written copy shall be mailed or personally delivered within the three days of the transmittal of the telefax. All notices or other communications sent by mail shall be sent postage prepaid to the address specified below:

To Town: Town Administrator
 Town of Portola Valley
 765 Portola Road
 Portola Valley, CA 94028

Notices may be personally delivered to Town Hall at 765 Portola Road, Portola Valley. Town Administrator can be reached by phone at (650)851-1700, or by telefax at (650)851-4677.

To Contractor: General Manager
 GreenWaste Recovery, Inc.
 1500 Berger Drive
 San Jose, CA 95112

Either party may designate a different mailing address by providing notice to the other party as provided in this Section.

Notice by Town to Contractor of a missed pick-up, or a Service Recipient problem or complaint, may be given to Contractor orally through Contractor's local telephone number, with written confirmation sent to Contractor within twenty-four (24) hours of the oral notification, or by telefax.

19.11 Transition to Next Contractor - In the event Contractor is not awarded an agreement to continue to provide services following the expiration or earlier termination of this Agreement, Contractor shall cooperate fully with Town and any subsequent contractor(s) to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and lists of Service Recipients; providing adequate labor and equipment to complete performance of all services required under this Agreement; taking all actions necessary to transfer ownership of Recyclables Containers to Town; coordinating collection of materials set out in new collection containers if new containers are provided for a subsequent contract; and providing other reports and data required by this Agreement.

19.12 Town Representative - Except as otherwise provided in this Agreement, the Town Administrator or her or his designee shall be authorized to act on behalf of the Town in the administration of this Agreement.

19.13 Contractor's Records - Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Administrator, Town Attorney, or a designated representative of any of

these officers. Copies of such documents shall be provided to Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request or demand of any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in Town Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives or Contractor's successor-in-interest.

Contractor shall comply with and assist Town in complying with all public records requests.

19.14 Amendment - This Agreement may be amended or modified only by written Agreement duly authorized by Contractor and the Town Council and executed by their authorized representatives.

19.15 Paragraph Headings - The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.

19.16 Severability - Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the duties or obligations of either party from those duties or obligations originally contemplated by this Agreement.

19.17 Entirety - This Agreement and the exhibits attached hereto represent the entire Agreement of Town and Contractor with respect to the services to be provided under this Agreement. No prior written or oral statement or proposal shall alter any term or provision of this Agreement.

19.18 Nondiscrimination - In performing the collection services hereunder, Contractor shall not discriminate against any person on the ground of race, sex, age, creed, color, religion or national origin.

19.19 Drafting - This Agreement, and each of the provisions hereof, have been reached as a result of negotiations between the parties and their respective attorneys. Each of the parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared or drafted by any particular party and that the normal rule of construction is to the effect that any ambiguities are to be resolved against the drafting party or parties, and shall not be employed in the interpretation of this Agreement.

19.20 Attorney's Fees - In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

19.21 Dispute Resolution

19.21.1 Call for Mediation - If the parties are unable to resolve a dispute arising under this Agreement in a cooperative manner, either party may call for mediation, as hereafter described. The party calling for mediation shall serve notice in writing upon the other party setting forth the question or questions to be mediated. The costs of mediation shall be borne equally by the parties.

19.21.2 Mediation - Within ten (10) days after delivery of the notice called for under Section 19.21.1, the parties shall select a mutually acceptable mediator from the Judicial Arbitration and Mediation Service (□JAMS□) or other mutually agreeable organization. In the event the parties are unable to agree on a mediator, a mediator shall be selected for them at random by the San Francisco office of JAMS. However, either side may reject the proposed mediator and JAMS will select another. Within ten (10) days thereafter the parties shall meet with the mediator in a good faith attempt to resolve their dispute. The parties shall continue to meet with the mediator until their dispute is resolved or the mediator indicates that he or she does not believe that further efforts are likely to result in a successful resolution at which time litigation may be commenced.

19.22 Force Majeure – If the performance by a party hereto (the "Affected Party") of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence beyond the reasonable control of the Affected Party, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, flood, terrorists' attacks, strikes, earthquake, other natural forces or operation of law, then the Affected Party shall be excused from any further performance for whatever period of time until the occurrence has abated so that the Affected Party's performance may resume. The non-Affected Party in its discretion may terminate this Agreement if the occurrence continues substantially unabated for a period of ninety (90) days. Notwithstanding the above, if the Force Majeure clause is invoked the Town shall have the right to use the equipment as set forth in 11.06.2 of this agreement, however the time limitation shall not apply and the Town may use the equipment until the Contractor has resumed full performance.

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WITNESS the execution of this Agreement on the dates set forth below.

GREENWASTE RECOVERY, INC.
A California Corporation

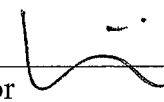
By: 

Date: 5/14/08

Title: Chief Operating Officer

Federal Tax ID #: 68-0249188

TOWN OF PORTOLA VALLEY

By: 
Mayor

Date: May 15, 2008


Attest: 
Town Clerk

EXHIBIT A: MAXIMUM SERVICE RATES

The rates charged by Contractor shall not exceed the maximum rates set forth below.

A1. Residential Garbage Collection Service Rates

A2. Commercial Garbage Collection Service Rates

NOTE: Contractor shall not charge for services to governmental agencies specified in Section 4.04 of this Agreement.

RESOLUTION NO. 2396-2008

**RESOLUTION OF THE TOWN OF PORTOLA VALLEY
APPROVING AND AUTHORIZING EXECUTION OF THE
FRANCHISE AGREEMENT BETWEEN THE TOWN OF
PORTOLA VALLEY AND GREENWASTE RECOVERY, INC.
FOR COLLECTION OF GARBAGE, RECYCLABLES AND
COMPOSTABLE MATERIALS**

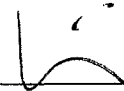
WHEREAS, the Town Council of the Town of Portola Valley ("Town") has read and considered that certain Franchise Agreement for Collection of Garbage, Recyclables and Compostables ("Agreement") between the Town and GreenWaste Recovery, Inc. ("Franchisee");

WHEREAS, the Town desires to continue to provide a cost-effective and efficient approach to the collection of solid waste, recyclable materials and compostable materials to maintain and, if possible, exceed the current seventy-five percent (75%) landfill diversion rate, and to enhance compliance with the waste diversion objectives now existing or hereafter enacted under California law;

NOW, THEREFORE, the Town of Portola Valley does RESOLVE as follows:


The Town hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town and Franchisee.

PASSED AND ADOPTED this 14th day of May, 2008.

By: 

Mayor

ATTEST:



Town Clerk



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager

DATE: May 10, 2017

RE: Fiscal Year 2017-18 Council Priorities

RECOMMENDATION

Staff recommends that the Town Council adopt FY 2017-18 Council Priorities, as detailed in this report.

BACKGROUND

Fiscal Year 2016-17 is the first the Town Council discussed and adopted a set of priorities. This effort was initiated to provide both residents and staff a guiding document for budget and work prioritization, and to clearly outline the preferred focus for initiatives, efforts and projects begun by staff, commissions and committees.

On February 22nd, 2017, staff requested that Council provide feedback on draft priorities, based on comments and observations from Council members during the year, from commissions and committees, and resident concerns. That feedback has helped inform the preparation of the budget, and final adoption of priorities will further enlighten that process.

DISCUSSION

General Overview

Based on feedback on February 22nd, staff identified the following areas as potential priorities for FY 2017-18:

1. Rural Character of the Town

2. Fiscal Health of the Town
3. Resident Resiliency
4. Long-Term Climate Resiliency and Adaptation

Three areas were identified for continued work:

1. Implementation of the Communication Plan
2. Implementation of the Housing Strategic Plan
3. Completion of the Town Center Master Plan

Description of Priorities and Potential Efforts

Below is an outline of draft priorities and supporting efforts/projects. Staff seeks guidance on the draft priorities and identification of priority projects for each. It is not anticipated that every project will be completed in the next fiscal year; rather, the efforts list gives staff a range of areas to focus energies over the course of the year as time allows.

1. Rural Character of the Town – As land values increase, there is increased pressure by some new or potential residents to reconsider aspects of the Town’s zoning code and Design Guidelines. Rural characteristics such as unimpeded views, buildings subservient to the land, and minimal signage and infrastructure can be more challenging to preserve under this pressure.

Staff has already initiated efforts around rural character protection. Staff held a joint training session with the Planning Commission (PC) and the ASCC to illicit feedback from commissioners on challenges to rural character, as well as feedback and support related to general plan, zoning code, and Design Guideline interpretation and application. Staff is drafting a ‘welcome packet’ for residents describing Portola Valley’s identity and ethos, while providing information on how to serve the community.¹ Staff has also designed a space at Town Center to remind residents of the Town’s General Plan and what it means to protect and enhance the current physical space of the community.

Efforts that could be part of the FY 2017-18 priority work plan include:

- Update to the Lighting Ordinance, updates to the Design Guidelines, and an Outdoor Lighting FAQ
- Implementation of the Planning Department’s new staff report layout
- Creation of pre-application materials about conditions of approval and findings that will be part of future ASCC and PC staff reports
- Redesign and addition of new materials to the Employee Handbook to ensure staff’s positive role in preserving the rural character of the Town

¹ The draft welcome packet will be incorporated into the larger communications efforts later this year.

- Increased code enforcement/deployment of the Accela “app” to simplify reporting of code enforcement issues
 - Analysis of approved houses and their floor area for 1995-2005
 - Continued training for PC/ASCC
2. Fiscal Health of the Town – The Town’s new financial team is in its first full year of providing budgetary, fiscal, and accounting services. During that time, the financial team has reviewed the current policies and procedures from budget forecasting and production of the budget book, to providing the Council with valuable, topical information on the fiscal status of the Town. There are a number of opportunities to improve revenue projection, internal budget control, budget creation, and monitoring of actual costs that would bring simplicity, transparency and centralization to the financial operations of the Town.

Based on that research, efforts that could be part of the FY 2017-18 priority work plan include:

- Creation of department-based budgets
 - Purchase of new Budget software and the creation of a new “look and feel” for the budget book
 - Planning for cost recovery, including a user fee study for planning and building fees
 - Development of a Capital Projects Budget
 - Further re-investment of the Town’s reserves into better return vehicles
 - Changes to OPEB and CalPers retirement
3. Resident Resiliency – Although Portola Valley is relatively close to the Silicon Valley, in many ways we are an isolated community. The community benefits from this separation – the rural character of the town, the connection to nature, and the separation from a variety of urban ails.

However, this isolation does create challenges. The community’s more remote location, along with its affluence, makes it an attractive target for burglaries, and resources sometimes are not immediately available as they may be in an urban environment. There are only a few ways in and out of town, and an earthquake or fire could make it difficult to escape or connect with the “outside world”. In the face of a natural disaster, much of the burden will be on volunteers and residents, along with Town government, to be prepared and remain resilient.

Efforts that could be part of the FY 2017-18 priority work plan include:

- Negotiate a new contract with the Sheriff’s Office

- Build and strengthen community through events, outreach and regular meetings with Town staff
 - Engaging the new communications role which will have responsibilities in communications, emergency preparedness and sustainability
 - Review of pedestrian crossings and exploration of opportunities to enhance and improve safety issues
 - Work with County 911 Communications to develop innovative ways for residents to share public safety concerns through the new Computer Aided Dispatch (CAD) system
 - Increase awareness and recruitment for Town Committees
 - Update of the Ground Movement Map
 - Implementation of the neighborhood watch sign program
 - Create internship program to support trail maintenance
 - Working to incorporate emergency preparedness into neighborhood watch programming
 - Partner with Woodside Fire Protection District to increase outreach on self-preparedness
4. Long-Term Climate Resiliency and Adaptation – The Town has a long standing commitment to sustainability long before the term was in use. Since its incorporation in 1964, the Town has implemented myriad efforts to ensure protection of open space, view sheds, scenic corridors, and the night sky from light pollution; required subservience of the built environment to the natural environment; passed landscaping rules to protect water resources; and built a Town campus to the highest environmental standards. These are just a few of the many initiatives that have made Portola Valley a leader in environmental issues.

Climate change presents challenges to all communities, and Portola Valley is no exception. Higher temperatures may put the community at a higher risk of fire danger, and increased interactions with wild animals. Changes in energy consumption and sources will put pressures on the built environment and the vehicles, tools, and appliances we use every day. Adaptation to climate change must be incorporated into the ongoing sustainability and resiliency efforts already underway. Not only are these efforts critical for the Town itself, they will also affect those “downstream” from Portola Valley.

Efforts that could be part of the FY 2017-18 priority work plan include:

- Update of the Sustainability Element, particularly in relation to climate change adaptation
- Develop a Climate Action Plan for 2030

- Further support for Peninsula Clean Energy
- Creation of fuel switching programs
- Implementation of the Green Building ordinance
- Ongoing review and adaptation to future drought issues
- Draft of a Livestock Ordinance to support local efforts

Areas of Continued Work

1. Communications Plan Implementation

As part of the upcoming FY 2017-18 budget, a position will be requested to support the Town's communications needs. Efforts that this position could support in the FY 2017-18 priority work plan include:

- Purchase and deployment of the Accela "app"
- Centralization of communication functions into the new Communications post
- Update of the website to include recommended "add on" tools, and other general improvements
- Creation and utilization of social media accounts, newsletter and other outreach

2. Housing Strategic Plan implementation

Efforts that could be part of the FY 2017-18 priority work plan include:

- Implementation of ADU recommendations
- Acceptance and implementation of Ad Hoc Committee on Housing on Town Owned Property
- Continued work with Affiliated Housing Partners to examine potential housing options
- Exploration of opportunities to partner with the Portola Valley School District
- Adoption of the Housing Impact Fee nexus study

3. Town Center Master Plan completion

Efforts that could be part of the FY 2017-18 priority work plan include:

- Acceptance of the TCMP committee's work and review and final drafting by staff
- Adoption of the Plan and its next steps

In addition to the above priorities and associated projects, there are further projects that staff expects to work on in FY 2017-18:

- Hawthorn Property
- FAA/noise issues

Staff seeks guidance and thoughts on the above draft list, and recommends approval of the FY 2017-18 Council Priorities.

FISCAL IMPACT

Although there is no fiscal impact from adopting the FY 2017-18 Council Priorities, there will be a significant fiscal impact from budgeting and implementation of related efforts.

Areas of greatest expected/potential cost are:

- Sheriff contract
- Housing Strategic Plan implementation
- Purchase and implementation of communications and budgeting software
- Support for sustainability programming
- Website revision

Approved by: Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read 'Jeremy Dennis', is positioned to the right of the approval text.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Leigh F. Prince, Town Attorney

DATE: May 5, 2017

RE: Update Regarding Sanctuary Cities and Consideration of Amicus Participation

RECOMMENDATION

Staff recommends that the Town Council receive an update regarding sanctuary cities and consider authorizing the Town to join amicus briefs and/or other pleadings in *County of Santa Clara v. Trump* and *City and County of San Francisco v. Trump* challenging President Trump's executive order threatening to withhold federal funds from sanctuary jurisdictions.

