

TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council Wednesday, September 12, 2018 Historic Schoolhouse 765 Portola Road, Portola Valley, CA 94028

REGULAR MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

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

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.

- Approval of Minutes August 22, 2018 (3)
- Approval of Warrant List September 12, 2018 (10)
- Recommendation by Town Attorney Second Reading and Adoption of Ordinance Amending Chapter 8.26 (25)
 of Portola Valley Municipal Code to Prohibit Sale of Flavored Tobacco Products and Prohibiting Pharmacies from
 Selling Tobacco Products
 - (a) Second Reading, Waive Further Reading and Adopt an Ordinance Amending Chapter 8.26 [Tobacco Retailer Permit] of Title 8 [Health and Safety] of the Portola Valley Municipal Code (Ordinance No. _)
- 4. Recommendation by Town Manager Support for California Clean Air Day (30)
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley in Support of California Clean Air Day (Resolution No. ___)

REGULAR AGENDA

STAFF REPORTS AND RECOMMENDATIONS

- 5. Update to Town Council Microgrid Proposal (32)
- Recommendation by Assistant to the Town Manager Adoption of Resolution Authorizing Website (33)
 Development Services for the Town
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and Vision Technology Solutions, LLC (Resolution No. __)
- 7. Council Consideration "Diesel Free by '33" Support (52)
- 8. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS (62)

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.

9. TOWN MANAGER REPORT (63)

WRITTEN COMMUNICATIONS

- 10. **Town Council Digest** August 23, 2018 (64)
- 11. Town Council Digest August 30, 2018 (80)
- 12. Town Council Digest September 6, 2018 (86)

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. 973, AUGUST 22, 2018

CALL TO ORDER AND ROLL CALL

Vice Mayor Wengert 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, Craig Hughes, and Vice Mayor Ann

Wengert.

Absent: Mayor John Richards

Others: Jeremy Dennis, Town Manager

Cara Silver, Town Attorney

Howard Young, Public Works Director

Sharon Hanlon, Town Clerk

ORAL COMMUNICATIONS

None

CONSENT AGENDA

- (1) <u>Approval of Minutes</u> Town Council Regular Meeting of August 8, 2018. [Removed from Consent Agenda.]
- (2) Approval of Warrant List August 22, 2018, in the amount of \$214,159.52
- (3) Recommendation by Town Manager Letter of Support for Save the Bay

Councilmember Hughes moved to approve Items 2 and 3 of the Consent Agenda. Seconded by Councilmember Derwin, the motion carried 4-0, by roll call vote.

(1) Approval of Minutes – Town Council Regular Meeting of August 8, 2018.

Councilmember Hughes moved to approve Item 1 of the Consent Agenda. Seconded by Councilmember Derwin the motion carried 3-0-1, by roll call vote, with Vice Mayor Wengert abstaining.

REGULAR AGENDA

Town Manager Dennis requested to move Agenda Item #6 ahead of Item #4.

STAFF REPORTS AND RECOMMENDATIONS

(6) Recommendation by Town Attorney – First Reading of Ordinance Amending Chapter 8.26 [Tobacco Retailer Permit] of Title 8 [Health and Safety] of the Portola Valley Municipal Code (a) First Reading, Waive Further Reading and Introduce an Ordinance Amending Chapter 8.26 [Tobacco Retailer Permit] of Title 8 [Health and Safety] of the Portola Valley Municipal Code (Ordinance No.)

Vice Mayor Wengert introduced Craig Wingate, Francesca Lomotan, and Bob Gordon of San Mateo County.

Ms. Lomotan from the County of San Mateo County Health System Tobacco Prevention Program offered to answer any questions about the proposed ordinance and amendments to the Town's current tobacco retailer license. She introduced Bob Gordon, with the San Mateo County Tobacco Education Coalition.

Town Attorney Silver described the background of the tobacco retailer permit and the collaboration with the County of San Mateo, as detailed in the staff report.

Vice Mayor Wengert invited questions from the Council.

Councilmember Hughes asked regarding automatically incorporating any future amendments to the ordinance without review. He asked if the Town had ever previously allowed another body to automatically change the Town's Municipal Code. Town Attorney Silver said Portola Valley's Code does incorporate by reference a series of County regulations. She said the Council could choose to exclude that specific provision. She pointed out that previously when the County made changes the Town was unable to implement them because the language did not incorporate future changes.

Councilmember Hughes asked if the ban applied to flavored tobacco products of any kind, such as chewing tobacco. Town Attorney Silver said the ban applies to any flavored tobacco product, including ecigarettes.

Councilmember Aalfs asked how the County enforced the ordinance. Town Attorney Silver said the County has already discussed the matter with Roberts Market and the store plans to voluntarily comply. Ms. Lomotan later clarified that their office has not yet reached out to Roberts Market regarding the potential change in legislation, but they are prepared to send a letter if the Town desires.

Councilmember Hughes asked why a new ordinance is being implemented instead of just changing the County's permitting policy. Town Attorney Silver said Roberts Market already has a tobacco permit. In response to Councilmember Hughes' question, Ms. Lomotan said the permits are supposed to be renewed annually.

Vice Mayor Wengert asked if the definition of tobacco has been expanded to include the vaping and ecigarettes and if this ban will also restrict the sale of these types of products. Mr. Gordon said most of the e-cigarettes use flavored tobacco e-juice or e-liquid, which is included in the Tobacco Retail Licensing (TRL). He said the majority of the e-juices also include nicotine. He said the FDA is currently looking at how to incorporate e-cigarettes into the same level of restrictions that apply to current cigarettes. Vice Mayor Wengert asked if there were types of e-cigarettes without tobacco. Mr. Gordon said the majority of the e-cigarettes use flavored tobacco.

Mr. Wingate added that the industry uses the word "vapor" as if it is just clear water vapor like from a teakettle, which is inaccurate. He cited studies that have shown that the aerosolized fine particles lodge deep within the lungs and are also hazardous secondhand. He said the nicotine in these devices is not synthetic which is why it is regulated as a tobacco product.

Councilmember Hughes asked regarding the consequences of violation of the ordinance. Mr. Gordon said violators would be subject to a fine and license suspension.

Councilmember Aalfs asked if there was research showing the impact of these kinds of bans and ordinances to smoking rates. Mr. Gordon said that, due to the many ordinances limiting where smoking is allowed, there has been a decrease in combustible cigarette usage. They are predicting the same results will occur with the increase in ordinances regarding the e-cigarettes.

In response to Vice Mayor Wengert's question, Ms. Lomotan said their office visited Robert's Market recently and they did not have any e-cigarettes for sale and the only flavored tobacco they sold was menthol cigarettes.

With no additional questions from the Council, Vice Mayor Wengert invited comment by the County representatives. Hearing none, Vice Mayor Wengert brought the item back to the Council for discussion.

Councilmember Hughes said he was not concerned about incorporating modifications to the two existing sections, but not comfortable with more broadly allowing the County to incorporate changes to the Town's Municipal Code without the Town having the opportunity to review. He suggested changing "any future amendment" to "any amendment thereto" so it only referred to Chapter 4.98 and 4.99.

The Council agreed with Councilmember Hughes' suggestion.

Councilmember Aalfs moved to Waive Further Reading and Introduce an Ordinance Amending Chapter 8.26 of Title 8 of the Portola Valley Municipal Code. Seconded by Councilmember Hughes; the motion carried 4-0.

A Second Reading is scheduled for September 12 Council Agenda.

STUDY SESSION

(4) Report by Town Manager – A Study Session of the Funding of Town Road Resurfacing Work

Town Manager Dennis presented "The Future of the Annual Road Resurfacing Program – Study Session." The discussions were around why this conversation is needed today, how the Town pays for the roads, how the Town decides how to spend funding on the roads, and what other cities do related to funding. Staff requested feedback on the last two slurry seals and provided a staff analysis of the funding for roads. Staff asked for feedback from the Council regarding their goals for the condition of the roads, how funding fit into the road conditions, and what additional information the Council needed to make road condition decisions. He provided a chart showing historical funding sources for roads.

In response to Vice Mayor Wengert's question, Town Attorney Silver said there is a specific state statute that prohibits the taxing of anyone for the privilege of using streets, which was affirmed by a court case. In 2010 a lawsuit was filed against Atherton and there was concern that the legal firm would begin suing other Peninsula cities. At that time several cities dropped their fees. She said the statute allows cities to continue charging the fee if the fee was enacted prior to 1989. Portola Valley's fee was not enacted until 2001 and was not grandfathered in. Town Manager Dennis said Woodside continues to have a road impact fee, as do several Counties.

Public Works Director Young provided an overview of the Roads Pavement Condition Index (PCI) and Pavement Management System (PMS). He shared a chart showing that the Town maintains 71 lane miles (36 miles of roads) and the breakdown in functional class (arterial, collector, residential/local). He explained the annual road resurfacing project is performed to maintain all of the roads to a certain safe and functional standard or PCI. Public Works Director Young explained the Town maintains a PCI of 80 percent, which equates to a certain yearly dollar amount to achieve. He said staff uses the PMS program as a guideline only. He said, for example, when the program comes up with a list of recommendations for maintenance of streets, staff visually evaluates each of the streets to verify whether or not any maintenance is needed for that street and updates the PMS accordingly. Public Works Director Young then described each of the road treatments and their expected lifespan.

Vice Mayor Wengert said she understood there was asphalt overlay on the two arterials for many years and asked when they switched to slurry seal. Public Works Director Young said in 2002 the Council indicated that Portola and Alpine Roads had a lot of alligator cracking and potholes and they wanted to raise the PCI. In looking at the lifespan of the road, the majority of them were overlaid in 2002 and 2007. After 2007 they began using a preventative maintenance slurry seal period, as recommended by the MTC. He said as long as they keep repeating that, it should last for many, many years. Town Manager Dennis said the decision-making is related to the PMS system per the PCI and the cost. He said a

treatment may be applied to a road that is still in good condition, per the system and MTC recommendations.

Vice Mayor Wengert said another factor is construction that has occurred and the need to redo sections, which has majorly impacted both of the arterial roads. Vice Mayor Wengert stated, considering that it is the PCI that drives which treatment to choose for the roads and also considering the financial considerations that are not necessarily moving in the Town's favor, the Council should prioritize and help Public Works manage what is being done and how the money is being spent. She said some of the sections of Alpine and Portola that weren't impacted with slurry seals would now be approaching 16 years based on the numbers. Public Works Director Young said probably the oldest section would be near Alpine and Los Trancos but the section toward Ford Field is a fairly new overlay. He said cities that do not do the preventative maintenance with slurry seals end up having to do the much more expensive asphalt overlays. Because of the much higher expense, fewer streets are repaired, while other streets continue to degrade.

In response to Vice Mayor Wengert, Public Works Director Young said the lowest rated street was Prado Court, which was at a 40 PCI, and it had to be completely reconstructed.

In response to Councilmember Aalfs' question, if the PMS was set to 70 PCI, there may be a smaller scope of work recommended each year; however, at some time in the future there would likely be several overlays required due to less preventive maintenance work performed. Town Manager Dennis said they looked at a scenario setting the PCI at 75 instead of 80. He said that in the first 10 years, there was not much difference, but after the 10 years, there is theoretically a rapid decline in PCI and it then becomes much more expensive.

Vice Mayor Wengert expressed concern about drawing down on the reserves given the Town will not have the road impact fees.

In response to Councilmember Aalfs' question, Town Manager Dennis said that at 75 PCI the Town would budget for \$400,000 road reconstruction project plus some design contingency, for a savings of approximately \$100,000 per year, or a total of \$1 million in 10 years. The Council discussed projections related to taxes received and increased costs.

Vice Mayor Wengert said the Council needs to understand the financial projections if the current PCI is maintained and then prioritizing the arterials, the feeders, the local neighborhood roads. She said it is important to understand the current condition of the roads to make informed decisions regarding the best way to take this forward without seriously eroding the General Fund.

Councilmember Hughes would like to see a 20-year forecast of road conditions and expenses at a PCI of 80 and a PCI of 70. He said there is then also a question of funding sources.

Town Manager Dennis thanked Public Works Director Young and Finance Director Radtke for their work on this report. He asked the Council for comments, questions, suggestions, and direction.

Councilmember Hughes said it is part of the General Plan that Portola Valley is a resource for the region for recreational activities such as bicycling. He said it is important that the arterial roads are safe, smooth, and comfortable for residents and visitors. He said in general he thinks the residents are quite satisfied with the road conditions in town. He said the decision of whether or not to reduce the PCI from 80 to 70 is more of a financial consideration than road quality. Councilmember Hughes said he would like to see 20-year modeling of costs at different PCI levels.

Councilmember Derwin agreed that it is important that Alpine Road and Portola Road are in good shape. She also agreed that cost projections will be necessary for decision making.

Councilmember Aalfs said that he was not attached to a specific PCI number and did not want to be trying to save money now that would result in a very large expense in the future. He agreed that a cost projection will be important to decision making.

Vice Mayor Wengert agreed with the above comments. She suggested the arterial roads always be placed at a higher priority with regular and consistent reviews of their condition and functionality.

Town Manager Dennis said staff will return with a 20-year modeling with projected revenue and expenditures with arterial roads being a priority with project review.

STAFF REPORTS AND RECOMMENDATIONS

(5) Recommendation by Town Manager – Review and Authorize 2018-19 Budget Amendment to Appropriate/Re-Appropriate Funds

Town Manager Dennis presented proposed budget amendments to the Garbage Franchise Agreement Negotiation, the Town Picnic, and the OpenGov software, as detailed in the staff report.

Vice Mayor Wengert invited questions from the Council.

Councilmember Hughes asked for more details regarding the Town Picnic budget and asked if the event would be more elaborate than in years past. Town Manager Dennis said he does not have the full list, but said it would include a number of children's activities and interactive experience walls. He said he did not anticipate the full \$21,000 would be needed.

With no additional questions or comments, Vice Mayor Wengert brought the item back to the Council for discussion.

Councilmember Hughes moved to authorize the 2018-19 Budget Amendments to Appropriate/Re-Appropriate Funds. Seconded by Councilmember Aalfs; the motion carried 4-0.

(Agenda Item #6 moved to earlier in the agenda.)

- (7) Report by Town Clerk Consideration of Options for the November 2018 Election
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving Cancelling the November 2018 General Election and Appointing the Three Nominees to Fill the Three Vacancies on the Town Council (Resolution No. 2782-2018)

Town Clerk Hanlon said that at the close of the candidate filing period (August 10, 2018) incumbents Maryann Derwin, Craig Hughes, and John Richards qualified for the three open seats on the Town Council to be filled at the November 6, 2018, election. She explained that the Council now has the option to cancel the election and appoint the three candidates or to continue the election, allowing for the possibility of a write-in candidate. Staff requested the Town Council consider the options regarding the November 6, 2018, election, as detailed in the staff report.

Town Attorney Silver said because there is no financial interest in the Council seat it is not considered a conflict of interest and all Councilmembers may participate. The Council discussed the cost savings of not holding an election, possibly allocating that money toward more events such as Coffee with the Mayor and Vice Mayor.

Councilmember Aalfs moved to appoint Maryann Derwin and John Richards to the Town Council for 2018. Seconded by Vice Mayor Wengert; the motion carried 4-0.

Councilmember Aalfs moved to appoint Craig Hughes to the Town Council for 2018. Seconded by Vice Mayor Wengert; the motion carried 3-0-1, with Councilmember Hughes abstaining.

(8) COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

<u>Councilmember Hughes</u> – Attended the August 13 ASCC meeting and a site meeting for a new project on Santa Maria.

Councilmember Derwin – Councilmember Derwin was invited to join the board of "The Foundation for San Mateo County Libraries," a newly-created entity to help libraries in the system who do not have the bandwidth to fundraise. She attended their first meeting but it was cancelled for lack of a quorum. She attended the opening of the new library in Half Moon Bay. She was invited to the "RHNA Credit Sharing Work Group." Their goal is to pilot a program to create a regional fund, get RHNA credits, and build housing. She also attended a San Mateo Countywide Water Coordination Committee meeting where they got an update from the Staff Advisory Team (SAT). She attended, with Town staff, a Cal Water meeting to make a case for piloting a smart water meter program. She attended the August 20 Sustainability & Environmental Resources Committee (SERC) meeting where Assistant to the Town Manager de Garmeaux provided an update about the Cal Water meeting, the microgrid project, and leaf blower flyers. They will be touring the GreenWaste facility on Zanker, the ZWED facility, and the Silicon Water Purification Plant. She also attended the August 22 C/CAG Finance Committee meeting, where they reviewed the quarterly reports.

