



TOWN OF PORTOLA VALLEY

7:00 PM – Special Meeting of the Town Council
Wednesday, August 12, 2020

**THIS SPECIAL MEETING IS BEING HELD VIA
TELECONFERENCE ONLY**

SPECIAL MEETING AGENDA

COVID-19 DISEASE ADVISORY NOTICE

The San Mateo County Health Officer, in conjunction with colleagues from five other Bay Area Counties, has issued legal orders to help stop the spread of the coronavirus. These legal orders include directing all residents to shelter in place, with exceptions for visits to essential service providers such as grocery stores, gas stations, and pharmacies.

This meeting will be conducted in compliance with the Governor's Executive Order N-25-20 issued on March 12, 2020, and N-29-20 issued on March 18, 2020, allowing for deviation of teleconference rules required by the Brown Act. On Thursday, March 19, Governor Gavin Newsom issued a statewide stay-at-home order to protect the health and well-being of all Californians. In an effort to reduce the risk of spreading Coronavirus (COVID-19), members of the Town Council, the Town Manager, and the Town Attorney will all participate via teleconference. The purpose of this is to provide the safest environment for officials, staff, and the public while allowing for public participation.

Remote Public Comments: Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please send an email to jdennis@portolavalley.net by 5:00 PM on the day of the meeting. All received questions and comments will be read by the Mayor and addressed and will be included in the public record.

Additionally, the Town Council will take questions by using the Q&A button for those who attend the meeting online or on the App.

Finally, if you can only call in and you did not send in questions and comments ahead of time, you can press *9 on your phone to "raise your hand" The town council will call on people to speak by the phone number that is calling in.

We encourage anyone who has the ability to join the meeting online to do so. You will have access to any presentations that will be shown on your screen and can easily ask questions in the Q&A.

Below are instructions on how to join and participate in a Zoom meeting.

To access the meeting by computer

<https://zoom.us/j/97260391386>

To access the meeting by phone:

Dial 1-669-900-6833 or
1-888-788-0099 (toll-free)

Webinar ID:

972 6039 1386

Remote Public Comments:

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please send an email to jdennis@portolavalley.net by 5:00 PM on the day of the meeting. All received questions and comments will be read by the Mayor and included in the public record.

Town Council will take questions during the meeting by using the Q&A button provided at the bottom of the webinar screen. *Speakers' time is limited to three minutes per speaker.*

7:00 PM - CALL TO ORDER AND ROLL CALL

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

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.

Speakers' time is limited to three minutes.

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** – July 22, 2020 (3)
2. **Approval of Warrant List** – August 12, 2020 (15)
3. **Recommendation by Town Manager** – California Employers' Retiree Benefit Trust (CERBT) Fund Final (20)
Paperwork
 - (a) Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of California Employers' Retiree Benefit Trust (CERBT) Agreement (Resolution No. __)
4. **Recommendation by Town Manager** – Contract Amendment for Contract Planning Services with Good City (34)
Company

REGULAR AGENDA

STAFF REPORTS & RECOMMENDATIONS

5. **Report by Town Manager and Subcommittee** – Update on Race and Equity Conversation (46)
6. **Recommendation by Town Manager** – Other Post-Employment Benefits (OPEB) Trust Payments (47)
7. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS** (49)
Oral reports 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.*
8. **TOWN MANAGER REPORT** (50)

WRITTEN COMMUNICATIONS

9. **Town Council Digest** – July 23, 2020 (51)
10. **Town Council Digest** – July 30, 2020 (55)
11. **Town Council Digest** – August 6, 2020 (60)

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 SPECIAL MEETING NO. 994, JULY 22, 2020

CALL TO ORDER AND ROLL CALL

Mayor Aalfs called the Town Council's Special Teleconference meeting to order at 7:00 p.m. Ms. Hanlon called the roll.

Present: Councilmembers Craig Hughes and Ann Wengert; Vice Mayor Maryann Derwin; Mayor Jeff Aalfs

Absent: Councilmember John Richards

Others: Jeremy Dennis, Town Manager
Brandi de Garneau, Assistant to the Town Manager
Cara Silver, Town Attorney
Cindy Rodas, Finance Director
Sharon Hanlon, Town Clerk

ORAL COMMUNICATIONS

(1) **PRESENTATION** – Proclamation Honoring Tim Molak upon his Retirement from Woodside Priory

Mr. Aalfs read the proclamation honoring Mr. Molak, detailing his education, achievements, community service, and leadership at Woodside Priory School, as detailed in the staff report.