BACKGROUND

In February 2017, the Town Council of the Town of Portola Valley adopted a resolution affirming the Town's commitment to a diverse, supportive, inclusive and protective community. The resolution affirmed the Town's desire to be a community in which all individuals can access the full range of Town services without fear that the information gained by officials will be used to pursue enforcement of federal immigration law. Both before and since adoption of the resolution, similar to a sanctuary jurisdiction, the Town's practice is not to take documented status into account in the provision of Town services or access to Town facilities.

DISCUSSION

On January 25, 2017, President Trump issued *Executive Order: Enhancing Public Safety in the Interior of the United States* (referred to herein as "Executive Order"). In the Executive Order, President Trump states that sanctuary jurisdictions across the United States willfully violate federal law in an attempt to shield aliens from removal from the United States and that those jurisdictions have caused immeasurable harm to the American people. The stated purpose of the Executive Order is to direct agencies to employ all lawful means to enforce the immigration laws of the United States and to ensure local compliance with 8 U.S.C. 1373, which provides that no local entity or official may prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status of any individual. The Executive Order

provides that jurisdictions that fail to comply with all applicable federal laws are not eligible to receive federal grants, except as needed necessary for law enforcement purposes.

In response to the Executive Order, the County of Santa Clara and the City and County of San Francisco filed lawsuits against President Trump. The lawsuits allege that the Executive Order violates the Tenth Amendment, violates the separation of powers doctrine, is overbroad and coercive, is vague and standard-less, and violates the Fifth Amendment. At the core, these lawsuits stand for the principle that complying with civil detainer requests undermines community trust of law enforcement, instills fear in immigrant communities (which undermines the goal of local government to provide public services), and uses limited local resources. As part of the lawsuits, Santa Clara and San Francisco filed a motion requesting a preliminary injunction to prohibit the federal government from enforcing the Executive Order. A group of 34 cities and counties submitted an amicus brief in support of the arguments presented by Santa Clara and San Francisco. On April 14, 2017, the court heard oral arguments on the motion and on April 25, 2017, the court issued an order granting a nationwide injunction prohibiting the federal government from enforcing the Executive Order.

The order is a temporary (not permanent) injunction. It is likely that the Department of Justice will appeal the order and, if appealed, Portola Valley would have the opportunity to join an amicus brief opposing the appeal and supporting the affirmation of the preliminary injunction. There may also be other opportunities as the case moves forward on the merits to join an amicus brief in support of Santa Clara and San Francisco and other sanctuary jurisdictions. Lieff, Cabraser, Heimann & Bernstein, LLP is taking the lead and will be in contact with the Town Attorney at the next opportunity to join in amicus support for sanctuary jurisdictions.

Additional Update

In February, the Town Council also sent a letter in support of Senate Bill 54 (SB 54), the California Values Act, which would make the entire state a sanctuary for undocumented immigrants. SB 54 would prohibit state and local law enforcement agencies from spending money to enforce federal immigration laws. The bill would also ban immigration enforcement in public schools, public libraries, health facilities and courthouses. Since sending the letter of support, SB 54 has been amended. It was amended on March 6, 2017 to more explicitly indicate that state and local law enforcement shall not detain an individual on the basis of a hold request. On March 29, 2017, SB 54 was amended such that it is no longer an urgency measure and rather than going into effect upon the Governor's signature, would go into effect on January 1 of next year. The bill passed the Senate in a 27-12 vote and heads to the State Assembly for approval.

FISCAL IMPACT

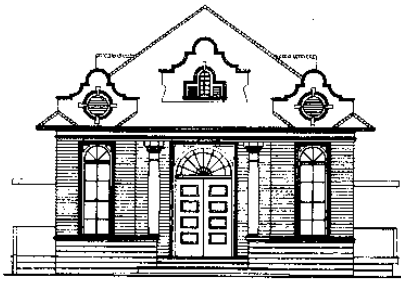
At this time, it appears that joining the amicus effort would be at no cost to the Town.

CONCLUSION

After receiving the update on sanctuary jurisdictions, the Town Council could (1) authorize the Town to join the amicus effort without the need for further Council review or action; (2) authorize the Town to join amicus briefs and/or other pleadings subject to Town Attorney, subcommittee or full Council review and approval of the briefs; (3) provide that joining the amicus effort come back to the Council if there is a financial cost (or cost that exceeds a specified dollar amount); or (4) other.

Reviewed by: Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read "Jeremy Dennis", is positioned to the right of the text "Reviewed by: Jeremy Dennis, Town Manager".



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis

DATE: May 10, 2017

RE: **Appointment of Two Council Members to Liaison with Portola Valley School District**

RECOMMENDATION

Staff recommends that the Town Council appoint two Council members to liaison with the Portola Valley School District in regularly-scheduled meetings

BACKGROUND

Currently there is no formal relationship between the Town of Portola Valley and the Portola Valley School Board. Each year, a Council member is assigned to liaison with the School District, but only in an ad-hoc and as needed fashion.

DISCUSSION

Given the joint issues around increased facility use, recruiting talented staff, and other shared concerns, the Town Manager reached out to the Portola Valley School District Superintendent to inquire to the interest of setting up a "2+2" committee, made up of two representatives from each body, to meet on a regular basis (three-four times a year) in a public setting to share information and discuss issues of mutual interest. Coordination between the two bodies will be necessary in the future to ensure that activities are coordinated in a fashion that best serves residents.

No further conversations, beyond the high level described above, have taken place. Appointing two Council members would help determine the structure of the committee or similar arrangement.

FISCAL IMPACT

None.

Approved by: Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read 'Jeremy Dennis'.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017

May 3, 2017

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento**

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

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

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

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

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

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

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m.– Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

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

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

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

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

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

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

Name: _____ E-mail _____

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

Date: _____

Please complete and return by Friday, September 1, 2017

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

FAX: (916) 658-8240
E-mail: cshelby@cacities.org
(916) 658-8279

#15

There are no written materials for item #15 – Council Liaison Committee and Regional Agencies Reports

#16

There are no written materials for item #16 – Town Manager Report

TOWN COUNCIL WEEKLY DIGEST

Friday – April 28, 2017

1. Agenda (Action) – Town Council – Wednesday, April 26, 2017
2. Agenda – Parks & Recreation Committee – Monday, May 1, 2017
3. Agenda – Bicycle, Pedestrian & Traffic Safety Committee – Wednesday, May 3, 2017
4. Agenda – Planning Commission – Wednesday, May 3, 2017
5. Monthly Meeting Schedule for May 2017
6. Letter from Tamara Turner re: Resignation from the Emergency Preparedness Committee
7. Announcement from Anne-Marie Despain re: San Mateo County Libraries has received a John Cotton Dana Award for its Rebranding Campaign
8. Invitation from Congresswoman Anna Eshoo to the 2016-2017 U.S. Service Academy Reception for the 18th Congressional District of California – Monday, May 8, 2017
9. Invitation to the Skyline Ridge Open Space Preserve Family Fest – Saturday, May 20, 2017
10. Letter from the San Mateo County Optometric Society re: Sanctuary City Consideration

Attached Separates (Council Only)
(placed in your town hall mailbox)

1. Invitation from ABAG General Assembly re: Evolution of ABAG / Planning Our Shared Future – Monday, June 5, 2017
2. Invitation from MidPen Housing re: Grand Opening of Alma Point at Foster Square Affordable Housing – Friday, May 12, 2016



TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council
Wednesday, April 26, 2017
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

ACTION AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Councilmember Derwin, Councilmember Aalfs, Councilmember Wengert, Vice Mayor Richards and Mayor Hughes

All Present

ORAL COMMUNICATIONS

Persons wishing to address the Town Council on any subject may do so now. Please note however, that the Council is not able to undertake extended discussion or action tonight on items not on the agenda.

1. **PRESENTATION** – Recognition of Service - Lieutenant Kristina Bell and Sargent Todd Finato with San Mateo County Sheriff's Office

Mayor Hughes presented Certificates of Recognition to Lieutenant Bell and Sargent Finato

CONSENT AGENDA

The following items listed on the Consent Agenda are considered routine and approved by one roll call motion. The Mayor or any member of the Town Council or of the public may request that any item listed under the Consent Agenda be removed and action taken separately.

2. **Approval of Minutes** – Town Council Meeting of March 22, 2017

Approved as Amended 4-0-1 Vice Mayor Richards abstained

3. **Ratification of Warrant List** – April 12, 2017
4. **Approval of Warrant List** – April 26, 2017
5. **Appointment by Mayor** – Member to the Conservation Committee
6. **Appointment by Mayor** – Member to the Nature & Science Committee
7. **Request from Trails & Paths Committee** – Proposed Charter Amendment
8. **Recommendation by Town Manager** – State Bills to Oppose

Following Discussion, Approved 5-0

9. **Recommendation by Town Clerk** – Adoption of Ordinance Amending Title 2 of the Portola Valley Municipal Code
 - (a) Second Reading, Waive further Reading and Adopt an Ordinance of the Town Council of the Town of Portola Valley Amending Chapter 2.32 [General Municipal Elections] of Title 2 [Administration and Personnel] of the Portola Valley Municipal Code to Comply with Senate Bill 415 (Ordinance No. 2017-417)
10. **Recommendation by Town Manager** – Adoption of Ordinance Adding Chapter 9.02 [Public Safety Information] to Title 9 [Public Peace Morals and Welfare] of the Portola Valley Municipal Code
 - (a) Second Reading, Waive further Reading and Adopt an Ordinance of the Town Council of the Town of Portola Valley Adding Chapter 9.02 [Public Safety Information] to Title 9 [Public Peace Morals and Welfare] of the Portola Valley Municipal Code (Ordinance No. 2017-418)

Items 3, 4, 5, 6, 7, 9 and 10 Approved 5-0

REGULAR AGENDA

STAFF REPORTS AND RECOMMENDATIONS

11. Discussion – Conversation with Affiliated Housing Partners

Jean Snider, Stanford University Managing Director of Real Estate; David Berg, President and CEO of Northern California Presbyterian Homes & Services (representing the Sequoias); and Time Molak, Head of School at the Woodside Priory reported to Council their past and current state with regard to affordable housing on their sites.

12. Discussion and Council Action – ASCC Recommendations on Design Guidelines and Home Security Measures

Council directed staff to begin a comprehensive update of the Outdoor Lighting Ordinance, to amend the Design Guidelines as it relates to motion sensor lights, to prepare an Outdoor Lighting Frequently Asked Questions (FAQ) and agreed to make no changes to the current landscaping guidelines.

Staff will schedule a meeting with the Neighborhood Watch Coordinator and Neighborhood Watch Captains to create examples of appropriate neighborhood watch signage and potential installation locations within Town. Examples will be presented to the Council at a near future date.

Approved 5-0

13. Recommendation by Town Manager – Communications Audit

Council agreed that the addition of the Accela tool would increase public access to Town services, and that the Town's Website needs updating, noting that the website should be content rich. Council supported the addition of a communications position Council agreed that we setup a Social Media account and to not alter current PV Forum communications, but to revisit when a communications position is filled.

Approved 5-0

14. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

Report by Town Council Members – Brief announcements or reports on items of significance for the entire Town Council arising out of liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*

Councilmember Aalfs -

Attended a Trails & Paths Committee meeting and noted that Portola Valley continue to have the highest opt-out rate in San Mateo County.

Councilmember Derwin –

Attended and ASCC meeting to hear discussion on a lot merger in Blue Oaks. She attended a Grand Boulevard Initiative Meeting on Housing and a women's mixer for elected officials with Councilmember Wengert. She attended a Planning Commission to discuss the Accessory Dwelling Unit ordinance and a separate Planning Commission meeting that discussed a lot merger. She attended the C/CAG retreat held on April 13th and the Donor Fund Sub-Committee meeting. She attended a Sustainability and Environmental Resources Committee meeting, a HEART Board Meeting and the Progress Seminar with Town Manager Dennis.

Councilmember Wengert -

Attended the San Francisco Airport Roundtable meeting held on April 5th and the Ad-Hoc Housing Committee meeting.

Vice Mayor Richards -

Attended an Emergency Preparedness Committee meeting, a San Mateo County Office of Emergency Services meeting and the Conservation Committee meeting held on April 25th.

Mayor Hughes -

Attended the opening of Priory Field with Town Manager Dennis and received a report from Planning Director Pedro on residential housing size since 2006. He also attended the Bicycle, Pedestrian and Traffic Safety Committee meeting held on April 5th.

15. Town Manager Report

Town Manager Dennis and Planning Director Pedro have completed their follow-up meetings with Commissioners, stemming from the Joint Session of the ASCC and Planning Commission. He met with Eric Hartwig, Portola Valley School District Superintendent regarding housing possibilities. He had lunch with the General Manager of West Bay Sanitary District. Reported that the Herb Dengler exhibition was a huge success. He has attended thirteen

Neighborhood Watch Meetings. Discussed trail sign vandalism. Reported that the Sheriff's Office decided to have a separate contract with the subcontractor for the installation of the ALPRs. A member of the Emergency Preparedness Committee donated a trailer to the Town for emergency use. Met with a sub-committee of the Ad-Hoc Housing Committee.

WRITTEN COMMUNICATIONS

16. Town Council Digest – March 24, 2017 – **#4 Vice Mayor Richards participated in the Eco-Friendly Garden Tour**

17. Town Council Digest – March 31, 2017 - **None**

18. Town Council Digest – April 7, 2017 - **#6 Earth Fair was successful, 290 tickets sold**

19. Town Council Digest – April 14, 2017 - **#2 Councilmembers Wengert and Richards will attend the April Council of Cities dinner meeting in Redwood City**

20. Town Council Digest – April 21, 2017 - **None**

ADJOURNMENT: 11:09 pm

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 (650) 851-1700. 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 Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for appropriate action.

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 issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing(s).



Town of Portola Valley
Parks & Recreation Committee Meeting
Monday, May 1, 2017 – 7:30 pm
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

AGENDA

1. Call to Order
2. Oral Communications (*5 minutes*)
Persons wishing to address the Committee on any subject, not on the agenda, may do so now. Please note however, the Committee is not able to undertake extended discussion or action tonight on items not on the agenda. *Two minutes per person.*
3. Approval of Minutes: March 6, 2017 (No April meeting)
4. Town Center Master Plan Update
5. Survey
6. Fields Update
7. Skate Ramp
8. Picnic
9. Zots to Tots Race
10. Adjournment

Next Meeting – June 5, 2017



**TOWN OF PORTOLA VALLEY
Parks & Recreation Committee Meeting
Monday, March 6, 2017
7:30 PM Historic Schoolhouse
765 Portola Road, Portola Valley, CA**

PARKS & RECREATION COMMITTEE MEETING MINUTES

Call to Order: The meeting was called to order at 7:37 PM

Roll Call: Members present: Simone LaValle, Lindsay Bowen, Jon Myers, Sally Ann Reiss, Scott Symon, Steven Gillett

Members absent: Wendi Haskell

Others present: none

Oral Communications: Update on youth sports

Approval of Minutes: Approved with one correction: Scott Symon was absent from meeting

Old Business:

Town Center Master Plan Update: meeting on February 7th with ad hoc committee to provide input on report that was drafted to be submitted to Town Council. Parks & Recreation has concerns our suggestions were not included in the report. The report is being presented to the town council on March 8, 2017.