<u>Councilmember Aalfs</u> – Attended the August 21 Trails & Paths Committee meeting. He said the Ranch is putting signs on the Coal Mine Ridge Trails indicating that the trail easements are on private property. Residents of the Ranch are concerned with people that walk onto private lands that connect to the different trails and the multimodal use that occurs that is not allowed. Town Manager Dennis said the scope of the problem is not yet known and there will be ongoing discussion with the Ranch regarding this issue. In response to Councilmember Hughes' question, Town Attorney Silver said a fee owner may not impair use of a trail easement. Councilmember Aalfs said the Town Hike will be held on November 3. Councilmember Aalfs said the PCI met with Moody's, pursuing a credit rating. He said they also discussed a possible PCE rate change, rebates, etc.

<u>Vice Mayor Wengert</u> – None to report.

Town Manager Report – Town Manager Dennis reported that because of the three burglaries that took place over the weekend, additional patrol is being provided by the Sheriff's Office and an additional ALPR camera system will be placed on Westridge. He reported that the Portola Valley School District, Woodside Priory, and the Town will share the cost of a crossing guard in two locations – at Portola and Brookside in the afternoon and Portola and Alpine in the morning. The Finance Committee is scheduling an upcoming meeting to discuss a few items, including looking into banking options. There will be an all-committee meeting in October. Town Hall will be closed Wednesday, August 29, for a staff development day, focusing on communications. Town Manager Dennis will be scheduling a meet and greet with the community for the new Planning Director and Finance Director. He is talking with the Fire District to better coordinate development issues – such as the Fire District requiring removal of vegetation that was Townapproved for screening. Due to lack of a quorum, the ADU study session with the Planning Commission scheduled for September 19 will be rescheduled to a special meeting within the same timeframe.

WRITTEN COMMUNICATIONS

- (10) <u>Town Council Digest</u> August 9, 2018None.
- (11) Town Council Digest August 16, 2018

ADJOURNMENT [9:38 p.m.]	
Vice Mayor Wengert adjourned the meeting.	

Mayor

#4 – Bay Area Air Quality Management District with Request for Support for "Diesel Free by '33" Campaign. Town Manager Dennis noted this item will come before the Council at its September 13 meeting.

Town Clerk

09/12/18

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Date: 09/06/2018

Time: 2:19 pm TOWN OF PORTOLA VALLEY Page: 1 Vendor Name Invoice Description1 Ref No. Discount Date Vendor Name Line 2 Invoice Description2 PO No. Pay Date Due Date Vendor Number Taxes Withheld Vendor Address Check Date Bank Check No. Discount Amount State/Province Zip/Postal Invoice Number **Check Amount** ALLIED LANDSCAPE Field Maintenance/Insecticide 20157 09/12/2018 09/12/2018 5542 MONTEREY ROAD SUITE 277 0695 09/12/2018 0.00 SAN JOSE BOA 53021 09/12/2018 0.00 CA 95138 21045 782.00 **GL Number** Description Invoice Amount Amount Relieved 05-58-4240 782.00 0.00 Parks & Fields Maintenance Check No. 53021 Total: 782.00 Total for ALLIED LANDSCAPE 782.00 ANIMAL DAMAGE MGMT INC July/August Pest Control 20187 09/12/2018 09/12/2018 16170 VINEYARD BLVD. #150 804 09/12/2018 0.00 MORGAN HILL BOA 53022 09/12/2018 0.00 CA 95037 64294, 67767, 65604, 69282 775.00 GL Number Description Invoice Amount Amount Relieved 05-58-4240 Parks & Fields Maintenance 75.00 0.00 05-66-4342 Landscape Supplies & Services 700.00 0.00 Check No. 53022 Total: 775.00 775.00 ANIMAL DAMAGE MGMT INC Total for ARC Permit Plan Copies 20132 09/12/2018 09/12/2018 P.O. BOX 192224 0112 09/12/2018 0.00 SAN FRANCISCO BOA 53023 09/12/2018 0.00 CA 94119-2224 1983716 113.76 GL Number Amount Relieved Description Invoice Amount 05-64-4308 Office Supplies 113.76 0.00 Check No. 53023 Total: 113.76 Total for ARC 113.76 Refund Deposit, 15 Franciscan **BAY AREA CUSTOM HOMES** 20133 09/12/2018 09/12/2018 611 INDUSTRIAL ROAD #1 0820 09/12/2018 0.00 SAN CARLOS BOA 53024 09/12/2018 0.00 CA 94070 1,000.00 **GL Number** Description Invoice Amount Amount Relieved 96-54-4205 C&D Deposit 1,000.00 0.00 Check No. 53024 Total: 1,000.00 Total for BAY AREA CUSTOM HOMES 1,000.00

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Date: 09/06/2018 2:19 pm Time: TOWN OF PORTOLA VALLEY Page: 2 Invoice Description1 Ref No. Discount Date Vendor Name Invoice Description2 PO No. Pay Date Vendor Name Line 2 Due Date Vendor Number Taxes Withheld Vendor Address Check Date Bank Check No. Discount Amount State/Province Zip/Postal Invoice Number **Check Amount** CALIFORNIA WATER SERVICE CO Water Service 7/11/18-8/9/18 09/12/2018 20183 09/12/2018 3525 ALAMEDA DE LAS PULGAS 0011 09/12/2018 0.00 MENLO PARK BOA 53026 09/12/2018 0.00 CA 94025844 14,825.80 **GL Number** Description Invoice Amount Amount Relieved 05-64-4330 Utilities 14,825.80 0.00 53026 Check No. Total: 14.825.80 Total for CALIFORNIA WATER SERVICE CC 14,825.80 **CALPERS** July Retirement - PEPRA 20185 09/12/2018 FISCAL SERVICES DIVISION 09/12/2018 ATTN: RETIREMENT PROG ACCTG 0107 09/12/2018 0.00 **SACRAMENTO** BOA 53027 09/12/2018 0.00 CA 94229-2703 100000015320253 3,380.62 **GL Number** Description Invoice Amount Amount Relieved PERS Payroll 1,613.88 0.00 05-00-2522 05-50-4080 Retirement - PERS 1,766.74 0.00 53027 Check No. 3,380.62 Total: **CALPERS** GASB 68 Reports & Schedules 20178 09/12/2018 FISCAL SERVICES DIVISION 09/12/2018 ATTN: RETIREMENT PROG ACCTG 0107 09/12/2018 0.00 **SACRAMENTO BOA** 53028 09/12/2018 0.00 CA 94229-2703 100000015403690 700.00 **GL Number** Description Invoice Amount Amount Relieved 05-54-4180 Accounting & Auditing 700.00 0.00 Check No. 53028 Total: 700.00 **CALPERS** July Retirement - Classic 20184 09/12/2018 FISCAL SERVICES DIVISION 09/12/2018 ATTN: RETIREMENT PROG ACCTG 0107 09/12/2018 0.00 53029 **SACRAMENTO** BOA 09/12/2018 0.00 100000015320234 CA 94229-2703 15,111.26 **GL Number** Description Invoice Amount Amount Relieved 05-00-2556 Arrears Svc Cr 107.38 0.00 05-50-4080 Retirement - PERS 15,003.88 0.00 53029 Check No. Total: 15,111.26 Total for **CALPERS** 19,191.88 CAL-RECYCLE Return Unspent Funds, 20174 09/12/2018 BevRecycle Program FY 15-16 09/12/2018 ACCOUNTING OFFICE 09/12/2018 0.00 0826 SACRAMENTO BOA 53025 09/12/2018 0.00 CA 95812 5,000.00

Invoice Amount

5.000.00

Amount Relieved

0.00

GL Number

08-56-4222

Description

BevRcycleComServ

09/12/18

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Date: 09/06/2018

Time: 2:19 pm TOWN OF PORTOLA VALLEY Page: 3 Vendor Name Invoice Description1 Ref No. Discount Date Vendor Name Line 2 Invoice Description2 PO No. Pay Date Due Date Vendor Number Taxes Withheld Vendor Address Bank Check No. Check Date Discount Amount State/Province Zip/Postal Invoice Number **Check Amount** _____ 53025 Check No. 5,000.00 Total: Total for CAL-RECYCLE 5,000.00 09/12/2018 CAPTUREPOINT.COM Recreation Software, Annual 20134 Subscription & Instructor Site 09/12/2018 PO BOX 628 0611 09/12/2018 0.00 RIDGEWOOD BOA 53030 09/12/2018 0.00 NJ 07451 SI-05467 3,248.00 Amount Relieved **GL Number** Description Invoice Amount 3,248.00 05-64-4311 Software & Licensing 0.00 Check No. 53030 Total: 3,248.00 CAPTUREPOINT.COM Total for 3,248.00 CARLA WRAY PIANO SERVICE Piano Tuning, Community Hall 20173 09/12/2018 09/12/2018 263 MARGARITA AVENUE 0368 09/12/2018 0.00 PALO ALTO BOA 53031 09/12/2018 0.00 CA 94306 4406 110.00 **GL Number** Description Invoice Amount Amount Relieved 05-66-4341 Community Hall 110.00 Check No. 53031 Total: 110.00 CARLA WRAY PIANO SERVICE 110.00 Total for 09/12/2018 CITY OF PACIFICA Dinner/Mtg. Derwin 20135 09/12/2018 ATTN: KATHY O'CONNELL 764 09/12/2018 0.00 **PACIFICA BOA** 53032 09/12/2018 0.00 CA 94044 55.00 **GL** Number Description Invoice Amount Amount Relieved 05-64-4327 Educ/Train: Council & Commissn 55.00 0.00 Check No. 53032 Total: 55.00 Total for CITY OF PACIFICA 55.00 COMCAST WiFi, 8/21/18 -9/20/18 20136 09/12/2018 09/12/2018 P.O. BOX 34744 0045 09/12/2018 0.00 **SEATTLE** BOA 09/12/2018 0.00 53033 WA 98124-1227 126.16 **GL Number** Description Invoice Amount Amount Relieved 05-64-4318 Telephones 126.16 0.00 Check No. 53033 Total: 126.16 COMCAST Total for 126.16

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2:19 pm Time: TOWN OF PORTOLA VALLEY Page: 4 Invoice Description1 Ref No. Discount Date Vendor Name Invoice Description2 PO No. Pay Date Vendor Name Line 2 Due Date Vendor Number Taxes Withheld Vendor Address Check Date Bank Check No. Discount Amount State/Province Zip/Postal Invoice Number **Check Amount COSMOS ROOFING** Refund Deposit, 3 Hillbrook Dr 20137 09/12/2018 09/12/2018 1901 MIDDLEFIELD WAY STE. 4 826 09/12/2018 0.00 MOUNTAIN VIEW BOA 53034 09/12/2018 0.00 CA 94043 866.67 **GL Number** Description Invoice Amount Amount Relieved 96-54-4205 C&D Deposit 0.00 866.67 Check No. 53034 Total: 866.67 866.67 Total for **COSMOS ROOFING CROWN CASTLE** Refund Deposit, 302 Portola 20138 09/12/2018 09/12/2018 2000 0817 09/12/2018 0.00 CANONSBURG BOA 53035 09/12/2018 0.00 PA 15317 7,500.00 **GL Number** Description Invoice Amount Amount Relieved 96-54-4207 Deposit Refunds, Other Charges 7,500.00 0.00 53035 Check No. Total: 7,500.00 Total for CROWN CASTLE 7,500.00 **ERGOVERA** Ergonomic Evaluations, Report/ 20176 09/12/2018 Research 00006576 09/12/2018 P.O. BOX 1000 0454 09/12/2018 0.00 **FELTON** BOA 53036 09/12/2018 0.00 CA 95018 2909 937.50 **GL Number** Description Invoice Amount Amount Relieved 05-64-4312 Office Equipment 937.50 937.50 53036 Check No. Total: 937.50 **ERGOVERA** 937.50 Total for EXCEL LD August Telephone LD Service 20139 09/12/2018 09/12/2018 PO BOX 660343 0806 09/12/2018 0.00 **DALLAS** BOA 53037 09/12/2018 0.00 TX 75266 1174291327 16.74 **GL Number** Description Invoice Amount Amount Relieved 05-64-4318 Telephones 0.00 16.74 Check No. 53037 Total: 16.74 Total for **EXCEL LD** 16.74 **FEDEX** Shipping Charges, Admin/ 20140 09/12/2018 Applicant Charges 09/12/2018 P.O. BOX 7221 0066 09/12/2018 0.00 **PASADENA** BOA 53038 09/12/2018 0.00 CA 91109-7321 6-278-59674 55.39 GL Number Description Invoice Amount Amount Relieved

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Time: 2:19 pm TOWN OF PORTOLA VALLEY Page: 5 Vendor Name Invoice Description1 Ref No. Discount Date Vendor Name Line 2 Invoice Description2 PO No. Pay Date Due Date Vendor Number Taxes Withheld Vendor Address Check Date Discount Amount Bank Check No. City State/Province Zip/Postal Invoice Number Check Amount 05-64-4308 Office Supplies 0.00 16.57 Deposit Refunds, Other Charges 96-54-4207 38.82 0.00 Check No. 53038 55.39 Total: Total for **FEDEX** 55.39 GIRL SCOUT TROOP #62216 Refund Deposit, Troop Meeting 20181 09/12/2018 09/12/2018 0827 09/12/2018 0.00 PORTOLA VALLEY BOA 53039 09/12/2018 0.00 CA 94028 250.00 **GL Number** Description Invoice Amount Amount Relieved 05-00-2561 Community Hall Deposits 250.00 0.00 Check No. 53039 250.00 Total: Total for GIRL SCOUT TROOP #62216 250.00 **KYLIE HARRIS** Refund Deposit, Event 8/26/18 20175 09/12/2018 09/12/2018 291 GEORGIA LANE 0821 09/12/2018 0.00 PORTOLA VALLEY BOA 53040 09/12/2018 0.00 CA 94028 100.00 **GL** Number Description Invoice Amount Amount Relieved 05-00-2562 Field Deposits 100.00 0.00 53040 Check No. Total: 100.00 Total for **KYLIE HARRIS** 100.00 HAYWARD LUMBER CO Lumber for ROW Repair 20177 09/12/2018 09/12/2018 0.00 **429 FRONT STREET** 1237 09/12/2018 **SALINAS BOA** 53041 09/12/2018 0.00 CA 93901-3609 37164950-00 97.93 **GL Number** Description Invoice Amount Amount Relieved 20-60-4264 ROW Tree Trimming & Mowing 97.93 0.00 Check No. 53041 Total: 97.93 Total for HAYWARD LUMBER CO 97.93 SIMONE HEDINGER Refund Deposit, Event 8/20/18 20141 09/12/2018 09/12/2018 725 PORTOLA ROAD 0410 09/12/2018 0.00 PORTOLA VALLEY BOA 53042 09/12/2018 0.00 CA 94028 250.00 **GL Number** Description Invoice Amount Amount Relieved 05-00-2561 Community Hall Deposits 250.00 0.00 Check No. 53042 250.00 Total: Total for SIMONE HEDINGER 250.00

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2:19 pm TOWN OF PORTOLA VALLEY Page: 6 Vendor Name Invoice Description1 Ref No. Discount Date Vendor Name Line 2 Invoice Description2 PO No. Pay Date Vendor Number Due Date Taxes Withheld Vendor Address Check Date Discount Amount Bank Check No. State/Province Zip/Postal Invoice Number **Check Amount** HILLYARD, INC Janitorial Supplies 20179 09/12/2018 09/12/2018 P.O. BOX 843025 531 09/12/2018 0.00 KANSAS CITY BOA 53043 09/12/2018 0.00 MO 64184-3025 603131511 & 512, 603122824 946.85 **GL Number** Description Invoice Amount Amount Relieved **Building Maint Equip & Supp** 344.88 0.00 05-66-4340 05-66-4341 Community Hall 300.98 0.00 25-66-4340 **Building Maint Equip & Supp** 300.99 0.00 Check No. 53043 Total: 946.85 Total for HILLYARD, INC 946.85 **HORIZON** Replacement Parts, Irrigation 20162 09/12/2018 System 09/12/2018 P.O. BOX 52758 0289 09/12/2018 0.00 **PHOENIX** BOA 09/12/2018 0.00 53044 AZ 85072-2758 1N354509 244.43 **GL Number** Description Invoice Amount Amount Relieved 05-58-4240 Parks & Fields Maintenance 244.43 0.00 Check No. 53044 Total: 244.43 Total for **HORIZON** 244.43 **ICMA** August Def Comp 20188 09/12/2018 **VANTAGE POINT TFER AGTS-304617** 09/12/2018 C/O M&T BANK 09/12/2018 0.00 0084 BOA **BALTIMORE** 53045 09/12/2018 0.00 MD 21264-4553 3,949.50 **GL Number** Description Invoice Amount Amount Relieved 05-00-2557 Defer Comp 3,949.50 0.00 Check No. 53045 Total: 3,949.50 **ICMA** 3,949.50 Total for IZMIRIAN ROOFING Refund Deposit, 27 Valley Oak 20142 09/12/2018 09/12/2018 229 S. RAILROAD AVE 768 0.00 09/12/2018 SAN MATEO BOA 53046 09/12/2018 0.00 CA 94401 1,000.00 Description GL Number Invoice Amount Amount Relieved 96-54-4205 C&D Deposit 1,000.00 0.00 Check No. 53046 Total: 1,000.00 IZMIRIAN ROOFING 1,000.00 Total for