Mr. Molak said he loved being in Portola Valley and loved everything the Priory meant to the community and the way the Town has helped them foster their growth. He said it has been a wonderful experience for him and the monastic community there that began in 1956.

(2) **PRESENTATION** – Proclamation Honoring Lew Hess upon his Retirement from United Parcel Service.

Mr. Aalfs read the proclamation honoring Mr. Hess, detailing his history with United Parcel Service and anecdotes about his time in Portola Valley, as detailed in the staff report.

Mr. Hess expressed his gratitude to the Town for the honor and for how kind everyone has been to him in his 35 years with UPS in Portola Valley, the stories, the children, and the dogs. He said he cannot call it work – it is where he grew up and where people cared for him and he cared for them.

Leslie Field sent applause through the Zoom chat feature. Danna Breen wrote: "We are going to miss you so much. This sucks. The dogs will miss you."

Mr. Hess thanked Danna Breen for all the signs she and others put out. He said he saw them all, photographed them, and will try to get them posted on the Forum.

CONSENT AGENDA

(3) **Approval of Minutes** – Town Council Meeting of July 24, 2020. *[Removed from Consent Agenda.]*

(4) **Ratification of Warrant List** – July 8, 2020, in the amount of \$7,078.64. *[Removed from Consent Agenda.]*

(5) **Approval of Warrant List** – July 22, 2020, in the amount of \$415,468.18. *[Removed from Consent Agenda.]*

(6) **Recommendation by Assistant to the Town Manager** – Adoption of a Resolution Authorizing Consultant Service Agreement, Information Technology Services for Town Hall *[Removed from Consent Agenda.]*

(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 the City of Redwood City (Resolution No. ___)

(7) **Appointment by Mayor** – Member to the Conservation Committee

Councilmember Hughes moved to approve Consent Agenda Item 7. Seconded by Vice-Mayor Derwin, the motion carried 4-0, by roll call vote.

(3) **Approval of Minutes** – Town Council Meeting of July 24, 2020.

Councilmember Wengert moved to approve the minutes as amended. Seconded by Councilmember Hughes, the motion carried 4-0, by roll call vote.

(4) **Ratification of Warrant List** – July 8, 2020, in the amount of \$7,078.64.

(5) **Approval of Warrant List** – July 22, 2020, in the amount of \$415,468.18.

Councilmember Wengert requested that a more readable format be developed for these reports. The Council agreed. Councilmember Wengert and Councilmember Hughes will review the format with Finance Director Rodas.

Councilmember Wengert moved to approve Consent Agenda Items #4 and #5. Seconded by Vice-Mayor Derwin, the motion carried 4-0, by roll call vote.

(6) **Recommendation by Assistant to the Town Manager** – Adoption of a Resolution Authorizing Consultant Service Agreement, Information Technology Services for Town Hall

(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 the City of Redwood City (Resolution No. 2829-2020)

Councilmember Wengert asked about the significantly increased amount for the IT services contract. Assistant to the Town Manager de Garreaux said the Town is not obliged to spend the contract amount and will receive a refund if it's not spent. She said last year and this year the Town was quite conservative with the contract amount. She said the overages this year are due to transferring the entire staff to remote working and to electronic processes. She said, even with that, they are only over budget by \$1,884. She said that next year she would probably increase the contract amount to more closely match the budgeted amount. She said as they are transitioning to more electronic processes and increased software, more time is required from Redwood City IT, especially now that they will likely continue working remotely for some time. She said there have been upgrades have been acquired, increased capacity for remoting in accounts, increased capacity of VPN device, increased internet bandwidth, etc.

Councilmember Wengert moved to approve Consent Agenda Item #6. Seconded by Councilmember Hughes, the motion carried 4-0, by roll call vote.

REGULAR AGENDA

COMMITTEE REPORTS AND REQUESTS

(8) **Ad-Hoc Wildfire Preparedness Committee Recommendation** – Quarterly Report

Town Manager Dennis described the background of the Ad-Hoc Committee and presented the Quarterly Report detailing recommendation implementations that are completed, underway, continuous, and have not yet begun, as detailed in the staff report. Staff recommended the Town Council accept the quarterly report on the status of recommendations adopted by the Council from the Wildfire Preparedness Committee in December.

Mayor Aalfs invited questions from the Council. Town Manager Dennis shared before and after photographs of work done.