Survey: Preliminary review of 2016 survey provided by Steven. Overall satisfaction of facilities and activities is very high. Some areas to address/improve have come to light. Next step is to continue to assess the survey's results and use to guide future Parks & Rec's agenda.

PV Fields Update: Town performed winter maintenance on fields. Landscape architects provided feedback on the condition of our fields, and it was their opinion that the poor condition was due to overuse.

Skate Ramp: No progress from previous meeting. Our intent is to support community members that are interested in building support to develop new activities.

Picnic: Scheduled for June 3rd.

Zots to Tots: Committee seeks to move the run to a fall date because of last year's lower turnout and it conflicts with Priory graduation.

New Business: None

Other Business: None

Announcements: None

Adjournment: 9:34 PM

Date & Time of Next Meeting: 7:30 PM, Monday, April 3, 2017



TOWN OF PORTOLA VALLEY
Bicycle, Pedestrian and Traffic Safety
Committee Meeting
Wednesday, May 3, 2017 – 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

MEETING AGENDA

1. Roll Call
2. Oral Communications
3. Approve minutes from April 5, 2017 meeting
4. Sheriff's Report –
 - 1) Accidents and Citations
 - 2) Updated requests for Law enforcement presence, as required
5. Public Works Report:
 - 1) Road and shoulder widening (Portola Rd at Town Center)
6. Ongoing Committee Business for 2017
 - 1) Annual Committee Report
 - 2) Updates on Windy Hill Parking Spring season
 - 3) Initiate a Review and Recommendations concerning pedestrian safety
 - (a) Agree priorities for a Town Traffic study and vote to approve for commissioning
 - 4) Set time and date for an Autumn evening meeting
7. 2017 Outreach:
 - 1) Bike from Work Day
 - 2) Town Picnic plans/request for table. Mini bike clinic?
8. Matters Arising:
9. Time & Date for June 2017 meeting:

Scheduled meeting is Wednesday, June 7, 2017, 8:15 am.
10. Adjournment



**TOWN OF PORTOLA VALLEY
REGULAR PLANNING COMMISSION MEETING
Wednesday, May 3, 2017 – 7:00 p.m.
Special Field Meeting (time and place as listed herein)
Council Chambers (Historic Schoolhouse)
765 Portola Road, Portola Valley, CA 94028**

SPECIAL JOINT ASCC AND PLANNING COMMISSION FIELD MEETING*

4:00 p.m. 4139 Alpine Road Field meeting for preliminary review of new clubhouse, renovation of the Historic Mangini Roadhouse, and associated improvements.

7:00 PM – REGULAR AGENDA

1. Call to Order:
2. Roll Call: Commissioners Goulden, Hasko, Von Feldt, Vice-Chair Targ, Chair Gilbert
3. Oral Communications:

Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.
4. New Business:
 - a. Preliminary review of a Conditional Use Permit, height and setback Variances, Architectural Review and Site Development Permit for a new clubhouse and renovation of the Historic Mangini Roadhouse (currently being used by Windmill School) and associated site improvements. Alpine Hills Swim and Tennis Club, 4139 Alpine Road, File #'s 35-2016 and X7D-13. (Staff: C. Richardson)
5. Commission, Staff, Committee Reports and Recommendations:
6. Approval of Minutes: April 19, 2017
7. Adjournment:

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Assistant Planner at 650-851-1700 ext. 211. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley branch of the San Mateo County Library located at Town Center.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge a 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 Planning Commission at, or prior to, the Public Hearing(s).

This Notice is posted in compliance with the Government Code of the State of California.

Date: April 28, 2017

CheyAnne Brown
Planning Technician

Town of Portola Valley

Town Hall: 765 Portola Road, Portola Valley, CA 94028 Tel: (650) 851-1700 Fax: (650) 851-4677

MAY 2017 MEETING SCHEDULE

Note: **Unless otherwise noted below and on the agenda, all meetings take place in the Historic Schoolhouse**, located at 765 Portola Road, Portola Valley, CA

TOWN COUNCIL – 7:00 PM (Meets 2nd & 4th Wednesdays)

Wednesday, May 10, 2017

Wednesday, May 24, 2017

PLANNING COMMISSION – 7:00 PM (Meets 1st & 3rd Wednesdays)

Council Liaison – Maryann Derwin (for months April, May, June)

Wednesday, May 3, 2017

Wednesday, May 17, 2017

ARCHITECTURAL & SITE CONTROL COMMISSION - 7:00 PM (Meets 2nd & 4th Mondays)

Council Liaison – Jeff Aalfs (for months April, May, June)

Monday, May 8, 2017

Monday, May 22, 2017

BICYCLE, PEDESTRIAN & TRAFFIC SAFETY COMMITTEE – 8:15 AM (Meets 1st Wednesday of every month)

Council Liaison – Craig Hughes

Wednesday, May 3, 2017

CABLE & UTILITIES UNDERGROUNDING COMMITTEE – 8:15 AM (Meets 2nd Thursday in months January, May and September)

Council Liaison – Craig Hughes

Thursday, May 11, 2017

CONSERVATION COMMITTEE – 7:30 PM (Meets 4th Tuesday)

Council Liaison – John Richards

Tuesday, May 23, 2017

CULTURAL ARTS COMMITTEE – (Meets 2nd Thursday of every month)

Council Liaison – John Richards

Thursday, May 11, 2017

EMERGENCY PREPAREDNESS COMMITTEE – 8:00 AM (Meets 2nd Thursday of every month) in the EOC / Conference Room at Town Hall

Council Liaison – John Richards

Thursday, May 11, 2017

FINANCE COMMITTEE

Council Liaison – Ann Wengert
As announced

GEOLOGIC SAFETY COMMITTEE – 7:30 PM

Council Liaison – Jeff Aalfs
As announced

HISTORIC RESOURCES COMMITTEE

Council Liaison – Jeff Aalfs
As announced

NATURE AND SCIENCE COMMITTEE – 5:00 PM (Meets 2nd Thursday of every month) alternate even numbered months

Council Liaison – Jeff Aalfs

OPEN SPACE ACQUISITION ADVISORY COMMITTEE

Council Liaison – Craig Hughes
As announced

PARKS & RECREATION COMMITTEE – 7:30 PM (Meets 1st Monday)

Council Liaison – Ann Wengert
Monday, May 1, 2017

PUBLIC WORKS COMMITTEE

Council Liaison – Jeff Aalfs
As announced

SUSTAINABILITY & ENVIRONMENTAL RESOURCES COMMITTEE – 10:30 AM (Meets 3rd Monday)

in the EOC / Conference Room at Town Hall

Council Liaison – Maryann Derwin
Monday, May 15, 2017

TOWN CENTER MASTER PLAN UPDATE AD-HOC COMMITTEE – 4:00 PM

As announced

TRAILS & PATHS COMMITTEE – 8:15 AM (2nd Tuesday of every month, or as needed)

Council Liaison – Jeff Aalfs
Tuesday, May 16, 2017 – 8:15 AM

Fri 4/21/2017 10:32 AM

Tamara Turner

Re: Letter of resignation

Dear Anne and Sharon,

It has been an honor to sit on the EPC these last 3 years. My travel schedule has become such that I can no longer commit to volunteering consistently.

Please accept this as my resignation from the committee.

Sincerely,

Tamara Turner

Wed 4/26/2017 1:33 PM

From: "Despain, Anne-Marie"
Date: April 26, 2017 at 12:53:53 PM PDT
To: SMCO-Managers
Subject: Library PR Award

Good afternoon,

I am delighted to share the news that San Mateo County Libraries has won a John Cotton Dana Award for our successful Rebranding Campaign.

Late yesterday, the American Library Association (ALA) announced that we were one of eight recipients of this prestigious award, which is given to libraries for outstanding public relations. Winners will be honored in June at the 2017 ALA Annual Conference in Chicago, Illinois.

<http://www.satprnews.com/2017/04/26/announcing-the-2017-john-cotton-dana-library-public-relations-award-winners/>

Our press release will be going out later today.

As you know, we launched our new brand last May to build community awareness of the depth and breadth of our innovative services and programs. Thank you for your support of the rebranding initiative - our efforts have resulted in it being enthusiastically received by our communities and some pretty dramatic increases in use. Since the launch of the campaign, monthly visits to the web site have increased by 30% and monthly card applications have increased by 17% as compared to the same period a year ago.

I love all of our new elements, the logo, tagline, colors, messaging, etc. – but what I really love about the new brand is what it represents, the vitality of our communities and the essence of who we are, champions of learning, sharing and exploration.

I am so proud of what staff has accomplished this last year – thank you for your ongoing support and leadership.

Congratulations to us!

Anne-Marie

From: "Ammon, Scott"
Date: April 28, 2017 at 12:13:30 PM PDT
To: "Ammon, Scott"
Subject: **U.S. Service Academy Reception**

Good afternoon,

Congresswoman Anna G. Eshoo would like to invite you to join her at the **2016-2017 U.S. Service Academy Reception for the 18th Congressional District of California** to honor this year's outstanding appointees. The event will be held on **Monday, May 8, 2017** at the **129th Rescue Wing, Moffett Field** at **5:00 p.m.** Refreshments will be provided for all attendees.

If you would like to attend, please confirm by replying to this email or calling me at **(650) 323-2984**. You are welcome to bring guests but please let me know the names of any who will be in your party by May 3, 2017. Prior to the date, I will send any additional details about the event to all who confirm.

Additionally, for each attendee (drivers and passengers), security at Moffett Field will require:

- Date of Birth (DOB)
- Driver's License (DL) Number of each attendee

Security will also need details for each vehicle in your party including:

- Color
- Make
- Model
- Plate Number

We hope you can join us at this special ceremony to honor the extraordinary achievements of some of our nation's youngest future leaders.

Sincerely,

Scott Ammon

Field Representative | Congresswoman Anna G. Eshoo (CA-18)

698 Emerson Street | Palo Alto, California, 94301

p. (650) 323.2984 | (408) 245.2339 | (831) 335.2020 | f. (650) 323.3498

Eshoo.house.gov | [Facebook](#) | [Twitter](#) | [Youtube](#)

 Please consider the environment before printing this e-mail.

Dear Friends,

I'm pleased to invite you to the Service Academy Reception for the appointees of the 18th Congressional District on Monday, May 8th from 5:00 p.m. to 6:30 p.m. It will be held at the 129th Rescue Wing at Moffett Field, and refreshments will be served.

One of the privileges of being a Member of Congress is to nominate outstanding young women and men who live in the 18th Congressional District to the United States Service Academies. Ranked among the finest educational institutions in the world, the service academies prepare cadets and midshipmen for a lifetime of leadership and service in our nation's Armed Services.

As you know, this year's appointees have gone through a stringent selection process in order to obtain my nomination and an offer of appointment from the academies' admission offices. Their appointments to the service academies speak volumes about their academic and athletic achievements. Moreover, they have demonstrated strong leadership characteristics necessary to be the next generation of military leaders of our country.

I hope you'll be able to attend and join me in honoring the new cadets and midshipmen before they embark on this new and exciting challenge. Your presence will honor their future service to our country.

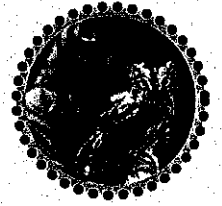
Please RSVP by May 3rd to rsvpeshoo@gmail.com with "Service Academy" in subject line, or you can call my Palo Alto District Office at 650-323-2984, 408-245-2339 or 831-335-2020. We look forward to hearing from you soon.

Sincerely,

Anna G. Eshoo
Member of Congress

Wingding Family Fest

A Celebration of Spring

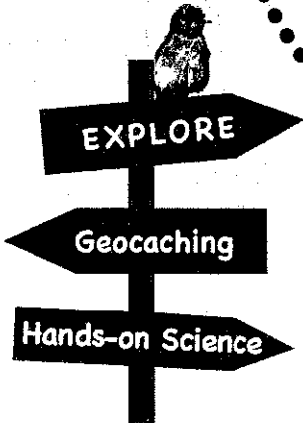
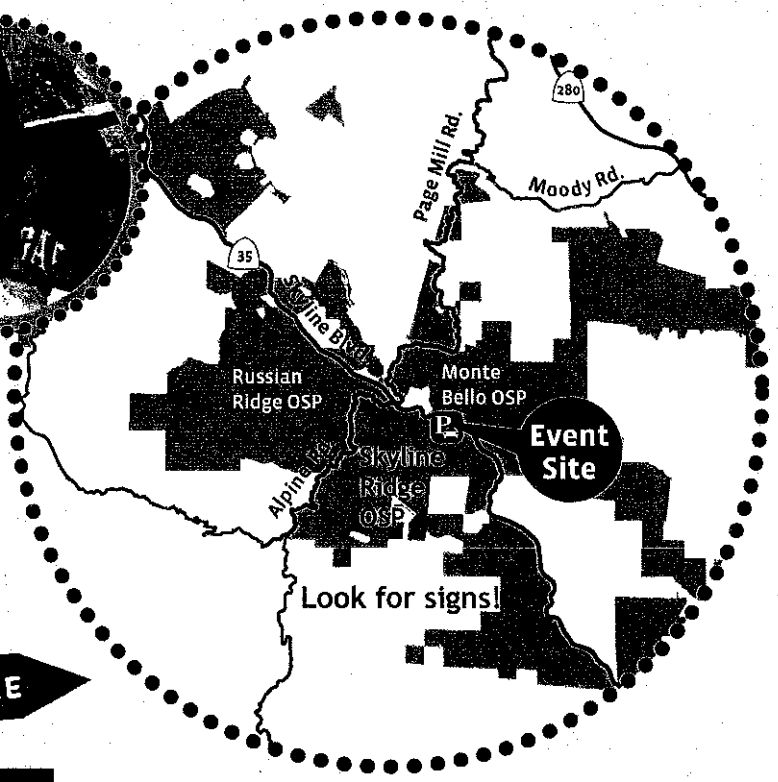
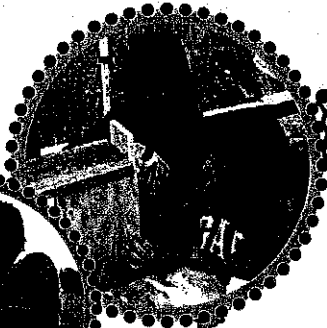


Saturday | May 20, 2017 | 10:00 am – 3:00 pm
Skyline Ridge Open Space Preserve



Join Midpeninsula Regional Open Space District and the Santa Clara Valley Audubon Society for a **FREE** day of adventure, science, birding, hiking, and discovery! Play all day or just stay awhile. Learn about local **BIRDS, INSECTS, and BATS.**

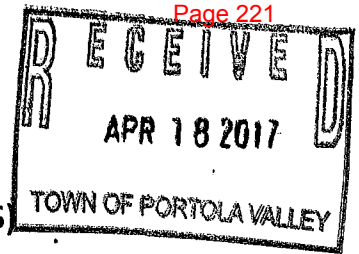
- Learn to geocache and search the trails for bird-themed treasures
- Go on a hike – find things with colorful wings, and blossoms too!
- Meet ambassador animals up close and personal
- Become a Citizen Scientist – learn how to use iNaturalist*
- Exhibitors include: California Center for Natural History | NorCal Bats | Wildlife Education & Rehabilitation Center | Native Bird Connection | And many more . . .