09/12/18 Date: 09/06/2018 Time: 2:19 pm TOWN OF PORTOLA VALLEY Page: 7 Invoice Description1 Ref No. Discount Date Vendor Name Invoice Description2 PO No. Pay Date Vendor Name Line 2 Vendor Number Due Date Taxes Withheld Vendor Address Check Date Bank Check No. Discount Amount State/Province Zip/Postal Invoice Number **Check Amount** J.W. ENTERPRISES Portable Lavs, 8/30/18-9/26/18 20155 09/12/2018 09/12/2018 1689 MORSE AVE 829 09/12/2018 0.00 **VENTURA** BOA 53047 09/12/2018 0.00 CA 93003 210537 483.96 GL Number Description Invoice Amount Amount Relieved 05-58-4244 Portable Lavatories 483.96 0.00 53047 Check No. Total: 483.96 Total for J.W. ENTERPRISES 483.96 DAVID R. JOHNSON Refund Deposit, Event 08/18/18 20166 09/12/2018 09/12/2018 PO BOX 966 0825 09/12/2018 0.00 MENLO PARK BOA 53048 09/12/2018 0.00 CA 94026 100.00 **GL Number** Description Invoice Amount Amount Relieved 05-00-2562 Field Deposits 100.00 0.00 Check No. 53048 Total: 100.00 Total for DAVID R. JOHNSON 100.00 ZAKIYA KHALFANI Mastering the Communication 20143 09/12/2018 **Process-Staff Training** 09/12/2018 10270 EAST TARON DRIVE #252 0822 09/12/2018 0.00 09/12/2018 **ELK GROVE** BOA 53049 0.00 CA 95757 PV082918 632.50 GL Number Description Invoice Amount Amount Relieved 05-64-4326 **Education & Training** 632.50 0.00 Check No. 53049 Total: 632.50 632.50 Total for ZAKIYA KHALFANI ADAM LAUTNER Refund Deposit, Event 9/2/18 20182 09/12/2018 09/12/2018 30 POSSUM LANE 1461 09/12/2018 0.00 BOA PORTOLA VALLEY 53050 09/12/2018 0.00 CA 94028 100.00 **GL Number** Description Invoice Amount Amount Relieved 05-00-2562 Field Deposits 100.00 0.00 Check No. 53050 Total: 100.00 ADAM LAUTNER 100.00 Total for MUNICIPAL CODE CORPORATION Supplement Copies, Code of 20144 09/12/2018 Ordinances 09/12/2018

P.O. BOX 2235

TALLAHASSEE

GL Number

FL 32316

788

BOA

Description

00315157

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09/12/2018

Amount Relieved

53051

Invoice Amount

0.00

0.00

138.45

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Vendor Name	Invoice Description1		Ref No.	Discount Date	Tago. 0
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		100 45	0.00	Check Amount
05-64-4300	Codification		138.45	0.00	
		Check No.	53051	Total:	138.45
		Total for	MUNICIPAL CO	DE CORPORATION	138.45
NOLTE ASSOCIATES, INC. NV5	Pub Wrks Support, Pedestrian		20158	09/12/2018	
	Plan			09/12/2018	
P.O. BOX 74008680	0104		50050	09/12/2018	0.00
CHICAGO	BOA 97922		53052	09/12/2018	0.00
IL 89193-3243				A 15 " 1	1,121.83
GL Number	Description		Invoice Amount	Amount Relieved	
20-54-4192	Engineer Services		1,121.83	0.00	
NOLTE ASSOCIATES, INC. NV5	2017-18 Resurface Project		20159	09/12/2018	
P.O. BOX 74008680	#2018-PW01 0104			09/12/2018 09/12/2018	0.00
CHICAGO	BOA		53052	09/12/2018	0.00
IL 89193-3243	97909		33032	07/12/2010	1,110.53
GL Number	Description		Invoice Amount	Amount Relieved	1,110.00
05-68-4585	CIPStreetTestingInsp		1,110.53	0.00	
NOLTE ASSOCIATES, INC. NV5	Public Works Support		20190	0.00	
NOETE ASSOCIATES, INC. IVVS	Tublic Works Support		20170	09/12/2018	
P.O. BOX 74008680	0104			09/12/2018	0.00
CHICAGO	ВОА		53052	09/12/2018	0.00
IL 89193-3243	89722				697.53
GL Number	Description		Invoice Amount	Amount Relieved	
05-54-4192	Engineer Services		493.55	0.00	
20-54-4192	Engineer Services		203.98	0.00	
		Check No.	53052	Total:	2,929.89
	- — — — — — -	Total for	NOLTE ASSOC	IATES, INC. NV5	2,929.89
O. NELSON & SON, INC.	Willow Tree Removal-Portola R	d	20160	09/12/2018	
				09/12/2018	
3345 TRIPP ROAD	634			09/12/2018	0.00
WOODSIDE	BOA		53053	09/12/2018	0.00
CA 94062	212				2,000.00
GL Number	Description		Invoice Amount	Amount Relieved	
20-60-4264	ROW Tree Trimming & Mowing		2,000.00	0.00	
		Check No.	53053	Total:	2,000.00
		Total for	O. NELSON & S	ON, INC.	2,000.00
PENINSULA SCREEN SHOP	Window Screen Repair/Maint		20161	09/12/2018	
	Town Hall			09/12/2018	
2127 MIDDLEFIELD RD.	0823			09/12/2018	0.00
REDWOOD CITY	BOA		53054	09/12/2018	0.00
CA 94063	881				2,877.38
GL Number	Description		Invoice Amount	Amount Relieved	
05-66-4340	Building Maint Equip & Supp		2,877.38	0.00	
		Check No.	53054	Total:	2,877.38

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TOWN OF PORTOLA VALLEY					Time: Page:	2:19 pm 9
Vendor Name	Invoice Description1		Ref No.	Discount Date		
Vendor Name Line 2	Invoice Description2		PO No.	Pay Date		
Vendor Address	Vendor Number			Due Date		kes Withheld
City	Bank		Check No.	Check Date		ount Amount
State/Province Zip/Postal	Invoice Number				Ch	neck Amount
	. — — — — — –	Total for	PENINSULA SC	REEN SHOP —— —— ——		2,877.38
PERS HEALTH	September Health		20180	09/12/2018 09/12/2018		
VIA EFT	0108 BOA		53055	09/12/2018 09/12/2018		0.00 0.00
Cl Number	Description		Invoice Amount	Amount Dollovod		15,752.73
GL Number 05-50-4086	Description Health Insurance Medical		Invoice Amount 15,752.73	Amount Relieved 0.00		
00-00-4000	nealth insulance ineulcal		15,752.75	0.00		
		Check No.	53055	Total:		15,752.73
		Total for	PERS HEALTH			15,752.73
PITNEY BOWES INC.	Meter Rental, 5/30/18-8/29/18		20145	09/12/2018 09/12/2018		
PO BOX 371896	0754			09/12/2018		0.00
PITTSBURGH	BOA		53056	09/12/2018		0.00
PA 15250-7896	1008919676		Investor America	A Dallar d		169.65
GL Number 05-64-4314	Description Equipment Services Contracts		Invoice Amount 169.65	Amount Relieved 0.00		
05-04-4514	Equipment Services Contracts	Chaola No				1/0/5
		Check No. Total for	53056 PITNEY BOWES	Total:		169.65
	. — — — — — –			— — — —		. —— —
PLATINUM FACILITY SERVICES	August Janitorial		20156	09/12/2018		
1530 OAKLAND RD., #150	402			09/12/2018 09/12/2018		0.00
SAN JOSE	BOA		53057	09/12/2018		0.00
CA 95112	32772		33031	07/12/2010		4,903.13
GL Number	Description		Invoice Amount	Amount Relieved		,
05-66-4341	Community Hall		4 000 05	0.00		
	Community Hall		1,203.35	0.00		
05-66-4344	Janitorial Services		2,467.64	0.00		
05-66-4344 25-66-4344						
	Janitorial Services	Check No.	2,467.64	0.00		4,903.13
	Janitorial Services	Check No. Total for	2,467.64 1,232.14 53057	0.00		4,903.13
25-66-4344	Janitorial Services		2,467.64 1,232.14 53057	0.00 0.00 Total: ILITY SERVICES 09/12/2018		
25-66-4344 — — — — — — — — — — — — — — PORTOLA VALLEY HARDWARE	Janitorial Services Janitorial Services July Statement		2,467.64 1,232.14 53057 PLATINUM FAC	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018		4,903.13
25-66-4344 — — — — — — — — — — PORTOLA VALLEY HARDWARE 112 PORTOLA VALLEY ROAD	Janitorial Services Janitorial Services July Statement 0114		2,467.64 1,232.14 53057 PLATINUM FAC 20186	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018 09/12/2018		4,903.13
25-66-4344 — — — — — — — — — — — — — — — — — —	Janitorial Services Janitorial Services July Statement		2,467.64 1,232.14 53057 PLATINUM FAC	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018		4,903.13 0.00 0.00
25-66-4344 PORTOLA VALLEY HARDWARE 112 PORTOLA VALLEY ROAD PORTOLA VALLEY	Janitorial Services Janitorial Services July Statement 0114 BOA		2,467.64 1,232.14 53057 PLATINUM FAC 20186	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018 09/12/2018		4,903.13
25-66-4344 PORTOLA VALLEY HARDWARE 112 PORTOLA VALLEY ROAD PORTOLA VALLEY CA 94028	Janitorial Services Janitorial Services July Statement 0114		2,467.64 1,232.14 53057 PLATINUM FAC 20186	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018 09/12/2018 09/12/2018		4,903.13 0.00 0.00
25-66-4344 PORTOLA VALLEY HARDWARE 112 PORTOLA VALLEY ROAD PORTOLA VALLEY CA 94028 GL Number 05-58-4240 05-60-4267	Janitorial Services Janitorial Services July Statement 0114 BOA Description Parks & Fields Maintenance Tools & Equipment		2,467.64 1,232.14 53057 PLATINUM FAC 20186 53058 Invoice Amount 77.45 883.08	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018 09/12/2018 09/12/2018 Amount Relieved 0.00 0.00		4,903.13 0.00 0.00
25-66-4344 PORTOLA VALLEY HARDWARE 112 PORTOLA VALLEY ROAD PORTOLA VALLEY CA 94028 GL Number 05-58-4240	Janitorial Services Janitorial Services July Statement 0114 BOA Description Parks & Fields Maintenance		2,467.64 1,232.14 53057 PLATINUM FAC 20186 53058 Invoice Amount 77.45	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018 09/12/2018 09/12/2018 Amount Relieved 0.00		4,903.13 0.00 0.00
25-66-4344 PORTOLA VALLEY HARDWARE 112 PORTOLA VALLEY ROAD PORTOLA VALLEY CA 94028 GL Number 05-58-4240 05-60-4267	Janitorial Services Janitorial Services July Statement 0114 BOA Description Parks & Fields Maintenance Tools & Equipment		2,467.64 1,232.14 53057 PLATINUM FAC 20186 53058 Invoice Amount 77.45 883.08	0.00 0.00 Total: ILITY SERVICES 09/12/2018 09/12/2018 09/12/2018 09/12/2018 Amount Relieved 0.00 0.00		4,903.13 0.00 0.00

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TOWN OF PORTOLA VALLEY					Page: 10
Vendor Name Vendor Name Line 2	Invoice Description1 Invoice Description2		Ref No. PO No.	Discount Date Pay Date	
Vendor Address	Vendor Number		r o No.	Due Date	Taxes Withheld
City	Bank		Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number				Check Amount
CYNTHIA RICHARDSON dba Richardson Consulting	July Planning Consultant Svcs.		20147	09/12/2018 09/12/2018	
24 CAMPBELL LANE	1250			09/12/2018	0.00
MENLO PARK CA 94025	ВОА		53059	09/12/2018	0.00 11,550.00
GL Number	Description		Invoice Amount	Amount Relieved	
05-54-4196 96-54-4198	Planner Planner - Charges to Appls		1,023.75 10,526.25	0.00 0.00	
		Check No.	53059	Total:	11,550.00
		Total for	CYNTHIA RICHA	ARDSON	11,550.00
RJ DAILEY	Refund Deposit, 330 Golden Hills		20146	09/12/2018 09/12/2018	
401 FIRST STREET	0714			09/12/2018	0.00
LOS ALTOS	BOA		53060	09/12/2018	0.00
CA 94022 GL Number	Description		Invoice Amount	Amount Relieved	1,000.00
96-54-4205	Description C&D Deposit		1,000.00	0.00	
70 01 1200	Cub Bapton	Check No.	53060	Total:	1,000.00
		Total for	RJ DAILEY	i Utai.	1,000.00
ROMERO CONSTRUCTION	Refund Deposit, 90 Iroquois Tr		20148	09/12/2018 09/12/2018	
2995 WOODSIDE ROAD, SUITE 400	0721		=00/4	09/12/2018	0.00
WOODSIDE CA 94062	ВОА		53061	09/12/2018	0.00 4,200.00
GL Number	Description			Amount Relieved	4,200.00
			Invoice Amount	AITIUUTIL INCIICACA	
96-54-4205	C&D Deposit		4,200.00	0.00	
96-54-4205	·	Check No.			4,200.00
96-54-4205	·	Check No. Total for	4,200.00	0.00 Total:	4,200.00 4,200.00
	C&D Deposit		4,200.00 53061 ROMERO CONS	0.00 Total: STRUCTION	
RON RAMIES AUTOMOTIVE, INC.	·		4,200.00 53061	0.00 Total: STRUCTION 09/12/2018	
	C&D Deposit ———————————————————————————————————		4,200.00 53061 ROMERO CONS	0.00 Total: STRUCTION 	4,200.00
RON RAMIES AUTOMOTIVE, INC. 115 PORTOLA ROAD PORTOLA VALLEY	C&D Deposit ———————————————————————————————————		4,200.00 53061 ROMERO CONS	0.00 Total: STRUCTION 09/12/2018 09/12/2018	4,200.00 0.00 0.00
RON RAMIES AUTOMOTIVE, INC. 115 PORTOLA ROAD PORTOLA VALLEY CA 94028	C&D Deposit July Fuel Statement 422 BOA		4,200.00 53061 ROMERO CONS 20163	0.00 Total: STRUCTION 09/12/2018 09/12/2018 09/12/2018 09/12/2018	4,200.00
RON RAMIES AUTOMOTIVE, INC. 115 PORTOLA ROAD PORTOLA VALLEY CA 94028 GL Number	C&D Deposit July Fuel Statement 422 BOA Description		4,200.00 53061 ROMERO CONS 20163 53062 Invoice Amount	0.00 Total: 5TRUCTION 09/12/2018 09/12/2018 09/12/2018 09/12/2018 Amount Relieved	4,200.00 0.00 0.00
RON RAMIES AUTOMOTIVE, INC. 115 PORTOLA ROAD PORTOLA VALLEY CA 94028	C&D Deposit July Fuel Statement 422 BOA	Total for	4,200.00 53061 ROMERO CONS 20163 53062 Invoice Amount 545.88	0.00 Total: 5TRUCTION 09/12/2018 09/12/2018 09/12/2018 09/12/2018 Amount Relieved 0.00	4,200.00 0.00 0.00 545.88
RON RAMIES AUTOMOTIVE, INC. 115 PORTOLA ROAD PORTOLA VALLEY CA 94028 GL Number	C&D Deposit July Fuel Statement 422 BOA Description		4,200.00 53061 ROMERO CONS 20163 53062 Invoice Amount 545.88 53062	0.00 Total: 5TRUCTION 09/12/2018 09/12/2018 09/12/2018 09/12/2018 Amount Relieved	4,200.00 0.00 0.00 545.88

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Vendor Name Vendor Name Line 2 Vendor Address City	Invoice Description1				Page: 11
Vendor Address City			Ref No.	Discount Date	
City	Invoice Description2		PO No.	Pay Date	
	Vendor Number			Due Date	Taxes Withheld
01 1 15 1 71 15 1 1	Bank		Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number		00140	00/10/0010	Check Amount
RR DONNELLEY	Stationery Supplies/Business Cards, L. Russell		20149	09/12/2018 09/12/2018	
PO BOX 932721	582			09/12/2018	0.00
CLEVELAND	BOA		53063	09/12/2018	0.00
OH 44193	187467680, 027074506				348.41
GL Number	Description		Invoice Amount	Amount Relieved	
05-64-4308	Office Supplies		348.41	0.00	
		Check No.	53063	- Total:	348.41
		Total for	RR DONNELLE	Y 	348.41
SAN MATEO LAWNMOWER	Mower Parts		20165	09/12/2018 09/12/2018	
760 S. AMPHLETT BLVD	0412			09/12/2018	0.00
SAN MATEO	BOA		53064	09/12/2018	0.00
CA 94402	183952		33331	07/12/2010	33.78
GL Number	Description		Invoice Amount	Amount Relieved	
05-58-4240	Parks & Fields Maintenance		33.78	0.00	
		Check No.	53064	- Total:	33.78
		Total for	SAN MATEO LA		33.78
SATELLITEPHONESTORE.COM	Annual Service Plan, Satellite		20150	09/12/2018	
ometer in monte of one is own	Phone		00006573	09/12/2018	
2830 SHELTER ISLAND DRIVE	0708			09/12/2018	0.00
SAN DIEGO	BOA		53065	09/12/2018	0.00
CA 92106	100938				719.97
GL Number	Description		Invoice Amount	Amount Relieved	
05-64-4311	Software & Licensing		719.97	759.92	
		Check No.	53065	Total:	719.97
		Total for	SATELLITEPHO	NESTORE.COM	719.97
SCHWAAB INC	Stamp/Stamp Pads		20151	09/12/2018	
DO DOV 2120	0100			09/12/2018	0.00
PO BOX 3128 MILWAUKEE	0120 BOA		53066	09/12/2018 09/12/2018	0.00 0.00
WI 53201-3128	DOA		33000	09/12/2010	98.68
GL Number	Description		Invoice Amount	Amount Relieved	70.00
05-64-4308	Office Supplies		98.68	0.00	
		Chook No		-	
		Check No.	53066	Total:	98.68
		Total for	SCHWAAB INC		98.68
			22155	00/10/2010	
SHARP BUSINESS SYSTEMS	July Copies		20152	09/12/2018	
	•		20152	09/12/2018	0.00
DEPT. LA 21510	0199			09/12/2018 09/12/2018	0.00
	•		20152 53067	09/12/2018	0.00 0.00 230.69

09/12/18

Page 21 Date: 09/06/2018 Time: 2:19 pm Page: 12 Taxes Withheld Discount Amount Check Amount 230.69 Total: 230.69 0.00 0.00 1,800.00 1,800.00 Total: 1,800.00 0.00 0.00 2,483.00 Total: 2,483.00 2,483.00 0.00 0.00 487.50

TOWN OF PORTOLA VALLEY Vendor Name Invoice Description1 Ref No. Discount Date Invoice Description2 PO No. Pay Date Vendor Name Line 2 Vendor Number Due Date Vendor Address Check Date Bank Check No. City State/Province Zip/Postal Invoice Number 05-64-4308 Office Supplies 230.69 0.00 Check No. 53067 SHARP BUSINESS SYSTEMS Total for SIEGEL & STRAIN ARCHITECTS **PVTC Master Plan Consultant** 20153 09/12/2018 Services 09/12/2018 1295 - 59TH STREET 813 09/12/2018 **EMERYVILLE** BOA 09/12/2018 53068 CA 94608 1807028 GL Number Description Invoice Amount Amount Relieved 05-54-4214 Miscellaneous Consultants 1,800.00 0.00 53068 Check No. Total for SIEGEL & STRAIN ARCHITECTS SMALL BUSINESS BENEFIT PLAN TR Dental/Vision, Sept 2018 20154 09/12/2018 09/12/2018 0132 09/12/2018 09/12/2018 **BELMONT** BOA 53069 CA 94002-0156 GL Number Description Invoice Amount Amount Relieved 05-50-4090 Health Ins Dental & Vision 2,483.00 53069 Check No. Total for SMALL BUSINESS BENEFIT PLAN SMITH'S GOPHER TRAPPING SVC Field Inspection/Trapping 20164 09/12/2018 Pest Control 09/12/2018 PO BOX 112104 0824 09/12/2018 **CAMPBELL BOA** 53070 09/12/2018 CA 95011 47112 GL Number Description Invoice Amount Amount Relieved 05-58-4240 Parks & Fields Maintenance 243.75 0.00 05-66-4342 Landscape Supplies & Services 243.75 0.00 Check No. 53070 Total: 487.50 Total for SMITH'S GOPHER TRAPPING SVC 487.50 SPRING RIDGE LLC Refund Deposit, 555 Portola 20189 09/12/2018 09/12/2018 555 PORTOLA ROAD 0152 09/12/2018 0.00 PORTOLA VALLEY BOA 09/12/2018 0.00 53071 CA 94028 435.10 **GL Number** Description Invoice Amount Amount Relieved 96-54-4207 Deposit Refunds, Other Charges 435.10 0.00 Check No. 53071 Total: 435.10 Total for SPRING RIDGE LLC 435.10

09/12/18

Page 22
Date: 09/06/2018

2:19 pm Time: TOWN OF PORTOLA VALLEY Page: 13 Vendor Name Invoice Description1 Ref No. Discount Date Invoice Description2 PO No. Pay Date Vendor Name Line 2 Vendor Number Due Date Taxes Withheld Vendor Address Bank Check No. Check Date Discount Amount State/Province Zip/Postal Invoice Number **Check Amount** STANDARD INSURANCE CO. Ltd/Life Premium 20167 09/12/2018 09/12/2018 PO BOX 5676 0469 09/12/2018 0.00 **PORTLAND** BOA 09/12/2018 53072 0.00 OR 97228 603.28 GL Number Description Invoice Amount Amount Relieved 05-50-4091 Long Term Disability Insurance 603.28 0.00 Check No. 53072 Total: 603.28 Total for STANDARD INSURANCE CO. 603.28 STAPLES CREDIT PLAN Office Supplies 20168 09/12/2018 09/12/2018 DEPT. 31 - 0000306219 430 09/12/2018 0.00 **PHOENIX** BOA 53073 09/12/2018 0.00 AZ 85062-8004 96.00 **GL Number** Description Invoice Amount Amount Relieved 05-64-4308 96.00 Office Supplies 0.00 53073 Check No. Total: 96.00 Total for STAPLES CREDIT PLAN 96.00 STATE COMP INSURANCE FUND 20169 09/12/2018 August Premium 09/12/2018 PO BOX 748170 0122 09/12/2018 0.00 LOS ANGELES BOA 09/12/2018 53074 0.00 CA 90074-8170 2,689.25 **GL Number** Description Invoice Amount Amount Relieved 05-50-4094 Worker's Compensation 2,689.25 0.00 Check No. 53074 Total: 2,689.25 Total for STATE COMP INSURANCE FUND 2.689.25 TOTLCOM, INC. Annual Svc Contract, 10/1/18-20170 09/12/2018 09/30/2019 09/12/2018 65 HANGAR WAY 349 09/12/2018 0.00 WATSONVILLE BOA 53075 09/12/2018 0.00 CA 95076 273988 862.00 **GL Number** Description Invoice Amount Amount Relieved 05-64-4314 **Equipment Services Contracts** 862.00 0.00 Check No. 53075 Total: 862.00 TOTLCOM, INC. Total for 862.00 TYLER TECHNOLOGIES INC EnerGov, Software Support & 20171 09/12/2018 Maintenance 10/1/18-9/30/19 09/12/2018 P.O. BOX 203556 0240 09/12/2018 0.00 DALLAS BOA 53076 09/12/2018 0.00 TX 75247-8142 025-232401 5,995.19

09/12/18

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Less Hand Check Total:

Outstanding Invoice Total:

Date:

09/06/2018

0.00

127,455.48

Time: 2:19 pm TOWN OF PORTOLA VALLEY Page: 14 Invoice Description1 Ref No. Discount Date Vendor Name Invoice Description2 PO No. Pay Date Vendor Name Line 2 Vendor Number Due Date Taxes Withheld Vendor Address Check Date Bank **Discount Amount** Check No. City Zip/Postal State/Province Check Amount Invoice Number **GL Number** Description Invoice Amount Amount Relieved 05-64-4311 Software & Licensing 5,995.19 0.00 Check No. 53076 Total: 5,995.19 Total for TYLER TECHNOLOGIES INC 5,995.19 August Cellular/ALPR Sim Cards **VERIZON WIRELESS** 20172 09/12/2018 Equip Purchase, L. Russell 09/12/2018 P.O. BOX 660108 0131 09/12/2018 0.00 DALLAS BOA 53077 09/12/2018 0.00 TX 75266-0108 9813472958 736.17 **GL** Number Description Invoice Amount Amount Relieved 05-64-4318 Telephones 736.17 0.00 Check No. 53077 Total: 736.17 VERIZON WIRELESS 736.17 Total for Grand Total: 127,455.48 Less Credit Memos: 0.00 Total Invoices: 59 Net Total: 127,455.48

TOWN OF PORTOLA VALLEY

Warrant Disbursement Journal September 12, 2018

Claims totaling \$127,455.48 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 Signed and sealed this (Date)	e claims are hereby approved and allowed for payment.
Sharon Hanlon, Town Clerk	Mayor



TOWN OF PORTOLA VALLEY TOWN ATTORNEY REPORT

TO: Mayor and Members of the Town Council

FROM: Cara Silver, Town Attorney

DATE: September 12, 2018

RE: Second Reading and Adoption of Ordinance Amending 8.26 of Portola

Valley Municipal Code to prohibit sale of flavored tobacco products and

prohibiting pharmacies from selling tobacco products.

RECOMMENDATION

Staff recommends that the Town Council:

- Waive the full reading and adopt an ordinance amending Section 8.26.010 and 8.26.020 of the Portola Valley Municipal Code to add a prohibition on sales of flavored tobacco products and pharmacy sales of tobacco products through incorporating by reference Chapter 4.99 of the San Mateo County Ordinance Code and authorizing County enforcement (Attachment A); and
- 2. Find this action exempt under the California Environmental Quality Act.

BACKGROUND

On June 19, 2018, the Board of Supervisors of the County of San Mateo passed an ordinance prohibiting the sale of flavored tobacco products and prohibiting pharmacies from selling any tobacco product as codified in Chapter 4.99 of the County Ordinance.

Following the County's adoption of the flavored tobacco ordinance, County staff approached the Town and offered to provide enforcement services should the Town Council elect to incorporate the County's flavored tobacco ban. On August 22, 2018, the Town Council introduced an ordinance incorporating by reference the County's flavored tobacco ban and authorizing County enforcement of such ban.

DISCUSSION

At the August 22 hearing, the Town Council directed one modification to the ordinance: removal of a provision that would automatically incorporate by reference all County amendments to Title 4 of the County Code. The Council reasoned that it would be helpful for community outreach and engagement to have local hearings before implementing additional future changes to tobacco regulation. The attached ordinance incorporates this procedural change. Since the change does not impact the substance of the regulation a re-introduction is not required.

Following the Town's adoption of the ordinance, the County has offered to perform outreach to the affected retailer.

The effective date of the proposed ordinance amendments is January 1, 2019, to align with the effective date of the County Ordinance and to permit pre-implementation outreach.

FISCAL IMPACT

There is a nominal impact of this ordinance as enforcement will be performed by the County.

ENVIRONMENTAL REVIEW

This project is not subject to review under Section 15061 of the California Environmental Quality Act Guidelines in that it is not reasonably foreseeable that it will have a significant impact on the environment.

ATTACHMENT

1. Ordinance Amending Chapter 8.26 [Tobacco Retailer Permit] of Title 8 [Health and Safety] of the Portola Valley Municipal Code

Approved by: Jeremy Dennis, Town Manager

ORDINANCE NO. 2018 - ____

ORDINANCE AMENDING CHAPTER 8.26 [TOBACCO RETAILER PERMIT] OF TITLE 8 [HEALTH AND SAFETY] OF THE PORTOLA VALLEY MUNICIPAL CODE

WHEREAS, in 2008, the Town Council of the Town of Portola Valley ("Town") adopted by reference the County of San Mateo Tobacco Retailer Permit Ordinance codified in Chapter 4.98 of the San Mateo County Ordinance Code and authorized enforcement by San Mateo County Personnel;

WHEREAS, tobacco use remains the leading cause of preventable death in the United States, killing more than 480,000 people each year. It causes and contributes to many forms of cancer, as well as heart and respiratory diseases among other health disorders; and

WHEREAS, tobacco use remains a public health crisis of the first order, in terms of the human suffering and loss of life it causes, the financial costs it imposes on society, and the burdens it places on our healthcare system. The financial cost of tobacco use in San Mateo County alone amounts to over \$575 million in direct health care expenses over the 5-year period from 2006-2010; and

WHEREAS, flavored tobacco products are commonly sold by California tobacco retailers. For example, 76% of tobacco retailers located within 1,000 feet of schools in San Mateo County sell flavored tobacco products other than menthol cigarettes, and nearly all of them sell menthol cigarettes; and

WHEREAS, flavored tobacco products promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products; and

WHEREAS, by selling tobacco products, pharmacies reinforce positive social perceptions of smoking, convey tacit approval of tobacco use, and send a message that it is not dangerous to smoke; and

WHEREAS, the Tobacco and Education Research Oversight Committee for California, as well as the American Pharmacists Association, the California Pharmacists Association, and the California Medical Association have called for the adoption of state and local pharmacy prohibitions of tobacco sales in drug stores and pharmacies; and

WHEREAS, on June 19, 2018, the Board of Supervisors of the County of San Mateo passed a related ordinance prohibiting the sale or offer for sale of flavored tobacco products and prohibiting pharmacies from selling or offering for sale any tobacco product as codified in Chapter 4.99 of the San Mateo County Ordinance Code; and

WHEREAS, the Town Council now desires to amend Chapter 8.26 to incorporate by reference Chapter 4.99 of the San Mateo County Ordinance Code and any future amendments to Title 4 of the County Ordinance Code regulating sale of tobacco products.

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

1. <u>AMENDMENT OF CODE</u>. Chapter 8.26 [TOBACCO RETAILER PERMIT] of Title 8 [HEALTH AND SAFETY] of the Portola Valley Municipal Code is hereby amended to read as follows:

8.26.010 - Adoption of County of San Mateo Tobacco Retailer Permit Ordinance Code <u>and Sales of Flavored Tobacco Products and Pharmacy Sales of Tobacco Products Prohibited Ordinance Code.</u>

Chapter 4.98 "Tobacco Retailer Permit" and Chapter 4.99 "Sales of Flavored Tobacco Products and Pharmacy Sales of Tobacco Products Prohibited" of Title 4 of the San Mateo County Ordinance Code, and any amendment thereto, are hereby adopted and made effective in the town. Certified copies of Chapter 4.98 and 4.99 of Title 4, as adopted hereby, have been deposited with the town clerk, and shall be at all times maintained by the town clerk for use and examination by the public.

8.26.020 - Authorization of enforcement by San Mateo County Personnel. The County of San Mateo, its officers, employees and agents are hereby authorized to enforce, on behalf of the town, Chapter 4.98 "Tobacco Retailer Permit" and Chapter 4.99 "Sales of Flavored Tobacco Products and Pharmacy Sales of Tobacco Products Prohibited" of Title 4 of the San Mateo County Ordinance Code, and any amendments thereto, within the jurisdiction areas of the town. Such enforcement authority includes, but is not limited to, the collection of fees and fines, expending such revenue in the enforcement of the tobacco retailer requirements, holding hearings, suspending permits and issuing administrative fines.

- 2. <u>SEVERABILITY</u>. 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.
- 3. <u>ENVIRONMENTAL REVIEW</u>. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") because 1) it is not a project as defined by CEQA Guidelines Section 15378 as it will not result in any direct or indirect physical change in the environment; and 2) it addresses the ministerial issuance of and compliance with a business license or permit and is therefore statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15268.
- 4. <u>EFFECTIVE DATE; POSTING</u>. This ordinance is to be in effect 30 days after the date of its adoption and shall be posted within the Town in three public places. However, its provisions shall not become enforceable until January 1, 2019. INTRODUCED:

PASSED:		
AYES:		
NOES:		
ABSTENTIONS:		
ABSENT:		
ATTEST		
	Ву:	
Town Clerk	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: September 12, 2018

RE: Support for California Clean Air Day

RECOMMENDATION

Staff recommends that the Town Council adopt a resolution in support of California Clean Air Day.