- Heavy rain cancels event
- Sorry – No dogs allowed
- *Download iNaturalist app to smartphone

For directions, updates, and a full event schedule go to www.openspace.org/wingding





San Mateo County Optometric Society (SMCOS)

PO BOX 1341

Burlingame, CA. 94010



Dear City Council Members

RE: "Sanctuary City" considerations

As members of the San Mateo County Optometric Society (SMCOS), we have been committed to providing the highest quality eye and health care to your constituents in San Mateo County for countless years. Every city in San Mateo County is represented by a number of our dedicated providers, who exam, diagnose and treat eye diseases and disorders in addition to managing systemic health issues such as Diabetes and Hypertension, to name but a few.

Our oath of service of which we are bound by our profession knows no boundaries in relation to whom we examine and treat in our community.

The recent political climate associated with changes in our leaders at the Federal Government level, has caused great concern across our country and in particular California...and more specifically in all of the cities and towns that make up San Mateo County. While this letter is not intended to solve all of the problems associated with immigration issues...it is intended to extend to our local leaders where our members stand regarding the recent considerations local cities are facing with deciding to be or not to be a "Sanctuary City".

It takes an entire community consisting of both "white collar" and "blue collar" workers to make each city viable and fully functional. While we may think otherwise; each person rich or poor adds something valuable to our communities to make them work at the highest level. Therefore, it is all of our responsibilities, especially our leaders, to be absolutely certain that all of the individuals who make up our community feel safe and secure.

It is the position of the SMCOS that in keeping with the commitment we all have promised to our community, that we are in support of our leaders adopting a legally binding position to protect ALL of our community members.

We are all aware that our local population consists of more non-documented immigrants than we care to acknowledge. It should also be stated, in all fairness, that we are not opposed to having non-documented individuals who have committed serious felonies (and quite frankly we wouldn't object to all serious felons...documented or non-documented) removed from our community. But, our cities cannot and should not put local, viable, community serving individuals in harm's way because of a policy passed down from our Federal Government. In the words of the preamble to the Constitution of the United States of America it clearly states, "***We the People of the United States, in Order to form a more perfect Union, establish Justice, ensure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.***" Nowhere in this preamble does it state that we are ensuring domestic tranquility and promoting general welfare only for documented individuals in our community. This statement was meant for all individuals living in our community.

We are a diverse interracial, intercultural community which in actuality is the strength of our society, particularly here in our local cities and towns which make up San Mateo County. As with any decision you as community leaders deem appropriate for our county and individual cities; we will always support what is morally and ethically correct as "the right thing to do".

We as community leaders ourselves are looked upon to support and make a stand for what we believe is right for the thousands of individuals we see in our community. The SMCOS looks forward to working with you in any way to help support the process of making individuals in our community who are documented or non-documented feel safer and more secure so that we can all continue to benefit from their existence here in San Mateo County.

Sincerely,

San Mateo County Optometric Society (SMCOS)

TOWN COUNCIL WEEKLY DIGEST

Friday – May 05, 2017

1. Agenda – ASCC – Monday, May 8, 2017
2. Agenda – Emergency Preparedness Committee – Thursday, May 11, 2017
3. Agenda (Cancelation) – Cable and Utilities Undergrounding Committee – Thursday, May 11, 2017
4. Agenda – Cultural Arts Committee – Thursday, May 11, 2017
5. Memo from Public Works Director re: 2017/'18 Resurfacing Project #2017-PW01 Bid Results
6. Letter from Department of Resources Recycling and Recovery re: CalRecycle Review of the Town's Compliance with Meeting AB 939 Requirements
7. Invitation to the Council of Cities Dinner Meeting (EPA Hosting City) – Friday, May 19, 2017
8. Reminder Invitation to HIP Housing Annual Luncheon – Friday, May 12, 2017
9. Portola Valley School District 7-Year Student Population Projections Fall 2017/'18 – 2023/'24
10. Western City Magazine – May 2017

Attached Separates (Council Only) *(placed in your town hall mailbox)*

1. Sustainable San Mateo County – Indicators Report Winter 2017
2. Silicon Valley Community Foundation – Spring 2017
3. Peninsula Volunteers, Inc. – Rosener House Adult Day Center Open House – Saturday, May 20, 2017



**TOWN OF PORTOLA VALLEY
ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
Monday, May 8, 2017
7:00 PM – Regular ASCC Meeting
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028**

7:00 PM – REGULAR AGENDA*

1. Call to Order:
2. Roll Call: Commissioners Breen, Koch, Wilson, Vice Chair Sill and Chair Ross
3. Oral Communications:

Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

4. New Business:
 - a. Architectural Review for Driveway Entry Gate and Retaining Wall, File #: PLN ARCH 21-2017, 178 Piñon Drive, Day Residence (Staff: A. Cassidy)
 - b. Architectural Review for Carport Enclosure and Addition Within the Side Yard Setback Area, File #: PLN_ARCH 27-2017, 40 Quail, Christen (Staff: D. Pedro)
 - c. Preliminary review of a Conditional Use Permit, height and setback Variances, Architectural Review and Site Development Permit for a new clubhouse and renovation of the Historic Mangini Roadhouse (currently being used by Windmill School) and associated site improvements. Alpine Hills Swim and Tennis Club, 4139 Alpine Road, File #'s 35-2016 and X7D-13. (Staff: C. Richardson)
5. Commission and Staff Reports:
6. Approval of Minutes: April 24, 2017
7. Adjournment:

*For more information on the projects to be considered by the ASCC at the Special Field and Regular meetings, as well as the scope of reviews and actions tentatively anticipated, please contact Carol Borck in the Planning Department at Portola Valley Town Hall, 650-851-1700 ex. 211. Further, the start times for other than the first Special Field meeting are tentative and dependent on the actual time needed for the preceding Special Field meeting.

PROPERTY OWNER ATTENDANCE. The ASCC strongly encourages a property owner whose application is being heard by the ASCC to attend the ASCC meeting. Often issues arise that only property owners can responsibly address. In such cases, if the property owner is not present it may be necessary to delay action until the property owner can meet with the ASCC.



TOWN OF PORTOLA VALLEY
Regular Meeting of the
Emergency Preparedness Committee
Thursday, May 11, 2017 - 8:00 AM
EOC / Conference Room at Town Hall
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. 8:00 Call to order
 - Members: Mark Bercow, Dave Howes, Diana Koin, Anne Kopf-Sill, Dale Pfau, Chris Raanes, Ray Rothrock, Craig Taylor, Bud Trapp
 - Guests: Jeremy Dennis/Town Manager, Brandi de Garneau, John Richards/Town Council, Dan Ghorso and Selena Brown WFPD, Christina Corpus/Sheriff's Office, Gary Nielsen/Police Commissioner, Stuart Young/former EPC member.
2. 8:01 Oral Communications
3. 8:02 Review and approval of minutes
 - Motion; Approve minutes for April 13, 2017
4. 8:03 Motion and Approve budget item
5. 8:04 Quick Reports, if needed: CERPP/WFPD (Brown/Ghorso), Town Report (de Garneau), Committee Reports – Medical (Koin), Communications (Rothrock), Community Outreach (___)
6. 8:05 Tour and Review of Town Resources at Town Center useful in an emergency (Howard Young, Public Works Director)
7. Adjourn: Between 9:00 – 10:00
8. Next meeting is June 8, 2017



Town of Portola Valley
Cable and Utilities Undergrounding
Committee Meeting
Notice of Cancellation
Thursday, May 11, 2017

MEETING CANCELLATION NOTICE

The regularly scheduled meeting of the Cable Committee for Thursday, November 11, 2017 has been cancelled

A special meeting has been scheduled for Thursday, June 8, 2017



TOWN OF PORTOLA VALLEY
Cultural Arts Committee Meeting
Thursday, May 11, 2017 - 1:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

MEETING AGENDA

1. Call to Order
2. Oral Communications
3. Approval of Minutes – April 13, 2017
4. Old Business:
 - Debrief on David Cardinal speaker event
 - Summer Concert Series planning update
5. New Business:
 - Carolyn Rogers: PV Arts Guild
 - 2017-2018 Budget
6. Adjournment



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Howard Young, Public Works Director

DATE: May 3, 2017

RE: 2017/2018 Resurfacing Project – Surface Seals #2017-PW01
Bid Results

Bids for the above referenced project were properly advertised and opened at 11:00 A.M. on April 18, 2017. Along with the base bid, this year's project included two additive bid alternates for resurfacing to additional portions of Alpine Road as outlined

	<u>Base Bid</u>	<u>Bid Alt 1</u>	<u>Bid Alt 2</u>
1. O'Grady Paving, Inc.	\$696,005.50	\$55,247.50	\$31,929.70
2. G. Bortolotto & Co., Inc.	\$498,000.00	\$47,537.35	\$32,304.62

Low base bidder: \$498,000.00

Engineers Estimate without 10% contingency: \$479,662.00

Engineers Estimate with 10% contingency: \$527,628.00

2016/2017 Adopted budget: \$530,000.00

The low bid is 3.8% (\$18,338) higher than the Engineers estimate. Staff believes this is due to current market conditions reflecting many projects available for contractors to bid on. There are sufficient funds in the budget for this increase and staff will also be considering potential cost savings by making field adjustments. Town staff is in the process of verifying contractor certifications and intends to award the project to the lowest bidder "G. Bortolotto & Co., Inc." for a base bid of \$498,000. Once the base bid scope of work has progressed to a point that staff believes there are no unforeseen field conditions, staff may authorize parts of the additive bid alternate and/or other additional work. The Town Council has authorized the Town Manager to award the project to the lowest responsible bidder with a total contract and change order amount not to exceed \$530,000.00. Construction is currently scheduled to begin in June 2017 and completed by end of July 2017.



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • WWW.CALRECYCLE.CA.GOV • (916) 322-4027

P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

May 1, 2017

Brandi de Garmeaux, Sustainability & Special Projects Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

Dear Ms. de Garmeaux,

I am writing regarding the status of CalRecycle's review of the Town of Portola Valley's compliance with meeting AB 939 requirements. Public Resources Code (PRC) Section 41825 specifies a schedule for this review and requires CalRecycle to make an independent evaluation and finding of whether each jurisdiction was in compliance with PRC Section 41780 during the review period. As a result of this review, CalRecycle may find:

- 1) A jurisdiction is meeting the requirements of AB 939 because:
 - a. it has adequately implemented its diversion programs and has achieved the diversion requirement; or
 - b. while it has not achieved the diversion requirement, it has made a good faith effort to implement diversion programs; or
- 2) A jurisdiction has failed to adequately implement its SRRE and/or HHWE and the process should commence to consider whether issuance of a compliance order would be appropriate. Jurisdictions that fail to satisfy the conditions of a compliance order may be subject to a fine of up to \$10,000 per day.

CalRecycle has finalized the 2012-2015 Jurisdiction Review and determined the Town is meeting the requirements of AB 939. We commend the Town for continuing to dedicate resources to meeting the requirements of AB 939. Your efforts are helping to conserve natural resources, strengthen the State's economy, and reduce greenhouse gas emissions.

We also want to note, as the economy continues to grow, businesses will likely produce more, consumers will purchase more, and construction will increase. While this would be great news, we expect more solid waste will be generated and discarded. Continuing the Town's diversion programs is critical to ensuring continued compliance with AB 939. In particular, in addition to meeting and maintaining the requirements of AB 939, the Town is responsible for implementing the Mandatory Commercial Recycling and Mandatory Commercial Organics Recycling education, outreach and monitoring requirements of AB 341 and AB 1826.

As required by law, Ashlee Yee from CalRecycle's Local Assistance and Market Development (LAMD) Branch will contact you to set up annual site visits to verify the implementation of diversion programs and continued compliance with AB 939.

In conclusion, we are pleased that the Town of Portola Valley has been found to be in compliance with PRC Section 41780 as part of the 2012-2015 Jurisdiction Review. We look forward to working with you in the future to ensure the continued success of the jurisdiction's overall diversion efforts. If you have any questions, please contact your LAMD representative, Ashlee Yee at Ashlee.Yee@calrecycle.ca.gov or (916) 327-8824.

Sincerely,

A handwritten signature in blue ink that reads "Kenneth Yee".

Kenneth Yee, Section Manager, Bay Section





Dinner /Meeting Announcement

Date: Friday, May 19, 2017 at 5:30 p.m.

All council members are welcome and encouraged to come to these monthly dinner meetings. This is a great opportunity to network with colleagues from other cities within San Mateo County. You will get to know how other cities handle issues, discuss matters facing cities and share ideas with each other.

Location

Cooley Landing Park & Education Center
 2200 Bay Road
 East Palo Alto, CA 94303

Directions and Parking Information Enclosed

Schedule

5:30 pm	Social Time
6:15 pm	City Selection Committee Meeting
6:30 pm	Business Meeting
6:45 pm	Dinner
7:30 pm	Program
8:30 pm	Adjourn

Please contact Chair Liza Normandy if you wish to bring up an item for group discussion or give a committee report. Telephone: (650) 291-4752 or email: liza.normandy@ssf.net

BUFFET STYLE DINNER from:
LA CAZUELA
\$50.00 per person

Taste one of East Palo Alto restaurant's authentic and delicious Mexican food, featuring classic dishes, such as Chile Relleno and Tortas

Please RSVP by **Wednesday, May 17, 2017**, to Terrie Gillen at (650) 853-3127 or tgillen@cityofepa.org

MAKE CHECKS PAYABLE TO:
 City of East Palo Alto
 C/O City Clerk's Office
 2415 University Avenue
 East Palo Alto, CA 94303

Council of Cities' Business Meeting

Friday, May 19, 2017
6:30 p.m.

- ❖ Call to Order
 - ❖ Roll Call and Introductions of Mayors, Council Members and Guests
 - ❖ Welcome Remarks
 - ❖ Approval of Minutes of Previous Meeting and Treasurer's Report
 - ❖ Committee Report
 - ❖ Old Business
 - ❖ New Business
 - ❖ Announcements
-

PROGRAM

7:30 p.m.