BACKGROUND

The Coalition for Clean Air is California non-profit that "protects public health, improves air quality, and prevents climate change". Its Board is made up of a variety of business leaders, former elect officials, environmental organizations and others. The Coalition supports a number of climate change and clean energy endeavors, local "clean air" initiatives", and public education programming.

DISCUSSION

Among the activities the Coalition sponsors is the annual "California Clean Air Day", who's sponsors include health care, transit, transportation, energy and affiliated sectors. Mayor Richards was contacted by a representative of the "California Clean Air Day" efforts (scheduled for October 3rd) to inquire to the Town's desire to signal support.

Staff has drafted a resolution of support for "California Clean Air Day" (Attachment 1). Support for the "Day' aligns with the Town's consistent support for sustainable/environmental endeavors to reduce greenhouse gas emissions and safeguard the natural environment.

FISCAL IMPACT

None.

ATTACHMENT

1. Draft Resolution, California Clean Air Day

Approved by: Jeremy Dennis, Town Manager

RESOLUTION NO. -2018

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY IN SUPPORT OF CALIFORNIA CLEAN AIR DAY

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the most polluted regions in the United States; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of residents, employees, and visitors of the Town of Portola Valley; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 3, 2018; and

WHEREAS, the Town of Portola Valley is committed to the health of our residents, workforce, visitors, and community at large; and

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Portola Valley that October 3, 2018 be declared "Clean Air Day" in the City, and we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

PASSED AND ADOPTED this 12th day of September, 2018

	By:
	John Richards, Mayor
ATTEST:	
Sharon Hanlon, Town Clerk	

There are no written materials for Microgrid presentation



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Brandi de Garmeaux, Assistant to the Town Manager

DATE: September 12, 2018

RE: Adoption of a Resolution Authorizing Website Development Services for

the Town

RECOMMENDATION

Staff recommends that the Town Council approve the attached Resolution (Attachment 1) authorizing execution of the Master Services Agreement (Agreement - Attachment 2) between the Town of Portola Valley and Vision Technology Solutions, LLC (Vision) for website development services.

BACKGROUND

The Town has contracted with Vision Technology Solutions, LLC (Vision) to provide website development services since July 2008, including the initial design and development of the current website. In September 2013, the Agreement was amended to move the Town onto the visionLive Content Management System (CMS), which provided advanced tools and features for greater flexibility, and added a provision for website redesign services at the conclusion of year four of an uninterrupted service agreement.

Staff has worked directly with Vision since 2008 to utilize their CMS to provide information and services to town residents. During that time the model for website design and updating has changed dramatically. As reflected in the current Agreement, the previous model was to complete major website redesigns after several years; whereas, the new model is to update website design dynamically to meet the present needs and demands.

Over the past ten years, Staff has maintained a productive working relationship with Vision and has been pleased with their service and responsiveness. There have been very few issues or downtown with the website and Vision has communicated and resolved those issues effectively and in a timely manner. In addition, Staff regularly utilizes their Tech Support line to get immediate resolution to any issues or questions within the CMS (including after-hours support).

At its ten-year birthday, the website is due for a design refresh, as well as work on the backend to make the site easier for the average CMS user to update. In addition, Federal laws regarding website accessibility (e.g., visually impaired users) are beginning to filter

down to local government and the Town needs to demonstrate effort in meeting these requirements. The current Agreement with Vision expires on September 23, 2018. Staff has been researching and analyzing the options and services available from Vision, and weighing them against the options available within the new Website Accessibility software, to address these diverse needs and propose the most comprehensive and cost-efficient package for the Town.

DISCUSSION

The attached "Master Services Agreement" (Attachment 2) includes the following elements:

- Website Redesign/Refresh
- Subscription to the visionLive Plus Edition
- One-time 8-hour CMS and Website Accessibility Training
- Sitemap Consultation to create new website sitemap and navigational structure

Staff is recommending the purchase the visionLive Plus Edition, which is \$2,100 more annually than the visionLive Standard Edition (comparison in Attachment 2, Addendum B). The visionLive Plus Edition includes additional features that will improve the versatility and functionality of the website. Two examples of this are the semi-annual Health Check (see list below) and the unlimited Subsite Builder, which would allow sites that have traditionally been hosted outside of the Town's website to exist within it (e.g., Flight Night). In addition, the visionLive Plus Edition includes an additional ten hours of Site Development Credits that can be used as needed to make dynamic changes to the website or banked for future use.

Website Redesign/Refresh

The new Agreement includes website design/refresh, which will result in a cleaner, more user-friendly website, but will also inherently address some of the website accessibility requirements around color and design. In addition, the use of the new Accela engagement App requires direct links to our website, and the cleaner look of the redesign will result in a better user experience.

Health Check Includes:

- Site Linking (Google broken links report with URLs)
- Search Terms (most commonly searched terms)
- Menu Performance (screen shots and click percentages for how often people are looking at individual pages from the menu)
- Heatmapping (where people click and hover on the homepage)
- Homepage Recommendations

Sitemap Consultation

The Sitemap Consultation in the first year of the Agreement includes a re-design of the main Navigation Bar on the homepage, including converting the Navigation Bar to text (rather than images) so that Staff can make internal changes to respond to present needs (e.g. creating a Public Works Tab, which is not currently possible without enlisting Vision).

The Consultation also includes simplifying the navigational structure on the backend, which will make posting by the average CMS user more straightforward.

The upgrade to the visionLive Plus Edition also includes features that were duplicative in the budgeted for Website Accessibility Software package, which will now be purchased for \$3,200, rather than the budgeted for \$6,500, by removing those duplicative features.

SUMMARY

The Agreement has been reviewed by the Town Attorney and the Town's insurance provider. With their input, the Agreement was modified to include clarity of cost and services, as well as add additional protections for Cyber Security. In addition, the Town's IT Consultant reviewed the contract to ensure adequate provisions for browser updates and storage, and compared it against the City of Redwood City's Agreement with Vision (Redwood City has already migrated to the upgraded platform).

Vision has a long-standing expertise in government websites and citizen engagement, as well as an established and demonstrated working relationship with the Town. To maintain this continuity of service and improve the Town's community engagement through upgrades to the website and services provided with visionLive Plus Edition, Staff recommends that the Council approve the attached Resolution and Agreement.

FISCAL IMPACT

As mentioned above, Staff is proposing that the Town purchase the Plus Edition of visionLive, which is \$9,200 for the first year and then increases 3.5% per year over the five-year Agreement (Staff negotiated the annual increase down from 5% per year).

The approved Fiscal Year 2018-19 budget included \$6,800 for website development services and \$6,500 for new Website Accessibility software. Eliminating the redundant features from the Website Accessibility software reduces its cost to \$3,200, and the \$3,300 difference will be used to cover the additional \$2,400 for the upgrade to the visionLive Plus Edition.

ATTACHMENTS

- Resolution of the Town of Portola Valley Approving and Authorizing Execution of an Agreement between the Town of Portola Valley and Vision Technology Solutions, LLC
- Master Services Agreement for Website Development Services

Approved by: Jeremy Dennis, Town Manager

RESOLUTION NO. _____-2018

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING **EXECUTION OF AN AGREEMENT BETWEEN THE** TOWN OF PORTOLA VALLEY AND VISION TECHNOLOGY SOLUTIONS, LLC

WHEREAS, the Town Council of the Town of Portola Valley has read and considered that certain Master Services Agreement ("Agreement") between the Town and Vision Technology Solutions, LLC;

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

- 1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement described above.
- 2. The Town of Portola Valley hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and Vision Technology Solutions, LLC.

PASSED AND ADOPTED this 12th day of September 2018.

	By:
	John Richards, Mayor
ATTEST:	
Sharon Hanlon, Town Clerk	



master services agreement

for Portola Valley

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

- 1. <u>Services</u>. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("AUP") posted at www.visioninternet.com/about/legal) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLiveTM subscription services, and/or other extra work and services (collectively, the "Services"). This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor. Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time.
- 1.1. <u>Website Development Services</u>. Contractor agrees to provide website development services, as more particularly described in <u>Addendum A</u>, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.
- 1.1.1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 11, Microsoft Edge, and the latest released versions of Chrome, Firefox, and Safari at the time of Completion. Website backend will be compatible with Internet Explorer 11, Microsoft Edge and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released version at the time of Completion of iOS Safari, Android Browser, Google Chrome, and Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "Supported Web Browsers".
- 1.1.2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.
- 1.2. <u>visionLive™</u> <u>Subscription Services</u>. Contractor agrees to provide VCMS Licensing Services, Support Services, and Hosting Services (collectively "**Subscription Services**") to the Client as outlined for <u>visionLive™</u> Plus Edition in Addendum B in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.
 - 1.2.1. Subscription. Contractor will provide Client a subscription to access and use the VCMS.

VCMS Licensing Services include:

- (a) Functional enhancements to VCMS components.
- (b) New VCMS Interactive Components that may be released from time to time by Contractor.
- (c) Bug fixes to the VCMS code.



(d) Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- (a) Optional Interactive Components.
- (b) Modules, Programs, or Software Applications.
- (c) Conversion to new platforms.
- (d) Modification of third-party products.
- (e) Compatibility with Client's third-party products.
- (f) Website design services.
- (g) New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- (h) All other services not expressly provided for in this Agreement and its applicable Addendum(s).

1.2.2. <u>Support Services</u>. Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive[™] Subscription in accordance with this Agreement. Contractor will provide Support Services as outlined for <u>visionLive[™]</u> Plus Edition in Addendum B to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- (a) Shared Account Manager
- (b) Account Management*
 - Account reviews (Health Checks)¹
 - Site analytics report²
 - Graphics site audit³
 - Site improvement credits
- (c) Education and Training
 - Training and best practices webinars
 - o Access to On-Demand Training Library
 - o On-going new feature training (via remote meeting service)
 - Monthly office hours (via remote meeting service)

Site improvement credits⁴ will be available beginning the first year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

1.2.3. <u>Hosting Services</u>. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

2

- (a) SOC-certified datacenter
- (b) Full hardware redundancy

¹ Included with each Advanced Subsite as applicable.

² Included with each Advanced Subsite as applicable.

Included with each Advanced Subsite as applicable.

⁴ visionLive Plus subscribers have 20 site improvement credits.



- (c) Redundant generator backup
- (d) Daily data backups
- (e) Intrusion protection
- (f) 24/7 monitoring
- (g) 99.9% uptime
- (h) DDoS mitigation service
- (i) Website content storage⁵
- (j) Standard disaster recovery service with 90-minute failover

1.2.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

2. <u>Subsequent Extra Work/Other Services</u>. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("Extra Work"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as <u>Addendum C-1</u>, <u>C-2</u>, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership; Limited Licensing of Intellectual Property.

- 3.1. <u>Designs</u>. Upon payment in full of the website development fees provided under <u>Addendum A</u>, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.
- 3.2. <u>Vision Content Management SystemTM</u>. Contractor also grants Client a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLiveTM Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

⁵ For the main website visionLive Plus subscribers have up to 250GB of storage. Each Advanced subsite has up to 10GB of storage, regardless of visionLive edition. Each Basic subsite has up to 5GB of storage, regardless of visionLive edition.

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- 3.3. <u>Rights Regarding Content</u>. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork, and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.
- Limited Warranty. Contractor warrants that website development and/or custom programming deliverables will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("Completion"). All VCMS programming code developed by Contractor is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("Warranted Problem"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive[™] Subscription in accordance with this Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, misdeliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.
- 5. <u>Invoices</u>. Contractor will submit itemized invoices to Client for the payments required by the applicable Service(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

5.1. Website Development

for \$1,535.00.

- 5.1.1. <u>Price</u>. Client agrees to pay and Contractor agrees to perform Website Development services
- 5.1.2. <u>Payment</u>. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:
 - (a) An initial payment equal to 40% of the total cost;
 - (b) A payment equal to 20% of the total cost upon Contractor's delivery of the draft homepage design concept(s) to the Client;
 - (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
 - (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.
- 5.2. <u>Non-Contractor Hosting</u>. If Contractor is not providing hosting services then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any



additional work will be billed at the Technical Support hourly rate.

- 5.3. <u>Subscription Fees</u>. Contractor shall invoice Client on an annual basis per the Final cost and scope of work under <u>Addendum A</u>; per beginning at contract execution. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites and/or Contractor-hosted intranets exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Advanced Subsite exceeding 10 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Basic Subsite exceeding 5 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.
- 6. <u>Contractor's Mark</u>. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. <u>Indemnity</u>.

- 7.1. <u>Indemnification of Contractor</u>. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.
- 7.2. <u>Indemnity of Client</u>. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") arising out of the Contractor's performance of its obligations under this agreement, including infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.
- 8. <u>Timing</u>. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.
- 9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to optout of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

- 10.1. <u>Modification</u>. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.
- 10.2. <u>Waiver</u>. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.
- 10.3. <u>Conduct</u>. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

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- 11. Confidentiality. To the extent permitted by law, Contractor's Confidential Information shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement. As used in this Agreement, the term "Confidential Information" means (a) proprietary information of Contractor, (b) information marked or designated by Contractor as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to the Client as being treated by Contractor as confidential, or (d) information provided to Contractor by third parties that Contractor is obligated to keep confidential. Confidential Information includes, but is not limited to, all files, writings and documents, recordings, including without limitation all information contained therein, all extractions, notes, compilations and summaries prepared or derived therefrom, copyrights, trademarks, service marks, patents, trade secrets, programs, source code, object code, demos, demonstrations (whether in written, oral, graphic, encoded, encrypted, tangible, or intangible forms, in any media whatsoever) including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, computer programs, and codes.
- 12. <u>Entire Agreement.</u> The MSA, including any Exhibits, Attachments and any Statements of Work constitutes the entire agreement of the Parties with respect to its subject matter, supersedes any and all prior or contemporaneous proposals, agreements and understandings of the Parties, whether written or oral.
- 13. <u>Interpretation</u>. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. In the event of conflict between an attachment and the terms and conditions of this Agreement, then the following hierarchy of interpretation shall govern:
 - 13.1. Terms and conditions of this Agreement;
 - 13.2. Final cost and scope of work under Addendum A;
 - 13.3 <u>visionLive™</u> Editions under Addendum B;
 - 13.4. Contractor's response to Client's request for RFP, RFQ or RFI;
 - 13.5. Client's RFP, RFQ, or RFI.
- 14. <u>Counsel</u>. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that any presumption relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- 15. <u>Prevailing Party</u>. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.
- 16. <u>Independent Contractor Relationship</u>. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.
- 17. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.
- 18. <u>Force Majeure</u>. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or



event.

- 19. <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 20. <u>Headings</u>. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.
- 21. <u>Survival</u>. The terms and conditions of Sections 4 (Limited Warranty), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival), 24 (No Hire), and 26.3 (Obligations upon Termination) shall survive any termination or expiration of this Agreement.
- 22. <u>Cooperative Programs</u>. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.
- 23. <u>No Third-Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
- 24. <u>No Hire</u>. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment.
- 25. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.
- 26. <u>Term</u>. This Agreement will remain in effect for 5 years from the Effective Date (**"Initial Term"**). Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term.
- 26.1. <u>Termination for Cause</u>. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.
- 26.2. <u>Non-Appropriation of Funds</u>. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then Client, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Client, except the Client shall pay to the Contractor a sum of money equal to the work completed.
- 26.3 <u>Obligations upon Termination</u>. Client shall permanently delete all copies of the VCMS upon termination of this Agreement. Client shall have thirty (30) days after termination of this Agreement to export Client content to its server or systems. At Client's request, Contractor will assist Client with exporting Client content to Client's server or system, which shall be treated as Extra Work.
- 27. <u>Notices</u>. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage



prepaid, to each Party as follows:

Client		
Name:		
Address:		
Phone:		
Email:		3)
Fax:		
-		
Contracto	or	
Name:	Contract Manager	
Address:	222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245	
Phone:	(310) 656-3100	
Email:	contracts@visioninternet.com	
Fax:	(310) 656-3103	

28. <u>Insurance</u>. Contractor shall maintain the following insurance policies during the Term of this Agreement:

General Liability

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Contractor's general liability policies shall be primary and shall not seek contribution from the Town's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that Town and its officers, officials, employees, and agents shall be additional insureds under such policies.

Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Cyber Liability Insurance

Contractor must carry Cyber Liability Insurance with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the City and its officers, officials, employees, and agents shall be additional insureds, and the policy shall be primary and non-contributory.

29. <u>Authority</u>. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.



IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "**Effective Date**" below.