- ❖ Introduction by Hon. Mayor Larry J. Moody
- ❖ **Program:** Enabling Communities to Thrive: Partnering with Nonprofits

Meredith Liu, President and COO of The Primary School, and Luisa Buada, CEO of Ravenswood Family Health Center, have formed an innovative and collaborative partnership: The Primary School (TPS) is a new integrated health and education model dedicated to serving children and families in the communities of East Palo Alto and Belle Haven. Their vision and plans are an example of how local governments can leverage the work of non profits to provide additional services in their own communities.

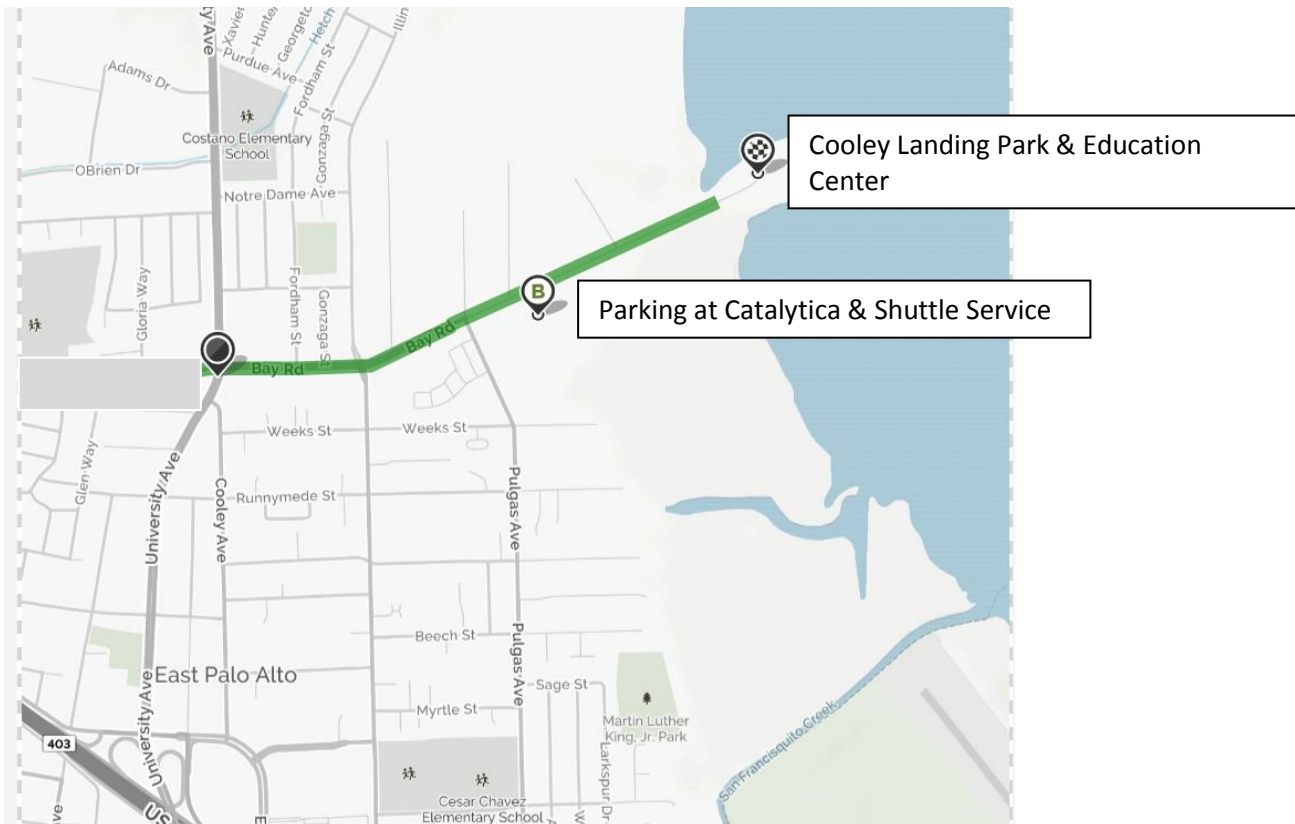
Directions to Cooley Landing Park & Education Center

From the North

1. Take US-101 South toward San Jose
2. Exit 403 - University Avenue, keep right toward the Dumbarton Bridge
3. Turn right onto Bay Road
4. Turn right onto 1990 Bay Road to park your vehicle*
5. Arrive at **2200 Bay Road, East Palo Alto, CA 94303**

*Parking

Due to limited parking spaces, please park your vehicle at the **CATALYTICA building/parking lot** at 1990 Bay Road. Signs will be posted, and a shuttle will escort you from the parking lot to the Cooley Landing Park & Education Center.



HIPhousing



ANNUAL LUNCHEON WITH W. KAMAU MAY 12 BELL
SFO MARRIOTT WATERFRONT, BURLINGAME



SAVE THE DATE
WWW.HIPHOUSING.ORG

SAMPLE LIVE AUCTION ITEM: (subject to change)

"Pop Up" Moroccan Dinner! Purchase your seat now!

Experience a Moroccan-style "pop up" dinner with Chefs Virginia Taylor and Beth Stern at [Cookhouse](#) in San Francisco's North Beach district.

Your Moroccan night will start with champagne and appetizers, then a four-course meal with dishes like B'stilla (pigeon pie), orange salad, and lamb with prunes and brown butter couscous. This unique "pop up" experience is only available for one night, **November 11, 2017** for **\$250 pp.**

Grab a friend(s) or come alone. But don't wait too long to jump on the spice train because there are only **24 seats available**. A limited number of seats can be purchased at this link now: [Buy your seats here.](#) Online pre-registration closes on Wednesday, May 10th at 10:00



Chefs Beth Stern & Virginia Taylor

Meeting date: April 26, 2017

Item 10. B. Demographic Report

Presented by: Jonathan Barth

Classification: Business of the Organization

Materials attached: Yes

Action Item: No

Information

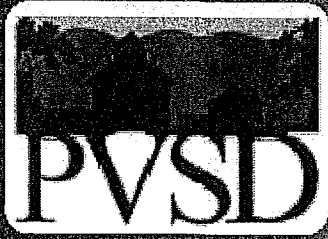
Chief Business Official Jonathan Barth will introduce Mr. Scott Torlucci, Senior School Planner from Davis Demographics and Planning who will present the findings of the District's commissioned demographic report for future enrollment projections.

Background

The District contracted with Davis Demographics and Planning to complete a demographic analysis of enrollment trends within District boundaries. This report provides information critical to decision making in many areas of PVSD business operations. The report is particularly important now as the facilities master planning efforts should be informed by expectations for pressures created by future enrollment growth or decline. The attached report projects further decline in enrollment in PVSD schools over the seven-year projection period.

Financial Implication

None at this time.



Portola Valley
School District
Portola Valley, CA

7-Year Student Population Projections

Fall 2017/18 - 2023/24

(Based on Fall 2016/17 Data)

Prepared by



11850 Pierce Street, Suite 200
Riverside, California 92505
Phone: (951) 270-5211
Fax: (951) 270-5212
www.DavisDemographics.com
April 25, 2017

Projections by Residence

Incoming Kindergarten

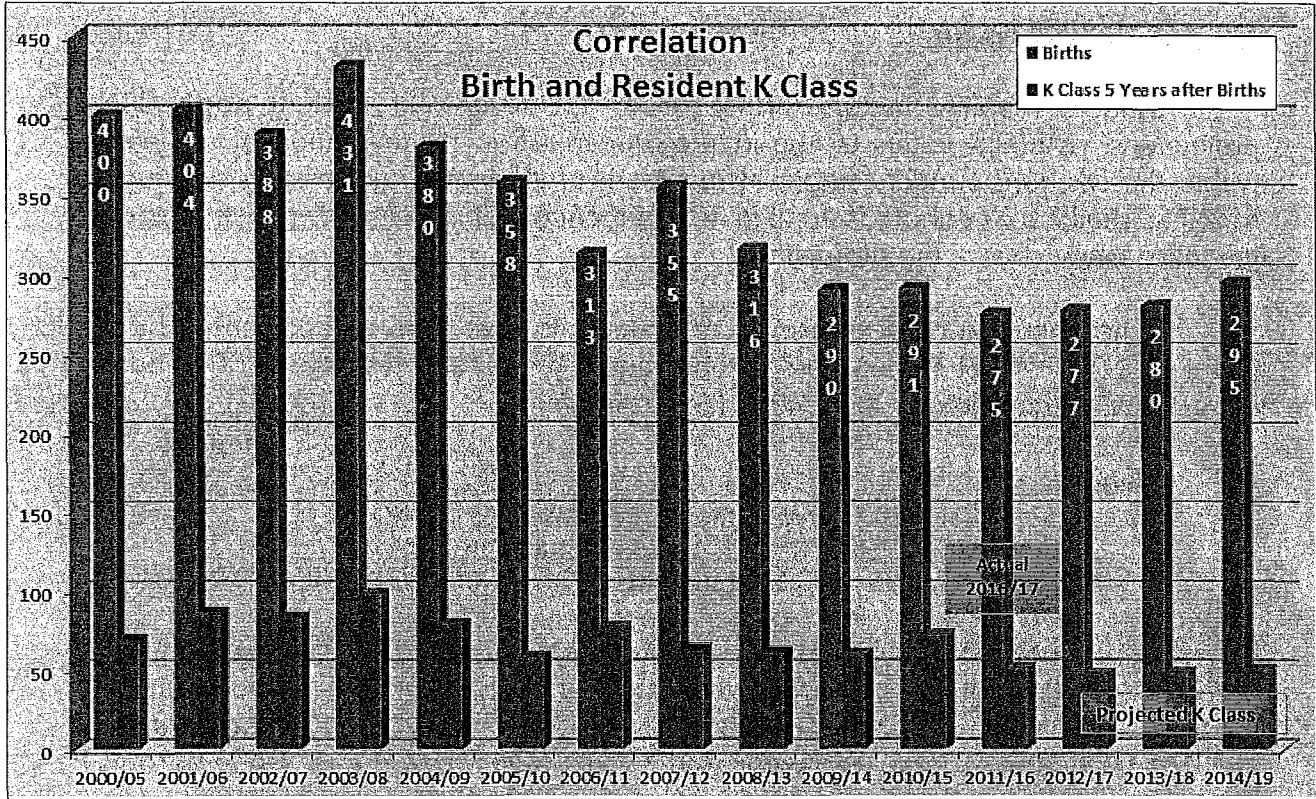
Live birth data is reported to the California State Department of Health by the resident postal zip code of the mother. DDP uses the birth data by zip code roughly correlating to the District boundary and applies the data accordingly. If need be a different birth factor can be applied to various areas of the District.

Incoming kindergarten classes, for existing homes, are estimated by comparing changes in past births in the area. Table 1 illustrates the total births for each zip code in the Portola Valley School District from 1995 to 2014. DDP assumes the current kindergarten class (2016/17) was born in five years ago (2011). Future incoming kindergarten classes are estimated by comparing the number births in 2011 to the number of births in 2012 - 2014.

	Zip code						
	94028	94062	Total	Change			
1995	60	283	343	125%			
1996	67	298	365	133%			
1997	55	327	382	139%			
1998	66	312	378	137%			
1999	67	307	374	136%			
2000	52	348	400	145%			
2001	65	339	404	139%			
2002	63	325	388	141%			
2003	87	344	431	149%			
2004	61	319	380	138%			
2005	49	309	358	130%			
2006	60	253	313	114%			
2007	50	305	355	129%			
2008	46	270	316	115%			
2009	33	257	290	105%			
2010	38	253	291	106%			
2011	51	224	275	BASE	Used in	Year of	
2012	41	236	277	100.7%	Projection	Projection	
2013	45	235	280	101.8%			
2014	45	250	295	107.3%			
				107.3%			
				107.3%			
				107.3%			
				107.3%			

Median Age Outlook		
2010	2016	2021
50.8	52.8	53.4

Table 1 Birth Data by Zip Code and Median Age Outlook



ALL KINDERGARTENERS				
Birth Year	Births ³	K Year	K Class ⁴	% of Births
2000	400	2005	69	17%
2001	404	2006	86	21%
2002	388	2007	83	21%
2003	431	2008	98	23%
2004	380	2009	79	21%
2005	358	2010	58	16%
2006	313	2011	77	25%
2007	355	2012	63	18%
2008	316	2013	61	19%
2009	290	2014	60	21%
2010	291	2015	72	25%
2011	275	2016	51	19%
2012	277	2017	47	17%
2013	280	2018	48	17%
2014	295	2019	50	17%

1. Source: Vital Statistics of California, Birth Data by Zipcode, 2000-2011
2. Source: PVSD, Student Data from CBEDS, 2005/06 - 2016/17; 2017/18 - 2019/20 from DDP Projections
3. Includes only zip codes within or partially within the PVSD boundaries 94028 and 94062
4. Kindergarten includes students residing outside of the district boundaries and Special Education students

Student Mobility Factors

Student mobility factors further refine the seven-year student population projections. Mobility refers to the increase/decrease in the migration of students within the District boundary (move-in/move-out of students from existing housing). Mobility, similar to a cohort, is applied as a percentage of increase/decrease to each grade for every year of the projections.

A net increase or decrease of zero students over time is represented by a factor of 1.000. A net student loss is represented by a factor less than 1.000 and a net gain by a factor greater than 1.000 (see example).

Example:

$$\begin{array}{r}
 100 \text{ Kindergarten students in fall 2016/17} \\
 \times 0.99 \text{ (Portola Valley 1st grade mobility)} \\
 \hline
 = 99 \text{ 1st grade students residing in Portola Valley in 2017/18}
 \end{array}$$

The school district was not able to extract previous student data files so DDP used the CDE DataQuest tool for historical student counts. DDP was able to utilize the last four (4) years (Fall 2013/14, 2014/15, 2015/16, and 2016/17) student data. The 2013/14 student data was compared to 2014/15, 2014/15 to 2015/16, and 2015/16 to this year's student data at a district widelevel. Grades 1-8 Mobility was calculated using all students (TK, out of district, and regular Ed students).