"Client"	"Contractor"
PORTOLA VALLEY	VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS
Signature:	Signature:
Name:	Name: David M. Nachman
Title:	Title: General Manager
Date:	Date: 9 /6 /(8

Addendums:

Final Scope of Work and Cost visionLiveTM Editions

В



Addendum A

FINAL SCOPE OF WORK & COST

Graphic Design		
SERVICE	QTY	COST
BASIC REDESIGN CREDIT Client understands and agrees that completion of website design services provided herein fulfills contractor's obligation to deliver a basic graphic redesign of the website pursuant to the visionLive Subscription Services Terms and Conditions.	1	(\$8,000.00)
GRAPHIC REDESIGN - SINGLE DESIGN CONCEPT Includes a basic redesign of your website: • Select a new wireframe (layout) based on Vision's best practice library • Graphic design with one preliminary concept and two rounds of revisions • No changes to your top-level navigation or sitemap are included	1	\$8,000.00

Development & Training			
SERVICE	QTY	COST	
WEB-BASED TRAINING - ADDITIONAL DAY • Includes an additional day of web-based CMS User Training	1	\$1,000.00	

<u>Software</u>				
vLive Edition	QTY	COST		
vLIVE PLUS EDITION	1	See 5 Year Total Cost Summary for details		



Selected vLive Components		
	QTY	COST
SITEMAP CONSULTATION • Creation of new sitemap • New Navigational Structure	1	\$535.00

Total Project Fees	\$1,535.00



5 Year Total Cost Summary	
Year 1 (2018 to 2019)	
Included Professional Services	\$1,535.00
1st Year of:	\$9,200.00
vLive Plus Edition to commence upon contract execution	
Year 2 (2019 to 2020)	
2 nd Year of:	\$9,522.00
vLive Plus Edition	# P
Year 3 (2020 to 2021)	
3 rd Year of:	\$9,855.00
vLive Plus Edition	Marin D. Community (2012) 1827
Year 4 (2021 to 2022)	
4 th Year of:	\$10,200.00
vLive Plus Edition	and the control of th
Year 5 (2022 to 2023)	
5 th Year of:	\$10,557.00
vLive Plus Edition	

5 Year Total	\$50,870.00
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Addendum B

	itions	Standard Edition	Plus Edition
Annual	Price	\$7,100	\$9,200
visionLi	ve™ Functionality		
Site Admi	nistration & Security		
Adv	anced WYSIWYG Editor	~	~
n In-p	lage Editing	~	~
Use Use	r Management & Security	~	~
₹ Nav	igation Management	~	~
& Acc	essibility Features	~	~
VISI	onMobile Designer	~	~
App App	roval Cycle *	~	~
- = Mes	a Menu Designer		~
PDF	Converter		~
E Extr	ranet (Password Protected External Content)	~	~
Jser Expe	rience & Interactivity		
cale	ndar	~	~
? FAC	QS .	~	~
Fac	ility Directory	~	~
i∤∰ Sta	ff Directory	~	~
∤ i Ser	vice Directory	~	~
God	ogle Translation	~	~
Oni	ine Form Builder	~	~
= Nes	vs Postings	~	~
Job	Posts	~	~
p ^a Fac	ilities/Events Registration	/	1



	vision_ive	Standard Edition	Plus Edition
Ξÿ	Online Polling	✓	~
3	Citizen Request Management Tool	~	~
0	Business Directory	~	~
Š	RFP Posts	~	~
9)	Online Payments	✓	~
Q	visionSearch	~	~
	Job Application Manager		~
	Unlimited Subsite Builder		~
utre	each, Media & Social Networking		
2	eNotification Tool	~	~
Δis	Emergency Alerts	~	~
27	RSS Feeds	/	~
ì	Facebook & Twitter Feed Readers	~	~
	Audio & Video Embedding	~	~
77	Photo Gallery & Slide Show	~	~
á	visionSocial	~	~
	Streaming Video Center	~	~
eve	loper Features	9	
5	Import/Export	~	~
30	APIs	~	~
1	Sandbox Test Environment		1



	visionLive editions	Standard Edition	Plus Edition
Host	ing		
題	State of the Art 3rd Party Datacenter (SSAE 16 Type 2 Certified)	~	~
	Full Hardware Redundancy	\	~
1117	Redundant Generator Backup	~	~
	Daily Data Backups	\	~
-UN-	Intrusion Protection	/	~
<u></u>	24/7 Monitoring	~	/
	99.9% Uptime Guarantee	~	~
(1) ×	State of the Art 3rd Party DDoS Mitigation Service	~	/
ø	Disaster Recovery Facility with On-going Data Replication	~	~
	Storage	50 GB	250 GB
Supp	ort and On-going Services		
0/6	Site Improvement Credits (annual)	Up to 10 Hours	Up to 20 Hours
22	Dedicated Account Manager	~	~
Ų,	Health Checks (Account Review)	Annual	Semi-Annual
	Site Analytics Report	Annual	Semi-Annual
	Graphics Site Audit	Annual	Semi-Annual
	Training & Best Practice Webinars	~	~
	Access to On-Demand Training Library	~	~
	On-going New User Training (Via WebEx)	~	~
(I) (I)	Monthly Office Hours (Via WebEx)	~	~

^{*} Unused Site improvement Credits can be rolled over from year to year during the initial term of your customer agreement.



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager

DATE: September 12th, 2018

RE: "Diesel Free by '33" support

RECOMMENDATION

Staff requests that the Town Council review support of the "Diesel Free by '33" effort.

BACKGROUND

"Diesel Free by '33" is an effort launched by the Bay Area Air Quality Management District (BAAQMD) established to "reduce diesel emissions in local communities throughout California and beyond". This effort is part of the larger set of objectives laid out in Plan Bay Area 2040 and complements that document on initiatives related to climate protection and healthy and safe communities.

The "Diesel Free by '33" effort is a result of the BAAQMD responding to the Governor Brown's Climate Summit by proposing an affiliated event at the Summit on this topic on September 12th.

DISCUSSION

The Air District is currently seeking commitments to sign on to the Diesel Free by '33 Statement of Purpose which joins signers together on a path to reduce and eliminate diesel emissions by '33 and embark on a collaborative process to share solutions and ideas. The Air District is developing a website where interested parties can review the Statement of Purpose, get additional information, and sign electronically.

The Statement of Purpose would be expressing their intent to:

- 1. Collaborate and coordinate on ordinances, policies, and procurement practices that will reduce diesel emissions to zero within their jurisdictions, communities or companies;
- 2. Share and promote effective financing mechanisms domestically and internationally to the extent feasible that allow for the purchase of zero emissions equipment;
- 3. Share information and assessments regarding zero emissions technology;
- 4. Build capacity for action and technology adaptation through technology transfer and sharing expertise:
- 5. Use policies and incentives that assist the private sector as it moves to diesel-free fleets and buildings; and

6. Periodic reporting to all signers of progress towards the zero-diesel emissions goal.

Staff is seeking input from the Council on whether to sign the Statement of Purpose.

FISCAL IMPACT

None at this time.

ATTACHMENT

1. Signatories to the Statement of Purpose

Approved by: Jeremy Dennis, Town Manager

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Diesel Free by '33 | BAAQMD

Home

✓ About

→ Resources

Events

Signatories



Signees

The following community leaders have already signed the pledge.

Name	Title	Jurisdiction / Industry	Sig Sta
Kevin Anderson	ECO2school Program Coordinator	Center for Climate Protection	Się Sta
David Rubenstein	President / CEO	California Ethanol & Power, LLC	Sig Sta

8	Diesel Free by '33 Signatories	Page 55	
esel Free by '33 BAAQMD	Home ✓ About		i
Peggy McQuaid	Mayor	City of Albany	Sig Sta
Doug Kim	Mayor	City of Belmont	Sig Sta
Irene Borba	Director of Plannign & Building	City of Belvedere	Sig Sta
Elizabeth Patterson	Mayor	City of Benicia	Si _{
Jesse Arreguin	Mayor	City of Berkeley	Si _l
Karen Rarey	City Council Member	City of Brentwood	Si; St
Darcy Paul	Mayor	City of Cupertino	Si _{
Rod Sinks	Vice Mayor	City of Cupertino	Sig Sta
Savita Vaidhyanathan	Councilmember	City of Cupertino	Sig Sta
Darcy Paul, Rod G. Sinks, Savita Vaidhyanathan, Barry Chang, and Steven Scharf	City Council	City of Cupertino	Sig Sta
Scharf			

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Gabriel Quinto	Mayor	City of El Cerrito
Paul Fadelli	City Councilmember	City of El Cerrito
John Bauters	Mayor	City of Emeryville
Sam Hindi	Mayor	City of Foster City
Jeff Moneda	City Manager	City of Foster City
Lily Mei	Mayor	City of Fremont
Steve Tate	Mayor	City of Morgan Hill
Michael Fossati	Senior Planner	City of Milpitas
Larry Carr	Council Member	City of Morgan Hill
Lenny Siegel	Mayor	City of Mountain View

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Alan Nagy	Mayor	City of Newark	S
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Pucc Thompson	Public Works Director	City of Novato	C
Russ Thompson	Public Works Director	City of Novato	<u>S</u>
			(
Libby Schaaf	Mayor	City of Oakland	S
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David Glass	Mayor	City of Petaluma	S
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			(F
Teresa Barrett	Councilmember	City of Petaluma	S
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Tom Butt	Mayor	City of Richmond	C
Tom Butt	MayOi	city of Merimond	<u>S</u>
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Alan Galbraith	Mayor	City of Saint Helena	S
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			(F
Sam Liccardo	Mayor	City of San Jose	S
			S
			(F
Pauline Cutter	Mayor	City of San Leandro	S
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Bill Clarkson	Mayor	City of San Ramon	S
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			(F

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Philip O'Loane	Vice Mayor	City of San Ramon
David Hudson	City Council Member and Chair of the BAAQMD Board of Directors	City of San Ramon
Scott Perkins	City Council Member	City of San Ramon
Harry Sachs	City Council Member	City of San Ramon
Aparna Madireddi	City Council Candidate, 2018	City of San Ramon
Lisa Gillmor	Mayor	City of Santa Clara
Pam O'Connor	Councilmember	City of Santa Monica
Mike Futrell	City Manager	City of South San Francisco
Liza Normandy, Karyl Matsumoto, Mark Addiego, Rich Garbarino, and Pradeep Gupta	City Council	City of South San Francisco
Pete Sanchez	Mayor	City of Suisun City

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Glenn Hendricks	Mayor	City of Sunnyvale
Carol Dutra-Vernaci	Mayor	City of Union City
Candace Andersen	Supervisor	Contra Costa County
Diane Burgis	Supervisor	Contra Costa County
John Gioia	Supervisor	Contra Costa County
Federal Glover	Supervisor	Contra Costa County
Karen Mitchoff	Supervisor	Contra Costa County
Karen Mitchoff, John Gioia, Diane Burgis, Candace Andersen, and Federal Glover	Board of Supervisors	Contra Costa County
David Pine, Carole Groom, Don Horsley, Warren Slocum, and David J. Canepa	Board of Supervisors	County of San Mateo
Ann Marie Johnson	Board of Directors	Dublin San Ramon Services District

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Name: Susan Gorin, David Rabbitt, Shirlee Zane, Lynda Hopkins, and James Gore	Board of Supervisors	County of Sonoma	
Zarie, Lyrida Hopkiris, and James Gore			
Jake Mackenzie	Chair	Metropolitan	
		Transportation	
		Commission	
Eli Lipmen	Director of Programming	Move LA	
Mike Harrigan	Program Manager	Prospect Silicon Valley	
Mike Mielke	Senior Vice President	Silicon Valley / SVLG	
Jim Cunneen	Former State Assemblyman	State of California	
		representing Santa Clara	
		County	
Peter Lacques	Mayor	Town of Fairfax	
John Richards	Mayor	Town of Portola Valley	
Sabina Zafar	Senior Director	General Electric	
Bruce Okrepkie, Dominic Foppoli, Debora	Town Council	Town of Windsor	
Fudge, Mark Millan, and Sam Salmon			

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Events



Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 415.749.4900

www.baaqmd.gov









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There are no written materials for Council Liaison Committee and Regional Agencies Reports

There are no written materials for Town Manager Report

TOWN COUNCIL WEEKLY DIGEST

Thursday – August 23, 2018

- 1. Agenda (Action) Town Council Wednesday, August 22, 2018
- 2. Agenda Cable & Utilities Undergrounding Committee Friday, August 24, 2018
- 3. Agenda Architectural & Site Control Commission Monday, August 27, 2018
- 4. Agenda Conservation Committee Tuesday, August 28, 2018
- 5. Notice of Town Hall Closure Wednesday, August 29, 2018 for a Staff Development Day
- 6. Peninsula Division 2018-19 Executive Committee Officers Ballot

Attached Separates (Council Only)

(placed in your town hall mailbox)

1. Invitation from Guardians of Nature – 2018 Benefit for the Loma Prieta Chapter – Friday, October 5, 2018 – Honoring Supervisor Joe Simitian

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TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council Wednesday, August 22, 2018 Historic Schoolhouse 765 Portola Road, Portola Valley, CA 94028

ACTION AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

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

Mayor Richards absent

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.

None

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 - August 8, 2018

Approved 3-0-1 Vice Mayor Wengert abstained

- 2. Approval of Warrant List August 22, 2018
- 3. Recommendation by Town Manager Letter of Support for Save the Bay

Items 2 & 3 Approved 4-0

REGULAR AGENDA

STUDY SESSION

4. Report by Town Manager - A Study Session of the Funding of Town Road Resurfacing Work

Council requested staff return with a twenty-year modeling with projected revenue & expenditures. Arterial roads to be a priority with project review.

STAFF REPORTS AND RECOMMENDATIONS

5. **Recommendation by Town Manager** - Review and Authorize 2018-19 Budget Amendment to Appropriate/ Re-Appropriate Funds

Approved 4-0

- 6. **Recommendation by Town Attorney** First Reading of Ordinance Amending Chapter 8.26 [Tobacco Retailer Permit] of Title 8 [Health and Safety] of the Portola Valley Municipal Code
 - (a) First Reading, Waive Further Reading and Introduce an Ordinance Amending Chapter 8.26 [Tobacco Retailer Permit] of Title 8 [Health and Safety] of the Portola Valley Municipal Code (Ordinance No. _)

Approved as Amended 4-0. Second Reading scheduled for the September 12 Council Agenda

- 7. Report by Town Clerk Consideration of Options for the November 2018 Election
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving Cancelling the November 2018 General Election and Appointing the Three Nominees to Fill the Three Vacancies on the Town Council (Resolution No. 2782-2018)

Approved - Councilmembers Derwin and Richards 4-0 / Councilmember Hughes 3-0-1 Hughes abstained

8. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

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 Hughes -

Attended the August 13 ASCC meeting, preliminary review of a new project on Santa Maria.

Councilmember Derwin -

Attended a new entity being created – "The Foundation for San Mateo County Libraries" to help libraries in the system who do not have the bandwidth to fundraise. She was invited to the "RHNA Credit Sharing Work Group." Attended a San Mateo Countywide Water Coordination Committee meeting. Staff and Councilmember Derwin attended a Cal Water meeting to make a case for piloting a smart water meter program. Attended the opening of the new library in Half Moon Bay. Attended the August 20 Sustainability & Environmental Resources Committee meeting and the August 22nd C/CAG Finance Committee meeting.

Councilmember Aalfs -

Attended the August 21 Trails & Paths Committee meeting and discussed a possible PCE rate change.

Vice Mayor Wengert -

None to report as she was out of town.

9. TOWN MANAGER REPORT

Town Manager Dennis reported on the three burglaries that took place over the weekend and the additional patrol being provided by the Sheriff's Office. The Portola Valley School District, Woodside Priory, and the Town will share the cost of a crossing guard in two locations; Portola and Brookside in the AM and Portola and Alpine in the PM. The Finance Committee is scheduling an upcoming meeting to discuss a few items including looking into banking options for the town. There will be an all committee meeting in October. Town Hall will be closed Wednesday, February 29 for a staff development day, focusing on communications. He is soon to schedule a meet and greet with the community for new Planning Director and Finance Director. He is talking with the Fire District to better coordinate development issues. Due to lack of a quorum, the ADU study session with the Planning Commission scheduled for September 19 will be rescheduled to a special meeting within the same timeframe.

WRITTEN COMMUNICATIONS

10.Town Council Digest - August 9, 2018 - None

11.Town Council Digest – August 16, 2018 - #4 Town Manager noted this item will come before Council at its September 12 meeting

ADJOURNMENT: 9:40 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

Cable & Undergrounding Committee

Friday, August 24, 2018 – 8:30 AM

Historic School House

765 Portola Road, Portola Valley, CA

<u>AGENDA</u>

- 1. Call meeting to order
- 2. Communications from Members of the Public
- 3. Minutes: Approval of February 2018 minutes
- 4. Old Business
 - > Status of Rule 20A project.dispute with PG&E
- 5. New Business
 - > Next level fiber internet discussion
- 6. Adjournment:

The Committee meets on an as-needed basis. Therefore, there is no scheduled next meeting.