Portola Valley School District

All STUDENTS K-8 - MOBILITY

Portola Valley School District	Grade	Fall 2013*	Fall 2014*	Fall 2015*	Fall 2016	Grade	MOBILITY
	GK	61	60	72	51	-	-
	G1	67	67	59	65	K to 1	0.990
	G2	82	69	73	65	1 to 2	1.073
	G3	71	83	67	75	2 to 3	1.004
	G4	75	69	73	65	3 to 4	0.937
	G5	101	72	68	76	4 to 5	0.995
	G6	61	87	73	58	5 to 6	0.905
	G7	62	61	80	77	6 to 7	0.986
	G8	71	61	62	85	7 to 8	1.025
Total Students		651	629	627	617	-	-

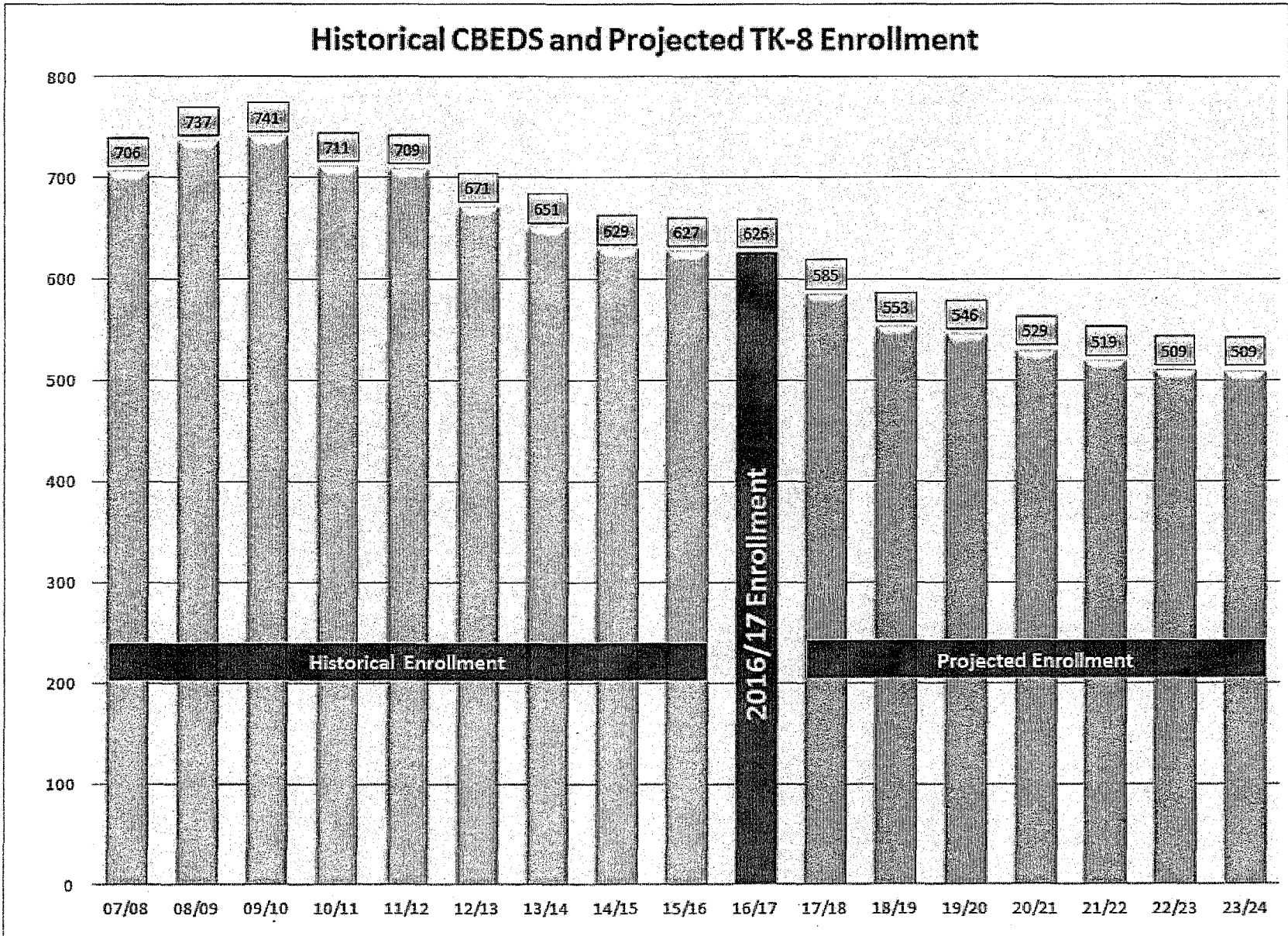
*Fall 2013-2015 student counts were taken from the California Department of Educations DataQuest reporting tool

Mobility Factors – Fall 2016/17
Table 2- Mobility Factors

District Forecast Summary

	Base File	Projected Resident Students						
	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
TK	9	9.1	9.2	9.7	9.7	9.7	9.7	9.7
K	47	47.3	47.8	50.4	50.4	50.4	50.4	50.4
1	57	46.5	46.9	47.4	49.9	49.9	49.9	49.9
2	55	61.2	49.9	50.3	50.8	53.6	53.6	53.6
3	65	55.2	61.4	50.1	50.5	51.0	53.8	53.8
4	60	60.9	51.7	57.5	47.0	47.3	47.8	50.4
5	66	59.7	60.6	51.5	57.2	46.7	47.1	47.6
6	51	59.7	54.0	54.8	46.6	51.8	42.3	42.6
7	69	50.3	58.9	53.3	54.1	45.9	51.1	41.7
8	78	70.7	51.5	60.4	54.6	55.4	47.1	52.4
Subtotal - Resident Students								
TK-3	233	219.3	215.2	207.9	211.3	214.6	217.4	217.4
4-8	324	301.3	276.7	277.5	259.5	247.1	235.4	234.7
TK-8	557	520.6	491.9	485.4	470.8	461.7	452.8	452.1
Out of District Students								
TK-3	32	30.1	29.5	28.5	29.0	29.5	29.9	29.9
4-8	37	34.4	31.6	31.7	29.6	28.2	26.9	26.8
TK-8	69	64.5	61.1	60.2	58.6	57.7	56.7	56.7
District Total Enrollment								
TK-3	265	249.4	244.7	236.4	240.3	244.0	247.2	247.2
4-8	361	335.7	308.3	309.2	289.1	275.3	262.3	261.5
TK-8	626	585.1	553.0	545.6	529.4	519.3	509.5	508.7
Change in Enrollment								
TK-8	-	-40.9	-32.1	-7.4	-16.2	-10.1	-9.9	-0.8
%		-6.5%	-5.8%	-1.3%	-3.0%	-1.9%	-1.9%	-0.2%

Historical CBEDS and Projected TK-8 Enrollment



Student Capture Rate Analysis

Estimated student capture rates are used to give the district a rough estimate of the school age population of each attendance area compared to the number of PVSD students residing there. School age population is derived from overlaying PVSD district boundary onto ESRI's estimated population by census block data. The data was compiled by the TK-8 grade range.

PVSD is capturing approximately 77% of the school age population residing within the district's boundaries. In the 2010 school year PVSD captured approximately 88% of students living within the boundaries.

2016 Student Capture Rate TK-8				
Grade Range	ESRI 2016 Estimated	2016/17 TK-8 Students	%	Potential Students
	Grade TK-8(Age 5-13) Population ¹	Enrolled in PVSD	Population	
TK-3	319	265	83%	54
4-8	492	361	73%	131
Portola Valley S.D.	811	626	77%	185

1. ESRI Estimate

2010 Student Capture Rate K-8				
Grade Range	ESRI 2010 Estimated	2010/11 K-8 Students	%	Potential Students
	Grade K-8(Age 5-13) Population ¹	Enrolled in PVSD ²	Population	
K-3	342	323	94%	19
4-8	463	388	84%	75
Portola Valley S.D.	805	711	88%	94

1. ESRI Estimate

2. Student counts pulled from California Department of Education's website

Comparison of 2016 and 2021 School Age Population			
Attendance Area	ESRI 2016 Estimated	ESRI 2021 Estimated	Change
	Grade TK-8(Age 5-13) Population ¹	Grade TK-8(Age 5-13) Population ¹	
TK-3	319	319	EVEN
4-8	492	495	↑
Portola Valley S.D.	811	814	↑

1. ESRI Estimate

Occupied Unit Analysis

The estimated occupancy tables help to give the district an idea of when larger groups of families had moved into the district. Portola Valley School District saw the highest number of owner occupied homes being moved into between 1990 and 2009. Rental units saw a larger influx between 2000 and 2009. The district experienced 59% of owner occupied units move in prior to 2000; 86% prior to 2010. Rental units saw had 19% of units occupied prior to 2000; 70% prior to 2010. The district would likely have seen young elementary age children in the district by now.

Owner Occupied Units by Year Occupied		
Year	Units	Percent
Moved in 2010 or later	331	12.4%
Moved in 2000 to 2009	603	22.6%
Moved in 1990 to 1999	547	20.5%
Moved in 1980 to 1989	377	14.1%
Moved in 1970 to 1979	221	8.3%
Moved in 1969 or earlier	225	8.4%
Total	2304	

Renter Occupied Units by Year Occupied		
Year	Units	Percent
Moved in 2010 or later	111	4.2%
Moved in 2000 to 2009	189	7.1%
Moved in 1990 to 1999	42	1.6%
Moved in 1980 to 1989	16	0.6%
Moved in 1970 to 1979	0	0.0%
Moved in 1969 or earlier	13	0.5%
Total	371	

Median Year Householder Moved into Unit: 1998

Study Area Projections

Study Area 1 Projection Date 10/5/2016

	CURRENT	PROJECTED RESIDENT STUDENTS						
	2016	2017	2018	2019	2020	2021	2022	2023
K	10.0	10.1	10.2	10.7	10.7	10.7	10.7	10.7
1	3.0	9.9	10.0	10.1	10.6	10.6	10.6	10.6
2	8.0	3.2	10.6	10.7	10.8	11.4	11.4	11.4
3	6.0	8.0	3.2	10.7	10.7	10.9	11.4	11.4
4	5.0	5.6	7.5	3.0	10.0	10.1	10.2	10.7
5	7.0	5.0	5.6	7.5	3.0	9.9	10.0	10.1
6	3.0	6.3	4.5	5.1	6.8	2.7	9.0	9.1
7	9.0	3.0	6.2	4.4	5.0	6.7	2.7	8.9
8	2.0	9.2	3.0	6.4	4.6	5.1	6.8	2.8
K-3	27.0	31.2	34.0	42.2	42.8	43.6	44.1	44.1
4-8	26.0	29.1	26.8	26.4	29.4	34.5	38.7	41.6
K-8	53.0	60.3	60.8	68.6	72.2	78.1	82.8	85.7

Study Area 2 Projection Date 10/5/2016

	CURRENT	PROJECTED RESIDENT STUDENTS						
	2016	2017	2018	2019	2020	2021	2022	2023
K	1.0	1.0	1.0	1.1	1.1	1.1	1.1	1.1
1	7.0	1.0	1.0	1.0	1.1	1.1	1.1	1.1
2	8.0	7.5	1.1	1.1	1.1	1.1	1.1	1.1
3	12.0	8.0	7.5	1.1	1.1	1.1	1.1	1.1
4	5.0	11.2	7.5	7.1	1.0	1.0	1.0	1.1
5	11.0	5.0	11.2	7.5	7.0	1.0	1.0	1.0
6	5.0	10.0	4.5	10.1	6.8	6.4	0.9	0.9
7	4.0	4.9	9.8	4.4	10.0	6.7	6.3	0.9
8	5.0	4.1	5.1	10.1	4.6	10.2	6.8	6.4
K-3	28.0	17.5	10.6	4.3	4.4	4.4	4.4	4.4
4-8	30.0	35.2	38.1	39.2	29.4	25.3	16.0	10.3
K-8	58.0	52.7	48.7	43.5	33.8	29.7	20.4	14.7

Study Area 3 Projection Date 10/5/2016

	CURRENT	PROJECTED RESIDENT STUDENTS						
	2016	2017	2018	2019	2020	2021	2022	2023
K	14.0	14.1	14.3	15.0	15.0	15.0	15.0	15.0
1	10.0	13.9	14.0	14.1	14.9	14.9	14.9	14.9
2	8.0	10.7	14.9	15.0	15.1	16.0	16.0	16.0
3	9.0	8.0	10.8	14.9	15.0	15.2	16.0	16.0
4	14.0	8.4	7.5	10.1	14.0	14.1	14.2	15.0
5	10.0	13.9	8.4	7.5	10.0	13.9	14.0	14.2
6	8.0	9.0	12.6	7.6	6.8	9.1	12.6	12.7
7	17.0	7.9	8.9	12.4	7.5	6.7	9.0	12.4
8	17.0	17.4	8.1	9.1	12.7	7.7	6.8	9.2
K-3	41.0	46.7	54.0	59.0	60.0	61.1	61.9	61.9
4-8	66.0	56.6	45.5	46.7	51.0	51.5	56.6	63.5
K-8	107.0	103.3	99.5	105.7	111.0	112.6	118.5	125.4

Portola Valley School District

2016/17 Projection Report

Study Area	4 Projection Date 10/5/2016							
	CURRENT 2016	2017	2018	PROJECTED RESIDENT STUDENTS				
	2016	2017	2018	2019	2020	2021	2022	2023
K	6.0	6.0	6.1	6.4	6.4	6.4	6.4	6.4
1	7.0	5.9	6.0	6.0	6.4	6.4	6.4	6.4
2	7.0	7.5	6.4	6.4	6.5	6.8	6.8	6.8
3	12.0	7.0	7.5	6.4	6.4	6.5	6.9	6.9
4	13.0	11.2	6.6	7.1	6.0	6.0	6.1	6.4
5	4.0	12.9	11.2	6.6	7.0	6.0	6.0	6.1
6	6.0	3.6	11.7	10.1	5.9	6.4	5.4	5.4
7	6.0	5.9	3.6	11.5	10.0	5.8	6.3	5.3
8	11.0	6.1	6.1	3.7	11.8	10.2	6.0	6.4
K-3	32.0	26.4	26.0	25.2	25.7	26.1	26.5	26.5
4-8	40.0	39.7	39.2	39.0	40.7	34.4	29.8	29.6
K-8	72.0	66.1	65.2	64.2	66.4	60.5	56.3	56.1

Study Area	5 Projection Date 10/5/2016							
	CURRENT 2016	2017	2018	PROJECTED RESIDENT STUDENTS				
	2016	2017	2018	2019	2020	2021	2022	2023
K	2.0	2.0	2.0	2.1	2.1	2.1	2.1	2.1
1	2.0	2.0	2.0	2.0	2.1	2.1	2.1	2.1
2	6.0	2.1	2.1	2.1	2.2	2.3	2.3	2.3
3	5.0	6.0	2.2	2.1	2.1	2.2	2.3	2.3
4	4.0	4.7	5.6	2.0	2.0	2.0	2.0	2.1
5	4.0	4.0	4.7	5.6	2.0	2.0	2.0	2.0
6	2.0	3.6	3.6	4.2	5.1	1.8	1.8	1.8
7	6.0	2.0	3.6	3.6	4.2	5.0	1.8	1.8
8	3.0	6.1	2.0	3.7	3.6	4.3	5.1	1.8
K-3	15.0	12.1	8.3	8.3	8.5	8.7	8.8	8.8
4-8	19.0	20.4	19.5	19.1	16.9	15.1	12.7	9.5
K-8	34.0	32.5	27.8	27.4	25.4	23.8	21.5	18.3

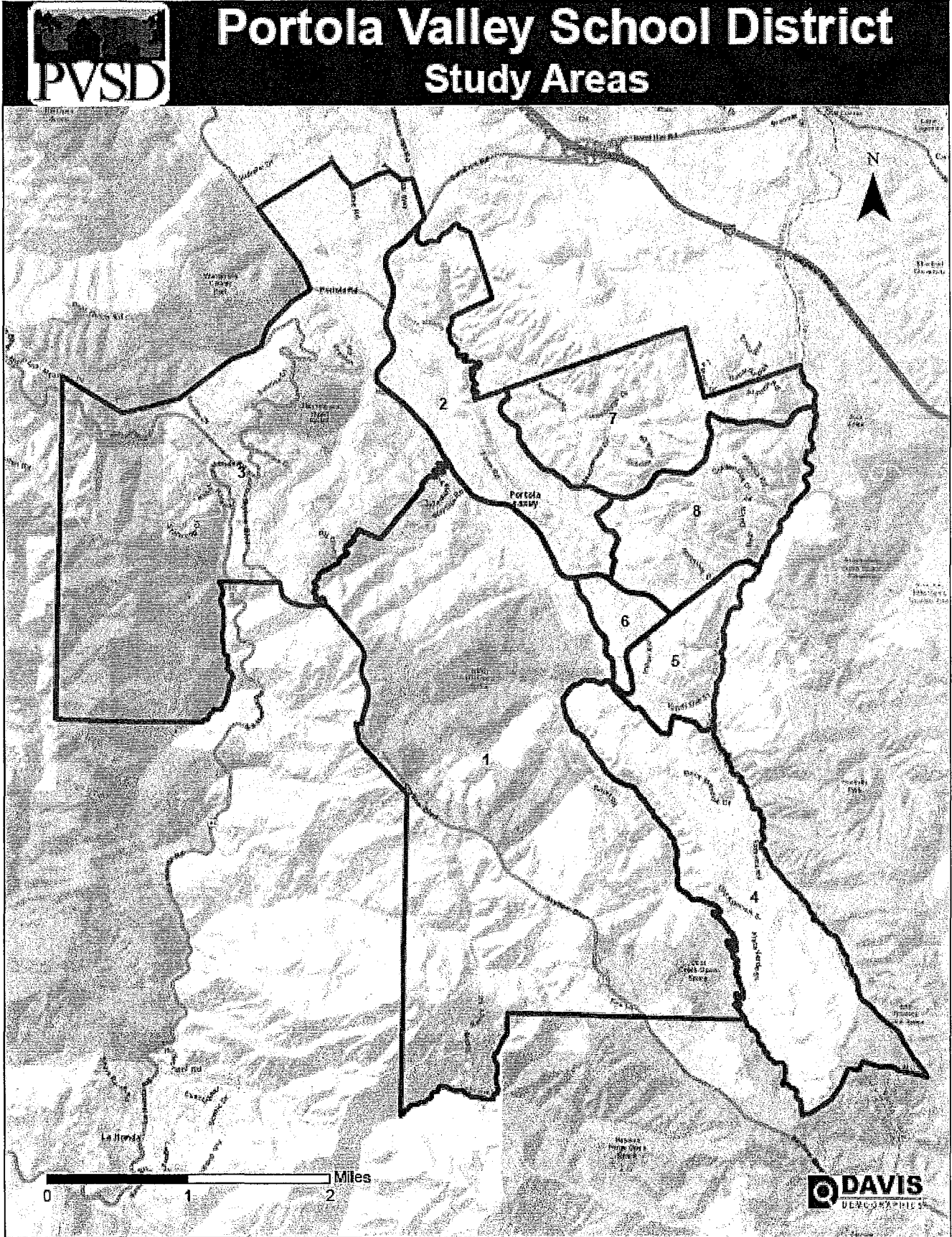
Study Area	6 Projection Date 10/5/2016							
	CURRENT 2016	2017	2018	PROJECTED RESIDENT STUDENTS				
	2016	2017	2018	2019	2020	2021	2022	2023
K	5.0	5.0	5.1	5.4	5.4	5.4	5.4	5.4
1	11.0	4.9	5.0	5.0	5.3	5.3	5.3	5.3
2	5.0	11.8	5.3	5.3	5.4	5.7	5.7	5.7
3	7.0	5.0	11.9	5.3	5.4	5.4	5.7	5.7
4	8.0	6.6	4.7	11.1	5.0	5.0	5.1	5.4
5	11.0	8.0	6.5	4.7	11.0	5.0	5.0	5.1
6	15.0	10.0	7.2	5.9	4.2	10.0	4.5	4.5
7	9.0	14.8	9.8	7.1	5.8	4.2	9.9	4.4
8	17.0	9.2	15.2	10.1	7.3	6.0	4.3	10.1
K-3	28.0	26.7	27.3	21.0	21.5	21.8	22.1	22.1
4-8	60.0	48.6	43.4	38.9	33.3	30.2	28.8	29.5
K-8	88.0	75.3	70.7	59.9	54.8	52.0	50.9	51.6

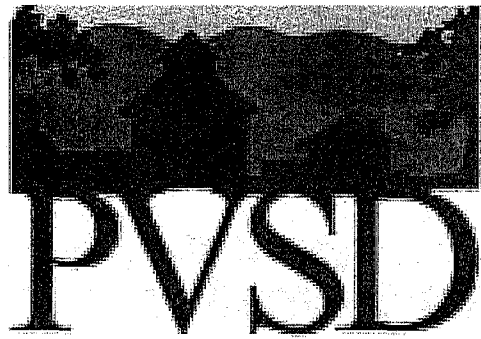
Study Area 7 Projection Date 10/5/2016

	CURRENT	PROJECTED RESIDENT STUDENTS						
	2016	2017	2018	2019	2020	2021	2022	2023
K	5.0	5.0	5.1	5.4	5.4	5.4	5.4	5.4
1	6.0	4.9	5.0	5.0	5.3	5.3	5.3	5.3
2	4.0	6.4	5.3	5.3	5.4	5.7	5.7	5.7
3	6.0	4.0	6.5	5.3	5.4	5.4	5.7	5.7
4	1.0	5.6	3.8	6.1	5.0	5.0	5.1	5.4
5	5.0	1.0	5.6	3.7	6.0	5.0	5.0	5.1
6	6.0	4.5	0.9	5.1	3.4	5.5	4.5	4.5
7	7.0	5.9	4.5	0.9	5.0	3.3	5.4	4.4
8	7.0	7.2	6.1	4.6	0.9	5.1	3.4	5.5
K-3	21.0	20.3	21.9	21.0	21.5	21.8	22.1	22.1
4-8	26.0	24.2	20.9	20.4	20.3	23.9	23.4	24.9
K-8	47.0	44.5	42.8	41.4	41.8	45.7	45.5	47.0

Study Area 8 Projection Date 10/5/2016

	CURRENT	PROJECTED RESIDENT STUDENTS						
	2016	2017	2018	2019	2020	2021	2022	2023
K	4.0	4.0	4.1	4.3	4.3	4.3	4.3	4.3
1	11.0	4.0	4.0	4.0	4.2	4.2	4.2	4.2
2	9.0	11.8	4.2	4.3	4.3	4.6	4.6	4.6
3	8.0	9.0	11.9	4.3	4.3	4.3	4.6	4.6
4	10.0	7.5	8.5	11.1	4.0	4.0	4.1	4.3
5	14.0	9.9	7.5	8.4	11.0	4.0	4.0	4.0
6	6.0	12.7	9.0	6.7	7.6	10.0	3.6	3.6
7	11.0	5.9	12.5	8.9	6.7	7.5	9.9	3.5
8	16.0	11.3	6.1	12.8	9.1	6.8	7.7	10.1
K-3	32.0	28.8	24.2	16.9	17.1	17.4	17.7	17.7
4-8	57.0	47.3	43.6	47.9	38.4	32.3	29.3	25.5
K-8	89.0	76.1	67.8	64.8	55.5	49.7	47.0	43.2





Portola Valley School District

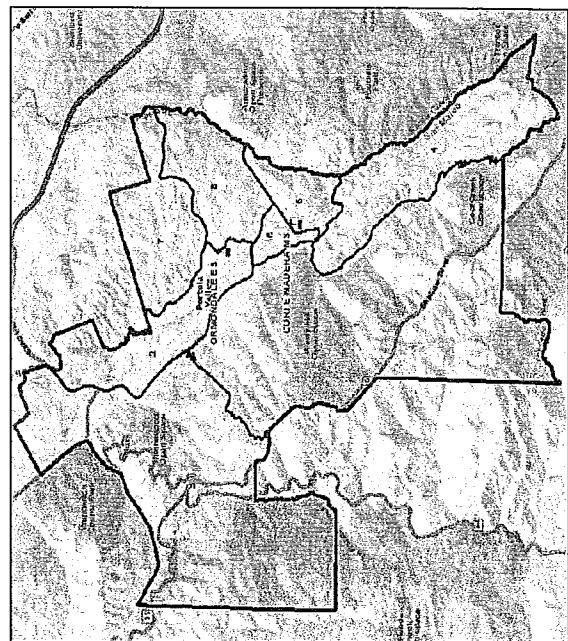
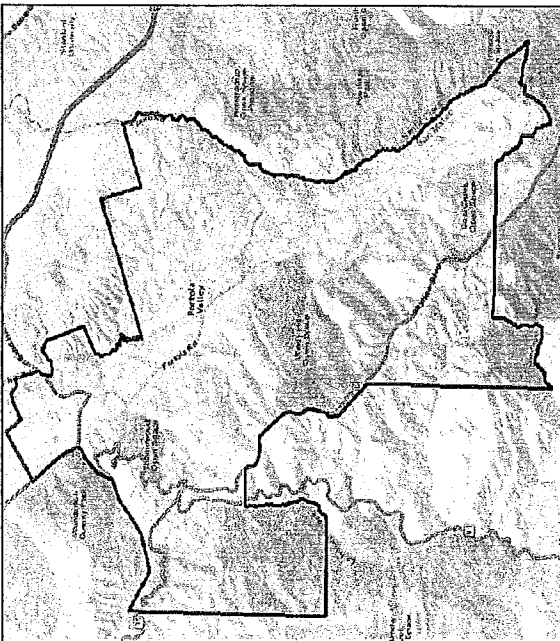
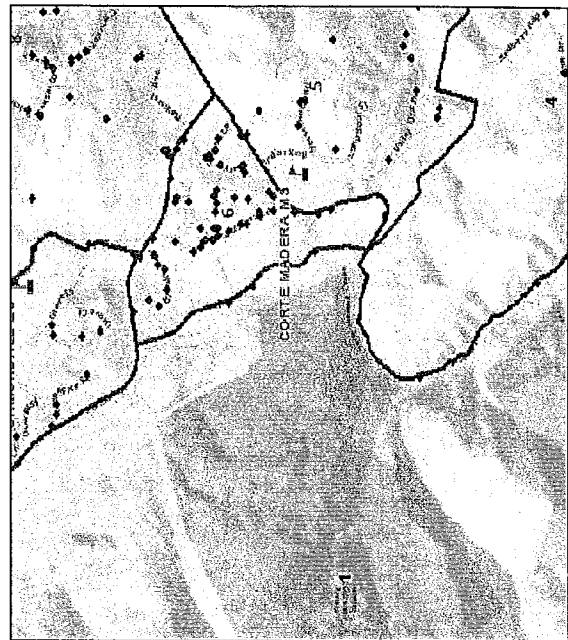
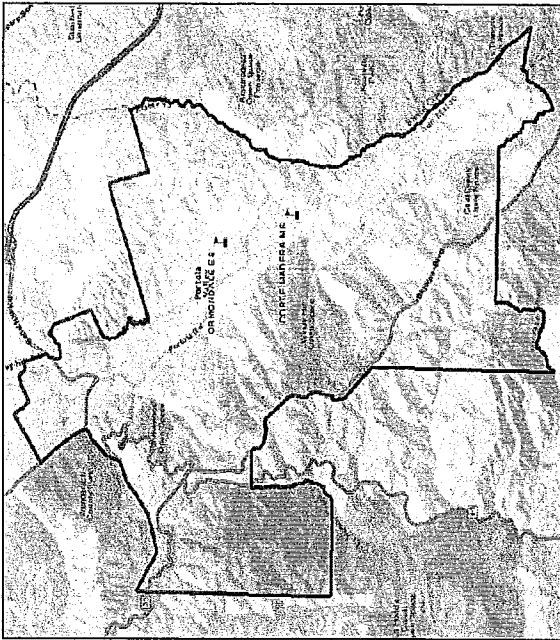
School Year 2016/17 Demographic Study Methodology and Deliverables

**Presented to the
Board of Education
April 26th, 2017**

Methodology and Deliverables

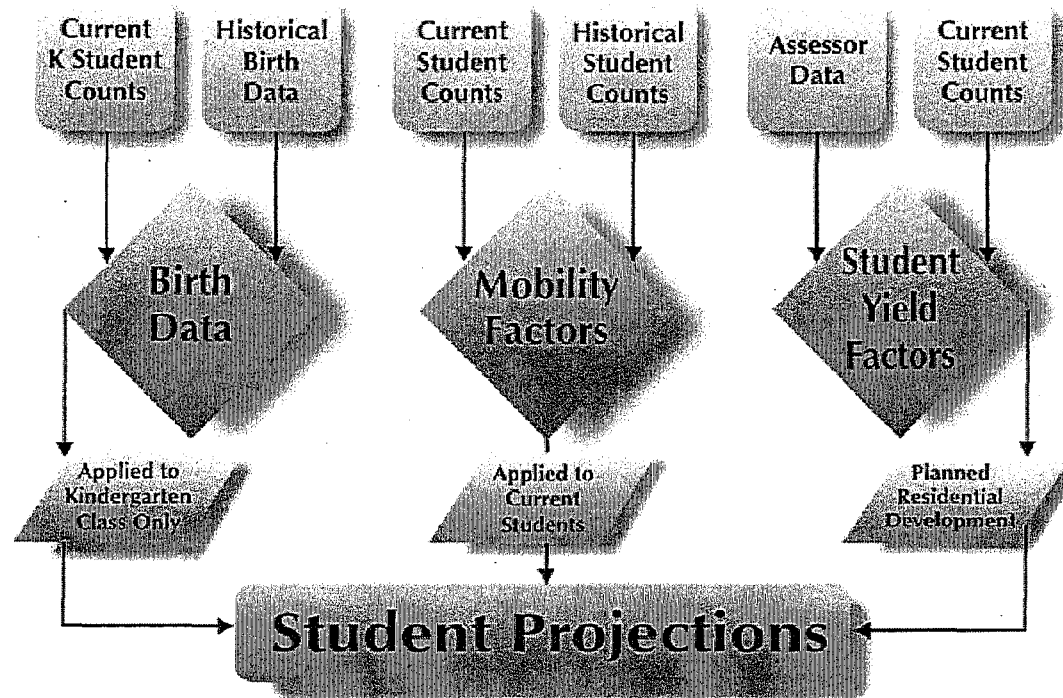
- **Projection are based upon resident student population**
 - Facilities should be located where student reside
 - School enrollment does not reflect area demographics
- **Collect data relevant to districts current and future student population**
 - Students data, area birth data, etc.
- **Create short to mid-term student population forecast**
 - District wide
- **Analyze and report on findings**
 - Detailed report of methodology and findings
- **Student Capture Rate Analysis**
 - School age population compared to students enrolled in PVSD
- **Data available for queries from district staff or Board members**
 - Create requested reports and analysis

Mapping Data



Projection Calculations

- Calculated for each of the district's Study Areas
 - Ability to plan at a neighborhood level
- Based upon actual student residence rather than current school of enrollment.
- Graduate 8th grade; Move up other grades
- Based upon two (2) factors that affect student population
 - Incoming kindergarten class (partially determined from recent birth data by zip code)
 - Mobility - Measures the retention of students as they progress. Including move ins, move outs, new students from infill housing, drop outs, private school movement, etc....