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TOWN OF PORTOLA VALLEY

Meetings of the Architectural Site Control Commission (ASCC) Monday, August 27, 2018 7:00 PM – Regular ASCC Meeting Historic Schoolhouse 765 Portola Road, Portola Valley, CA 94028

SPECIAL ASCC FIELD MEETING

3:30 PM 385 Westridge Drive – Preliminary Architectural Review and Site Development Permit for a New Two-Story Residence, Detached Garage, Gym, Pool, Garden Shed, Removal of Significant Trees, Landscaping and associated improvements

4:15 PM 425 Cervantes Road — Preliminary Architectural Review and Site Development Permit for a New Two-Story Residence with Attached Garage, a Pool and Pool Pavilion, a Pool Bathroom, an Accessory Dwelling Unit, removal of Significant Trees and New Landscaping

5:00 PM 160 Fawn – Preliminary Architectural and Site Development Review for a New Residence, Removal of Significant Trees, and Landscaping

REGULAR MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Commissioners Breen, Ross, Wilson, Vice Chair Koch and Chair Sill

ORAL COMMUNICATIONS

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

NEW BUSINESS

- Preliminary Architectural Review and Site Development Permit for a New Two-Story Residence, Detached Garage, Gym, Pool, Garden Shed, Removal of Significant Trees, Landscaping and associated improvements, 385 Westridge Road, Tom Linebarger and Michele Janin Residence, File # PLN_ARCH 14-2018 (C. Richardson)
- Preliminary Architectural Review and Site Development Permit for a New Two-Story Residence with Attached Garage, a Pool and Pool Pavilion, a Pool Bathroom, an Accessory Dwelling Unit, removal of Significant Trees and New Landscaping, 425 Cervantes, Holmstrom Residence, File # PLN_ARCH 09-2018 (C. Richardson)
- 3. Architectural Review for an Addition and Remodel, 267 Corte Madera Road, Miller Residence, File # PLN_ARCH 12-2018 (A. Cassidy)
- 4. Preliminary Architectural and Site Development Review for a New Residence, Removal of Significant Trees, and Landscaping, 160 Fawn Lane, Holliday Residence, File # PLN_ARCH 4-2018 (A. Cassidy)

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

5. News Digest: Planning Issues of the Day

APPROVAL OF MINUTES

6. ASCC Meeting of August 13, 2018

ADJOURNMENT

Page 2

AVAILABILITY OF INFORMATION

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.

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.

ASSISTANCE FOR PEOPLE WITH DISABILITIES

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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 Architectural and Site Control Commission at, or prior to, the Public Hearing(s).



TOWN OF PORTOLA VALLEY Conservation Committee Meeting Tuesday, August 28, 2018 –7:30 PM Historic Schoolhouse 765 Portola Road, Portola Valley, CA

REGULAR MEETING AGENDA

- Call Meeting to Order
- 2. Introduction of new Planning Director Laura Russell
- 3. Oral Communications
- Approval of July 24, 2018, minutes
- Current Site Visits:
- Tree Permits:
- 7. Old Business
 - A. Oversight of Significant Town Owned Open Space properties updates.

 Clarification Guiding Principles vs Oversight Reports with Management Plans
 - 1. Springdown Preserve
 - 1. Comprehensive care calendar
 - a. Photo documentation Plunder
 - 2. Management Plan/Request for Funds
 - a. Current status of funding
 - Monarch butterfly habitat
 - 2. Frog Pond last report April '18
 - 1. Ad-Hoc Committee on Guiding Principles
 - 3. Ford Field revised
 - 1. Open Space comments pending
 - 4. Town Center last report April '18
 - 5. Rossotti's Field and ROW revised
 - 1. Open Space comments pending
 - 6. Triangle Park
 - B. Intermediate Properties analysis and recommendations. Assign Appendix A
 - C. Tip of the Month Magill
 - D. What's blooming now Plunder
 - E. Kudos of the Month Murphy
 - F. BYH De Staebler
 - 1. Walden
 - G. Committee/Town cooperation
 - 1. Public Works Murphy
 - 2. Sustainability and Environmental Resources Committee Murphy
 - 3. Trails Bourne
 - 4. Open Space Chiariello
 - H. Rodenticide
 - 1. Turn in Day October 13
 - 1. Table
 - 2. Collect nasty stuff SM County

3. PR

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- 4. Greenwaste participation
- I. Town Picnic/Celebration of 10th Anniversary Town Center
 - 1. Organize Poppy planting
 - 2. Tour of Town Center plantings
 - 3. Table minimal focused on Town Center
- 8. New Business
- 9. Adjournment
- 10. Next meeting 9/25/18, 7:30 pm, Old Schoolhouse

Appendix A

INTERMEDIATE PARCELS:

The remaining parcels on the list warrant more than benign neglect, but do not need as much attention as Most Important group.

Because they are so different one from another, each will need an individualized oversight and maintenance plan. Thereafter, these should have a review every few years and suggestions for remediation or maintenance made as needed.

We anticipate having action plans for these parcels in time for 2019 - 20 FY.

- -Triangle Park (has no number),
- #26 Blue Oaks/Los Trancos Neighborhood pond.
- -#32 Dengler.
- -#33 Shady Trail parklet.
- -Roadside strips
 - #12, 24 and 29) long Alpine Road strip along ROW
 - #27 long strip along Los Trancos Road along ROW
 - #30 740 sq ft on Cima Way along ROW

The roadside strips should be treated as ROW and maintained as such with appropriate mowing and perhaps wildflower seeding.

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PORTOLA VALLEY TOWN HALL

Will Be Closed: Wednesday, August 29th, 2018

For: STAFF DEVELOPMENT

Town Hall will be re-open on Thursday, August 30th, 2018

In Case of Emergency: Call 9-1-1





August 22, 2018

Valley, CA 94028

Portola Valley Town Council

765 Portola Road Portola

PENINSULA DIVISION MEMBER CITIES

ATHERTON BELMONT BRISBANE BURLINGAME CAMPBELL COLMA **CUPERTINO** DALY CITY EAST PALO ALTO FOSTER CITY GILROY HALF MOON BAY HILLSBOROUGH Los Altos Los Altos Hills Los GATOS MENLO PARK MILLBRAE MILPITAS MONTE SERENO MORGAN HILL MOUNTAIN VIEW **PACIFICA** PALO ALTO PORTOLA VALLEY REDWOOD CITY SAN BRUNO SAN CARLOS SAN FRANCISCO SAN JOSE SAN MATEO SANTA CLARA SARATOGA South San Francisco

DIVISION OFFICERS PRESIDENT EMILY LO, SARATOGA

VICE PRESIDENT LARRY MOODY EAST PALO ALTO

SUNNYVALE WOODSIDE

TREASURER CHARLES STONE BELMONT

SECRETARY SHELLY MASUR REDWOOD CITY

DIRECTOR LIZ KNISS PALO ALTO

AT LARGE EMILY BEACH BURLINGAME

Marico Sayoc Los Gatos

LEGISLATIVE ACTION
COMMITTEE
CORY WOLBACH
PALO ALTO

STAFF LIAISON
SETH MILLER
REGIONAL MANAGER
EMAIL: SMILLER @CACITIES

The Peninsula Division Nominating Committee – Emily Lo, Division President and Councilmember from Saratoga and Alicia Aguirre, Division Past President and Councilmember from Redwood City – submit the enclosed the 2018-19 Peninsula Division Executive Committee Officers Ballot for you to complete. **Each city is entitled to one vote for each office on the ballot**.

As the enclosed ballot reveals, the Officer positions for year's election are all uncontested, but your vote matters so please submit your completed form right away. The formal swearing-in of the Executive Committee of the Peninsula Division of the League of California Cities will take place on Friday, September 14th, 2018 at the Division's Annual Election Breakfast during the League of California Cities' Annual Conference in Long Beach and you are welcome to attend!

Ballots should be mailed back to Seth Miller in the enclosed envelope by Friday, September 7th or can be delivered in person at the Annual Peninsula Division Breakfast on Thursday, September 14th. All ballots will be opened and tabulated at the Annual Election Breakfast meeting in Long Beach and the new officers will be introduced on September 14, 2018.

If you have any questions regarding the election, I can be reached by email at SMiller@cacities.org or by phone at (415) 595-8629. Thank you for your consideration and participation.

Sincerely,

Seth Miller

Public Affairs Manger

Peninsula Division, League of California Cities

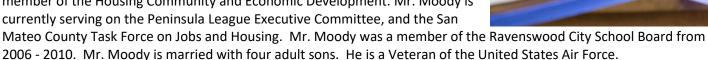
Larry Moody, Councilmember, East Palo Alto

Statement of Intent to Serve

It is my privilege to serve the thirty-six cities that make-up the Peninsula Division of the League of California Cities. My wife Lisa and our four sons have benefited greatly from the vibrant diversity of our community. As President, I welcome member cities from throughout the Division to join me in working together to improve the quality of life for all residents. Thank you for your support!

Bio

Larry Moody was appointed by the City of East Palo Alto to the Board of Directors of the Bay Area Water Supply and Conservation Agency in April of 2016. Mr. Moody was elected to the City Council in 2012 and was appointed as Vice-Mayor in 2015. He serves on the Council Ad Hoc Committees for Education, Housing, and Infrastructure, and is actively involved with the League of California Cities where he serves on the Community Services Policy Committee, and was a member of the Housing Community and Economic Development. Mr. Moody is currently serving on the Peninsula League Executive Committee, and the San



Application for the Position of: VICE-PRESIDENT

Cory Wolbach, Councilmember, Palo Alto

Statement of Intent to Serve

I would be honored to serve as Vice-President of the League of CA Cities Peninsula Division. Over the past year, I have served as chair of the Peninsula Division Legislative Action Committee (LAC) and testified on behalf of the League and the Peninsula Division in Sacramento on housing legislation and lead District Meetings with legislators from San Francisco, San Mateo and San Jose. For the past two years, I have also served on the League's Public Safety Committee. I helped establish the Peninsula Division LAC and hope we can become an increasingly effective mechanism for promoting Peninsula values and protecting Peninsula interests moving forward.



Bio

Cory was elected to the Palo Alto City Council in 2014 and has introduced legislative initiatives regarding neighborhood engagement & town halls; secondary dwelling units; surveillance technology transparency; minimum wage; support for Youth Community Services; protecting an inclusive and diverse community; updating zoning to encourage affordable and transit-oriented housing; and renter protections. As a consultant, he has worked with the San Mateo County Transit District on community outreach efforts. As a former staff member for State Senator Jerry Hill, Cory worked with Peninsula cities, school districts, and community groups. He earned a B.A. in Political Science/International Relations from University of California San Diego. Cory grew up in Palo Alto and has also lived in Menlo Park, Mountain View and San Jose.

Application for the Position of: TREASURER

Shelly Masur, Councilmember, Redwood City

Statement of Intent to Serve

I have served on the Executive Board of the Peninsula Division of the League of California Cities for the past two years, first San Mateo County At-Large and the past year as Secretary. I also serve on several regional boards and on two League policy committees. I look forward to the opportunity to continue to serve the Peninsula Division of the League in the coming year as its treasurer.



Bio

Shelly Masur is a Redwood City Councilmember first elected in 2015. She is a former school board member in the Redwood City School District in San Mateo County where she served for 10 years. Shelly serves on the council's communications committee, the finance and audit committee and on Redwood City 2020. She is on the Executive Board of the Peninsula Division of the CA League of Cities and serves on the California League of Cities Community Services Committee as well as the Governance, Transparency and Labor Relations Policy Committee. Regionally Shelly is on the Congestion Management Environmental Quality, Airport Land Use and Legislative Committees of the City County Association of Governments.

Shelly is the CEO of Californians Dedicated to Education Foundation. She is a recognized leader in the education community having been named in 2013 one of the "100 Women of Influence" by the Silicon Valley Business Journal for her work in education. Shelly holds a Master's Degree on Public Health and lives in Redwood City with her husband, two high school-aged sons and three dogs. She texts regularly with her college-aged daughter.

Application for the Position of: **SECRETARY**

Marico Sayoc, Councilmember, Los Gatos

Statement of Intent to Serve

This past year, I have enjoyed working with the Peninsula Division of the League of California Cities as the Santa Clara County Representative. I appreciate the coordination we have built at a local level and value the partnerships we have built on a regional level. The issues facing the Bay Area, such as housing, traffic and sustainability, require regional solutions that the League can foster and implement. It is my hope to continue serving the League of Cities, Peninsula Division as the Secretary for the upcoming year.



Bio

Marico Sayoc is a Los Gatos Councilmember first elected in 2014. As Mayor, Marico helped to enact a public forward thinking, fiscally responsible, environmentally sustainable public policies. While serving on the Planning Commission she worked to optimize governmental processes and negotiate solutions to conflicting land use objectives. She currently is the Director of Development, Impact and Strategic Initiatives for *The Unity Care Group* in San Jose. Previously, she worked for the *Natural Resources Defense Council* and the *U. S. Environmental Protection Agency*. She holds a Masters Degree in Environmental Management from Duke University and a BA from UC Berkeley.

Emily Beach, Councilmember, Burlingame

Statement of Intent to Serve

Thank you for the opportunity to serve this past year as the San Mateo At-Large Board Member of the Peninsula Division Executive Committee. I admire and appreciate the League's advocacy work and I recognize how important it is for Councilmembers to participate in Sacramento's legislative process by advocating collectively through the League of California Cities. I've found my time on the Executive Board both meaningful and educational. With your support, I hope to continue my service on the Peninsula Division's Executive Board in 2019.



Bio

Emily Beach was elected to Burlingame City Council in 2015. She believes local government must be effective, responsive, and sensible – and its representatives must consider every decision's long-term impact. Her top priorities include quality city services, transparency, community engagement, and fiscal responsibility.

Emily's professional experience spans nonprofit, public, and private sectors. After graduating from the University of Notre Dame on a ROTC scholarship, she served as a U.S. Army officer in Saudi Arabia, South Korea, and Texas. Emily has also worked as a business executive in Silicon Valley before re-inventing herself as a stay-at-home mom and active community volunteer. Emily lives in Burlingame with her husband and two children, both of whom attend Burlingame public schools. The Beach Family enjoys biking together, camping, hiking, visiting national parks, and following college football. Emily is an accomplished musician and enjoys playing guitar, performing, and songwriting in her free time.

Application for the Position of: Santa Clara Representative

Charles "Chappie" Jones, Councilmember, San Jose

Statement of Intent to Serve

Bio

Councilmember Jones (a.k.a. Chappie) was elected to the San José City Council in November of 2014. He represents City Council District 1, the region of West San José (west of Hwy. 17 & 880) that borders the cities of Campbell, Cupertino, Santa Clara and Saratoga. Prior to his election, Chappie worked in the private sector where he held sales management positions with Apple, AT&T and Cornerstone Consulting and Technology. Chappie has a Bachelor's Degree in Economics from UC Davis and a MBA from the Haas School of Business. Chappie has been married for over 20 years to Kelli Jones, a high tech sales and marketing consultant. Together they have two grown children and live in the Murdock neighborhood of District 1.



Nancy Smith, Councilmember, Sunnyvale

Statement of Intent to Serve

I have served on both the League's Housing, Community and Economic Development and as a member of the Women's Caucus Board. Applying for a position as a Peninsula Division Board member is a natural next step to help the League fulfill its goals. I was recently appointed to both the Silicon Valley Clean Energy Legislative Action Committee and Executive Committee. I also am a proud Sponsor for BUILD 25, an effort launched by the California Native Garden Society to build 25 regenerative, organic agricultural gardens in Santa Clara County by 2025. It recently was



selected as one of top projects in the Sunnyvale Open IDEO climate action process. For many years, I've served on non-profit boards in various roles (except treasurer). It would be honored if selected to serve on the leadership of the League's Peninsula Division.

Bio

Nancy Smith works as a program manager where she oversees IT budgets at NVIDIA Corp, the world leader in visual computing technologies. She has served on nonprofit boards and eventually shifted her focus to serving the community on boards and commissions. During her term as chair of the Santa Clara County Water District Environmental and Water Resources Committee, she set up an innovative system of independent working groups to enable commissioners to explore policy issues and community concerns.

Application for the Position of: San Mateo Legislative Action Committee Representative

Charles Stone, Councilmember, Belmont

Statement of Intent to Serve

It has been a pleasure to serve as a member of the Peninsula Division's Executive Board for the past two years. I have enjoyed meeting with the Bay Area legislative delegation in Sacramento and forming the Legislative Action Committee to better represent the values and policy priorities of our region. It would be an honor to serve as the San Mateo Legislative Action Committee representative in 2018-19.