Forecast Factors – Incoming Kindergarten

ALL KINDERGARTENERS				
Birth Year	Births ³	K Year	K Class ⁴	% of Births
2000	406	2005	69	17%
2001	404	2006	86	21%
2002	388	2007	83	21%
2003	431	2008	98	23%
2004	380	2009	79	21%
2005	358	2010	58	16%
2006	313	2011	77	25%
2007	355	2012	63	18%
2008	316	2013	61	19%
2009	290	2014	60	21%
2010	291	2015	72	25%
2011	275	2016	51	19%
2012	267	2017	47	17%
2013	280	2018	48	17%
2014	285	2019	50	17%

1. Source: Vital Statistics of California, Birth Data by Zipcode, 2000-2011

2. Source: PVSD, Student Data from CBEDS, 2005/06 - 2016/17; 2017/18 - 2019/20 from DDP Projections

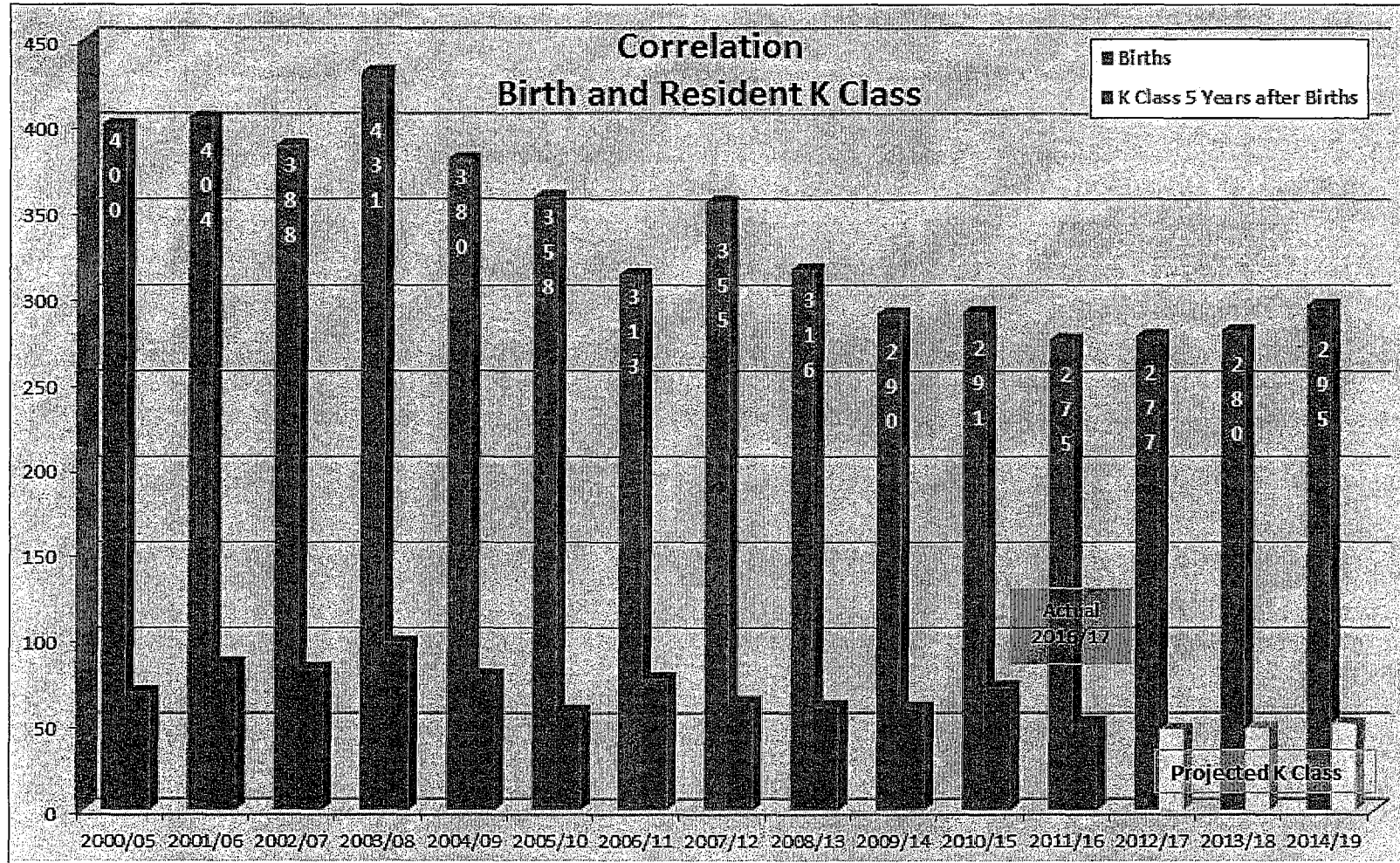
3. Includes only zip codes within or partially within the PVSD boundaries 94028 and 94062

4. Kindergarten includes students residing outside of the district boundaries and Special Education students

Total K enrollment averages 20% of births five years later



Forecast Factors – Incoming Kindergarten



Page
5
2

6

Average annual births between 2010 and 2014 are down by over 100 from the average between 2000-2004

Forecast Factors - Mobility

Mobility is used to estimate future student retention

- Calculated for each grade at a district wide area level
- Measures the retention of students as they progress. Including move ins, move outs, new students from infill housing, drop outs, private school movement, etc.

All STUDENTS K-8 - MOBILITY

Areas with a mobility above 1.000 are experiencing positive retention

Portola Valley School District	Grade	Fall 2013*	Fall 2014*	Fall 2015*	Fall 2016	Grade	MOBILITY
	GK	61	60	72	51	-	-
	G1	67	67	59	65	K to 1	0.990
	G2	82	69	73	65	1 to 2	1.073
	G3	71	83	67	75	2 to 3	1.004
	G4	75	69	73	65	3 to 4	0.937
	G5	101	72	68	76	4 to 5	0.995
	G6	61	87	73	58	5 to 6	0.905
	G7	62	61	80	77	6 to 7	0.986
G8	71	61	62	85	7 to 8	1.025	
Total Students		651	629	627	617	-	-

*Fall 2013-2015 student counts were taken from the California Department of Education's DataQuest reporting tool

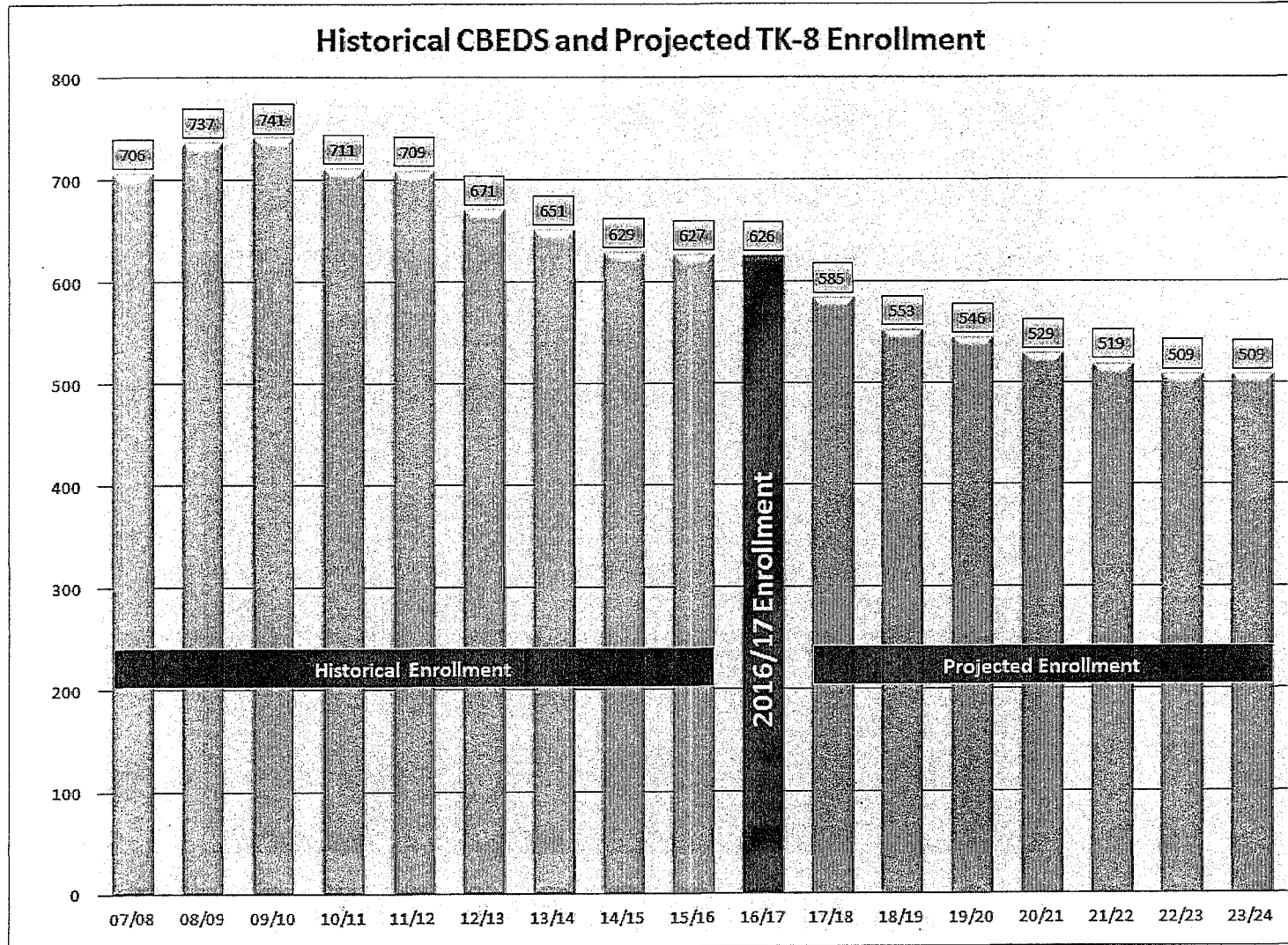
Forecast Factors - Mobility

	Actual	Projected		
	2016/17	2017/18	2018/19	2019/20
TK	9	9.1	9.2	9.7
K	47	47.3	47.8	50.4
1	57	46.5	46.9	47.4
2	55	61.2	49.9	50.5
3	65	55.2	61.4	50.1
		0.990	1.073	1.004
		K to 1	1 to 2	2 to 3

Mobility is applied to every student in every grade throughout the district

Based upon student data from 2013/14 to 2016/17

Forecasted Enrollment



Forecasted Enrollment

		Projected Resident Students						
		2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	
TK	9	9.1	9.2	9.2	9.7	9.7	9.7	
K	4	4.5	4.8	4.8	50.4	50.4	50.4	
1	57	46.5	46.9	47.4	49.9	49.9	49.9	
2	55	61.2	49.9	50.3	50.8	53.6	53.6	
3	65	55.2	61.4	50.1	50.5	51.0	51.0	
4	60	60.9	51.7	57.5	47.0	47.3	47.3	
5	66	59.7	60.5	51.5	57.2	46.7	46.7	
6	52	59.7	54.0	54.8	46.6	50.8	50.8	
7	69	50.6	58.9	55.3	54.1	45.9	45.9	
8	78	70.7	51.5	60.4	52.0	55.4	55.4	
Subtotal - Resident Students		259	219.3	215.2	207.9	211.3	214.6	
TK-3	524	301.5	276.7	277.5	259.5	247.1	247.1	
TK-8	557	520.6	491.9	485.4	470.8	461.7	461.7	
Out of District Students								
TK-3	32	30.1	29.5	28.5	29.0	29.5	29.5	
TK-8	57	54.4	51.6	52.5	49.6	48.2	48.2	
TK-8	69	64.5	61.1	60.2	58.6	57.7	57.7	
Disorder Total Enrollment		265	249.4	244.7	236.4	240.3	244.0	
TK-3	361	335.7	308.3	309.2	289.1	275.3	275.3	
TK-8	626	585.1	553.0	545.6	529.4	519.3	519.3	
Change in Enrollment								
TK-3	-	-40.9	-32.1	-7.4	-16.2	-10.1	-10.1	
%	-	-6.5%	-5.5%	-1.6%	-5.0%	-1.9%	-1.9%	

Student Capture Rate Analysis

2016 Student Capture Rate TK-8				
Grade Range	ESRI 2016 Estimated Grade TK-8(Age 5-13) Population ¹	2016/17 TK-8 Students Enrolled in PVSD	% Population	Potential Students
TK-3	319	265	83%	54
4-8	492	361	73%	131
Portola Valley S.D.	811	626	77%	185

1. ESRI Estimate

2010 Student Capture Rate K-8				
Grade Range	ESRI 2010 Estimated Grade K-8(Age 5-13) Population ¹	2010/11 K-8 Students Enrolled in PVSD ²	% Population	Potential Students
K-3	342	323	94%	19
4-8	463	388	84%	75
Portola Valley S.D.	805	711	88%	94

1. ESRI Estimate

2. Student counts pulled from California Department of Educations website



Other Demographics

Comparison of 2016 and 2021 School Age Population			
Attendance Area	ESRI 2016 Estimated Grades TK-8(Age 5-13) Population ¹	ESRI 2021 Estimated Grade TK-8(Age 5-13) Population ¹	Change
TK3	319	319	EVEN
4B	492	495	↑
Portola Valley S.D.	811	814	↑

1. ESR Estimate

Year	Age < 14	Age > 65
2010	↓ 17.7%	↑ 24.3%
2016	↓ 16.8%	↑ 28.2%
2021	↓ 16.0%	↑ 30.0%

Observations

- **All factors point to decline throughout the District. TK-3 projections are expected to decline by 18 students and 4-8 is expected to decline by 100.**
 - TK-8 enrollment in 2023 is expected to be 519 students.
- **Between 2000-2004 average annual births was 401. The five year period between 2010-2014 saw average births drop to 284**
 - An average decline of 117 births
 - Most likely resulting in a decrease in future kindergarten students
- **Mobility is negative in the majority of the grades**
 - More students are exiting PVSD schools than entering
 - 1st, and 4th through 7th grade mobility are all below 1.00
- **PVSD is capturing approximately 77% of the school age population residing in the PVSD boundaries**
 - In 2010 PVSD was capturing approximately 88%
- **Estimated school age population is expected to stay at its current 2016 level.**
 - In 2016 there is an estimated population of 811 school age children (age 5-13), in 2021 there is an expected population of 814
 - District as a whole is getting older