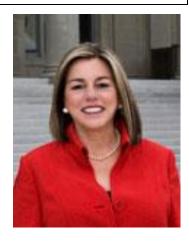
Bio

Charles Stone grew up in San Mateo County and attended UC San Diego ('97) and Santa Clara University School of Law ('02.) He began his career as a litigator with the Roger, Scott & Helmer. After moving his family from San Mateo to Belmont in 2004, Charles became active as a volunteer in the public school community and youth sports. In 2013, Charles was elected to the Belmont City Council. He was appointed to the San Mateo County Transit District Board of Directors in December, 2013 and currently serves as the Board's Finance Committee Chair. In addition, Charles serves as a Governing Member of the San Mateo County Library JPA, a Board Member on the South Bay Waste Management Agency ("ReThink Waste,"), a member of the Congestion Management and Environmental Quality subcommittee of C/CAG, and as Belmont's representative for the San Mateo County Jobs/Housing Imbalance Task Force. He currently serves on the Peninsula Clean Energy ("PCE") JPA Board.

Alicia Aguirre, Councilmember, Redwood City

Statement of Intent to Serve

I have served on the Redwood City Council since January 2005. Since then I have been involved and participated with the League in various capacities. I have attended Lobby Days with my colleagues from the Peninsula. I attend the League's Annual Conference every year. I am also the past President of the Latino Caucus of the League. The Peninsula Division is a very important and influential organization that brings together Mayors and Council Members together to address the issues and concerns of particular importance to this region. I would be honored to serve as the Director of the Board of the Peninsula Division of the League.



Bio

Alicia is a former Mayor of the City of Redwood City and a serving member of the City Council. She is the first Latina/o Mayor in the history of Redwood City. She was first appointed in January, 2005 and was elected in November, 2005, 2007, 2011, and 2015. She also served as a Trustee and the President of the Redwood City Elementary School Board. As an active community member, she has served on numerous community boards in San Mateo County and the State of California.

Application for the Position of: **Past President**

Emily Lo, Mayor, Saratoga

Statement of Intent to Serve

I have had the honor to serve as the President of the Peninsula Division of League of Cities for the past year. I will continue to support the League (and its members) in legislative advocacy through education, outreach, collaboration and civic engagement as Past President throughout the duration of my term on the Saratoga City Council.

Bio

I have served as Chair of Santa Clara County Library JPA, Board Member of Santa Clara County Cities Association, Santa Clara County Water District Commissioner, as well as member of the League's Community Services Policy Committee. On the



local level, I serve on the Board of Trustee of Hakone Foundation, and was President of Saratoga Chamber of Commerce prior to serving on the City Council.





PENINSULA DIVISION MEMBER CITIES

City of Portola Valley:

Peninsula Division 2018-19 Executive Committee Officers Ballot

ATHERTON **BELMONT** BRISBANE BURLINGAME CAMPBELL COLMA CUPERTINO DALY CITY EAST PALO ALTO FOSTER CITY GILROY HALF MOON BAY HILLSBOROUGH Los ALTOS Los Altos Hills Los Gatos MENLO PARK MILLBRAE MILPITAS MONTE SERENO MORGAN HILL MOUNTAIN VIEW PACIFICA PALO ALTO PORTOLA VALLEY REDWOOD CITY SAN BRUNO SAN CARLOS SAN FRANCISCO SAN JOSE SAN MATEO SANTA CLARA SARATOGA SOUTH SAN FRANCISCO SUNNYVALE Woodside

DIVISION OFFICERS PRESIDENT EMILY LO, SARATOGA

VICE PRESIDENT LARRY MOODY EAST PALO ALTO

SECRETARYCHARLES STONE
BELMONT

TREASURER SHELLY MASUR REDWOOD CITY

DIRECTOR LIZ KNISS PALO ALTO

AT LARGE EMILY BEACH BURLINGAME

MARICO SAYOC Los GATOS

LEGISLATIVE ACTION COMMITTEE CORY WOLBACH PALO ALTO

STAFF LIAISON
SETH MILLER
REGIONAL MANAGER
EMAIL: SMILLER@CACITIES

Please return to the Peninsula Division c/o Seth Miller, 450 Taraval Street, PMB #236
San Francisco, CA 94116 by September 8 or deliver in person at the Annual Election
Breakfast on September 14th at the League Annual Conference in Long Beach.

President Larry Moody, Councilmember, East Palo Alto	Yes
Vice President Cory Wolbach, Councilmember, Palo Alto	Yes
Treasurer Shelly Masur, Councilmember, Redwood City	Yes
Secretary Marico Sayoc, Councilmember, Los Gatos	Yes
Board Director (Two Year Term) Alicia Aguirre, Councilmember, Redwood City	Yes
San Mateo County Representative Emily Beach, Councilmember, Burlingame	Yes
Santa Clara County Representative Charles "Chappie" Jones, Councilmember, San Jose	Yes
Legislative Action Committee, Santa Clara Nancy Smith, Councilmember, Sunnyvale	Yes
Legislative Action Committee, San Mateo Charles Stone, Councilmember, Belmont	Yes
Past President Emily Lo, Councilmember, Saratoga	Yes

TOWN COUNCIL WEEKLY DIGEST

Thursday – August 30, 2018

- 1. Agenda (Cancellation) Parks & Recreation Committee Monday, September 3, 2018
- 2. Agenda Bicycle, Pedestrian & Traffic Safety Committee Wednesday, September 5, 2018
- 3. Agenda Planning Commission Wednesday, September 5, 2018
- 4. Notice of Town Hall Closure In observance of Labor Day Monday, September 3, 2018
- 5. Newsletter San Mateo County "Home for All" August Update
- 6. Invitation to Climate Event on United Against GHGs: Diesel Free by '33 Wednesday, September 12, 2018

Attached Separates (Council Only)

(placed in your town hall mailbox)

1. None



Town of Portola Valley Parks & Recreation Committee Meeting Monday, September 3, 2018 - 7:30 pm **Historic Schoolhouse** 765 Portola Road, Portola Valley, CA

PARKS & RECREATION COMMITTEE MEETING CANCELLATION NOTICE

The regular meeting of the Parks & Recreation Committee scheduled for Monday, September 3, 2018 has been canceled

The next regularly scheduled meeting is Monday, October 1, 2018



TOWN OF PORTOLA VALLEY

<u>Bicycle, Pedestrian and Traffic Safety</u>

<u>Committee Meeting</u>

Wednesday, September 5, 2018 – 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

MEETING AGENDA

1. Roll Call

Welcome new Committee member – Kenny Cheung!

- 2. Oral Communications
- 3. Approve Minutes of the August 1st Meeting
- 4. Sheriff's Report:
 - a. Accidents and Citations
 - b. Updated requests for Law enforcement presence, as required
- 5. Public Works Report:
 - a. Traffic & Pedestrian study Choice of consultant, planning observation phase
- 6. Ongoing Committee Business for 2018
 - a. Windy Hill Parking
- 7. 2018 Outreach
 - a. Town Picnic Saturday, September 8, 2018
 - b. Bike Rodeo Saturday, September 15, 2018
- 8. Matters Arising
- 9. Time and Date for October 2018 meeting:
 - a. Scheduled meeting Wednesday, October 3, 2018, 8:15 am
- 10. Adjournment.

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TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Planning Commission Wednesday, September 5, 2018 Historic Schoolhouse 765 Portola Road, Portola Valley, CA 94028

SPECIAL PLANNING COMMISSION FIELD MEETING

5:00 PM 844 Portola Road - Conditional Use Permit modification and Variance.

REGULAR MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Commissioners Hasko, Kopf-Sill, Taylor, Vice-Chair Goulden, Chair Targ

ORAL COMMUNICATIONS

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

PUBLIC HEARING

 Architectural, Site Development Review for a New Residence, Removal of Significant Trees and Landscaping, and Variance Review for Uncovered Parking, File # 43-2017, 5588 Alpine Road, Ross Residence (Staff: A. Cassidy)

NEW BUSINESS

- Preliminary review of a Conditional Use Permit modification and Variance, Request to:
 - Exceed the maximum allowable floor area to construct 2,910 sf where 1,715 sf is allowed,
 - Allow a 7 foot 9 inch side setback where 20 feet is required, and
 - Allow a 16 foot rear setback where 20 feet is required.

For Pacific States Capital/John Hansen (Hallett Store) 844 Portola Road. File #1-2018 and X7D-178. (Staff: C. Richardson)

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

3. News Digest: Planning Issues of the Day

APPROVAL OF MINUTES

- 4. Planning Commission Meeting of July 18, 2018
- 5. Planning Commission Meeting of August 1, 2018

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 Planning Department 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

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 Library located adjacent to Town Hall.

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 Planning Commission at, or prior to, the Public Hearing(s).

PORTOLA VALLEY TOWN HALL



WILL BE CLOSED

Monday, September 3, 2018

In observance of Labor Day

In Case of Emergency: Sheriff's Office: 911

From: Emiko Hashisaki

To: <u>Craig Hughes</u>; <u>Jeff Aalfs</u>; <u>AnnWengert-DG</u>; <u>MaryannMoise-DG</u>

Cc: Sharon Hanlon

Subject: Invitation for Portola Valley City Council Members to attend Climate Event on Sept 12 - Steve Kerr morning

keynote

Date: Thursday, August 30, 2018 4:31:09 PM

Dear Portola Valley City Council Members,

Working on behalf of the Bay Area Air District, I am following up with you to make sure you received the invitation we sent a couple weeks ago. You all have been invited to attend **United Against GHGs: Diesel Free by '33** on September 12, 2018, hosted by the Bay Area Air District in San Francisco, CA. As Bay Area leaders, you will be discussing funding, technology and policies to phase out diesel, reduce climate pollutants and prevent greenhouse gas emissions for the health and well-being of our communities and planet.

Morning conversation on "Leadership Beyond the Court" with <u>Steve Kerr</u>, Head Coach of the 2018 NBA Champion Golden State Warriors

Afternoon keynote conversation with **Tanya Muller Garcia**, Mexico City Secretary of the Environment

Registration for the event is by invitation only. Seating is extremely limited, so please RSVP now to reserve your space.

Register Here.

Please feel free to email or call if you have questions.

Regards, Emiko

Emiko Hashisaki On behalf of the Bay Area Air District p. 415-543-5937

TOWN COUNCIL WEEKLY DIGEST

Thursday - September 6, 2018

- 1. Agenda (Cancellation) Architectural & Site Control Commission Monday, September 10, 2018
- 2. Agenda Emergency Preparedness Committee Thursday, September 13, 2018
- 3. Agenda Cultural Arts Committee Thursday, September 13, 2018
- 4. Monthly Meeting Schedule September 2018
- 5. Western City Magazine September 2018

Attached Separates (Council Only)

(placed in your town hall mailbox)

1. None



TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Architectural and Site Control Commission (ASCC)
Monday, September 10, 2018
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

NOTICE OF MEETING CANCELLATION

ARCHITECTURAL AND SITE CONTROL COMMISSION MEETING REGULARLY SCHEDULED FOR

Monday, September 10, 2018

Notice is hereby given that the Portola Valley Architectural and Site Control Commission meeting regularly scheduled for September 10, 2018 has been cancelled.

The next regular meeting of the Portola Valley Architectural and Site Control Commission is scheduled for Monday, September 24, 2018 at 7:00 PM, in the Historic Schoolhouse, located at 765 Portola Road, Portola Valley, CA.



TOWN OF PORTOLA VALLEY

Regular Meeting of the
Emergency Preparedness Committee
Thursday, September 13, 2018 - 8:00 AM
EOC / Town Hall Conference Room
765 Portola Road, Portola Valley, CA 94028

MEETING AGENDA

- 1. 8:00 Call to order
 - Members: Mark Bercow, Dave Howes, Anne Kopf-Sill, Dale Pfau, Chris Raanes, Ray Rothrock, Craig Taylor, Bud Trapp
 - Potential Guests: Jeremy Dennis/Town Manager, Brandi de Garmeaux, Assistant to Town Manager, John Richards/Town Council, Dan Ghiorso and Selena Brown/ WFPD, Christina Corpus/Sheriff's Office, Gary Neilsen/Police Commissioner, Chuck Nile/Red Cross, Stuart Young/former EPC member, Mark Dahlen, Doug Keyston/Woodside Emergency Preparedness Committee, Wil Patterson /PV Public Works Committee, Jerry Shefren/resident, Lori Duvall/resident
- 2. 8:01 Oral Communications
- 3. 8:05 Approve minutes for August 9, 2018 meeting
- 4. 8:10 CERPP/WFPD Report (Brown/Ghiorso)
- 5. 8:15 Town Report (de Garmeaux)
- 6. 8:20 Committee Reports
 - a) Medical Subcommittee Report
 - August 22nd seminar (Shefren, Taylor)
 - b) Communications Subcommittee Report (Rothrock)
 - Reimbursement for equipment to make the amateur radio channel with OES operational in PV
- 7. 8:35 Goals review
- 8. 8:55 Next meeting is October 11, 2018
 - a) Quorum check
- 9. 9:00 Adjourn.



TOWN OF PORTOLA VALLEY

<u>Cultural Arts Committee Meeting</u>

Thursday, September 13, 2018 - 1:00 PM

Historic Schoolhouse

765 Portola Road, Portola Valley, CA

MEETING AGENDA

- 1. Call to Order
- 2. Oral Communications
- 3. Approval of Minutes June 14, 2018
- 4. Old Business:
 - Summer Concerts debrief
 - > Fall event planning
- 5. Adjournment

Town of Portola Valley

Town Hall: 765 Portola Road, Portola Valley, CA 94028 Tel: (650) 851-1700 Fax: (650) 851-4677

SEPTEMBER 2018 MEETING SCHEDULE

Note: <u>Unless otherwise noted below and on the agenda, all meetings take place in the Historic Schoolhouse</u>, located at 765 Portola Road, Portola Valley, CA

<u>TOWN COUNCIL – 7:00 PM</u> (Meets 2nd & 4th Wednesdays)

Wednesday, September 12, 2018

Wednesday, September 26, 2018

<u>PLANNING COMMISSION - 7:00 PM</u> (Meets 1st & 3rd Wednesdays)

Council Liaison – Jeff Aalfs (for months July, August, September

Wednesday, September 5, 2018

Wednesday, September 19, 2018

ARCHITECTURAL & SITE CONTROL COMMISSION - 7:00 PM (Meets 2nd & 4th Mondays)

Council Liaison – Craig Hughes (for months July, August, September)

Monday, September 10, 2018 - CANCELED

Monday, September 24, 2018

<u>BICYCLE, PEDESTRIAN & TRAFFIC SAFETY COMMITTEE – 8:15 AM</u> (Meets 1st Wednesday of every month)

Council Liaison - Craig Hughes

Wednesday, September 5, 2018

CABLE & UTILITIES UNDERGROUNDING COMMITTEE

Council Liaison - Craig Hughes

As announced

<u>CONSERVATION COMMITTEE - 7:30 PM</u> (Meets 4th Tuesday)

Council Liaison – John Richards

Tuesday, September 25, 2018

<u>CULTURAL ARTS COMMITTEE</u> – (Meets 2nd Thursday of every month)

Council Liaison – John Richards

Thursday, September 13, 2018

<u>EMERGENCY PREPAREDNESS COMMITTEE – 8:00 AM</u> (Meets 2nd Thursday of every month)

in the EOC / Conference Room at Town Hall

Council Liaison – John Richards

Thursday, September 13, 2018

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

<u>NATURE AND SCIENCE COMMITTEE – 5:00 PM</u> (Meets 2nd Thursday of alternate even numbered months)

Council Liaison - Jeff Aalfs

OPEN SPACE ACQUISITION ADVISORY COMMITTEE

Council Liaison – Craig Hughes Thursday, September 27, 2018

PARKS & RECREATION COMMITTEE - 7:30 PM (Meets 1st Monday of every month)

Council Liaison – Ann Wengert Monday, September 3, 2018 – **CANCELED**

PUBLIC WORKS COMMITTEE

Council Liaison – Jeff Aalfs As announced

SUSTAINABILITY & ENVIRONMENTAL RESOURCES COMMITTEE - 10:30 AM (Meets 3rd

Monday of every month) in the EOC/Conference Room at Town Hall Council Liaison – Ann Wengert

Monday, September 17, 2018

TRAILS & PATHS COMMITTEE – 8:15 AM (3RD Tuesday of every month, or as needed)

Council Liaison – Jeff Aalfs Tuesday, September 18, 2018