In response to Vice-Mayor Derwin's question, Town Manager Dennis said the Town has not received a significant response from MidPen and it remains an ongoing conversation. Vice-Mayor Derwin asked regarding next steps to get a better response. Town Manager Dennis said it will likely involve him having additional conversations. He said MidPen is very aware that the Town wants them to move along. He said MidPen indicated, during their last conversations around fire mitigation management, that they weren't planning to do significant work in the short-term. At that time Town Manager Dennis commented to their General Manager that this was challenging and disappointing to the Town, given this has been on the docket for so long. Town Manager Dennis said he will continue to try to get them to move along on this and anticipates that the Wildfire Committee will play a role a little later this year in this regard. He acknowledged it is a source of frustration. Vice-Mayor Derwin said MidPen is answerable to their board. She asked when the representative is up for reelection. She said she has not found him to be very responsive.

Mayor Aalfs asked for a summary on what had been requested of MidPen. Town Manager Dennis said they have been asked to accelerate and expand a variety of vegetation management efforts on the two properties that they operate in Portola Valley, in particular Windy Hill. They have done some work and identified additional work that does not look to be scheduled for this year. Town Manager Dennis also talked to the new Executive Director at the Sequoias last week and he is aware there is a role for him to play as well in advocating on behalf of the Sequoias.

Mayor Aalfs said the Committee met yesterday and they are all still there and trying to move forward on various items. Town Manager Dennis also attended the meeting and said it was very productive with a lot of information.

With no additional questions from the Council, Mayor Aalfs invited comments or questions from the public.

Rusty Day, 178 Pinon Drive. Mr. Day said, on behalf of Portola Valley Neighbors United (PVNU), that they wrote the Council and the Ad-Hoc Fire Preparedness Committee yesterday. He commended and thanked the Committee for their work. He said there needs to be a bolder agenda in taking on the threat and risk that wildfire presents to the community. He said, to put it in historical perspective, 50 years ago some of the founders and residents of Portola Valley got together and pioneered a set of land use regulations to address the risk and threat presented by seismic instability. He said that for five years renowned USGS Geologist, Dwight Crowder, pushed the Town to recognize that it was incumbent upon them to draw upon geologic science, recognize the risks, and develop appropriate land use regulations and ordinances to deal with it. In 1970 the Town formed a Geologic Safety Committee which included renowned USGS and Stanford geologists, who developed a set of General Plan principles, objectives, and ordinances that were pioneering and widely acclaimed throughout the United States and Europe. He said the same opportunity is presented here. Mr. Day said the risk that wildfire presents to the community is even greater. He said the PVNU has sent a seven-page letter and wants the Council to address the issues raised in the letter – A) Develop a set of General Plan and Ordinances that regulate land use in town to reduce the risk of wildfire; B) Establish a position for a public safety officer to administer those regulations and to implement what is already in the General Plan, and has been for 10 years, the development of an emergency operations center, staff it and operate it, evacuation plans for the town, publicize them, practice, rehearse, and teach people in town how to employ them; and, 3) Adopt ordinances that require removal of ladder fuels from properties throughout town in accordance with a schedule of risk much like that promulgated in the Moritz report 12 years ago for the town about very high and high fire risks in town. He said those areas of town with vegetation and topography aspects that create a very high risk of fire

should be subjected to a requirement to reduce and remove the ladder fuels that cause wildfire throughout the community.

Mayor Aalfs acknowledged receipt of Mr. Day's letter. Town Manager Dennis said he replied to PVNU's letter earlier today via email. He said it is inaccurate that the Town has no operating EOC. He said the Town does have an established EOC that has been in place for many years and they regularly hold exercises. They are expanding that into drills in the coming months. He said they had an evacuation drill scheduled for September but it has been delayed due to COVID. Town Manager Dennis said the Town, on a regular basis, partners with Woodside Fire and Firesafe San Mateo County on grant requests including one they applied for from PGE, but unfortunately did not receive. He said vegetation management is underway. He requested that his response to PVNU's letter be posted on their website.

The question, "What can we do to accelerate the Building Code changes" was submitted by Karen through the chat feature. Town Manager Dennis apologized if his answers sounded bureaucratic but said they're important as it relates to how these things get completed. Town Manager Dennis said the Wildfire Committee made a recommendation to perform this work. When the recommendations come to the Town Manager's office, he categorizes them as short- and medium-term goals because it would be impossible to complete 25-30 tasks all at once. He said the Building Code work will begin this year as it relates to these issues. He advised that it takes a significant amount of time to get a Building Code amendment of this scale through and usually involves multiple meetings with the Planning Commission. He said that even with issues wherein there is a sense of agreement, there are often people in other places who are opposed to these types of changes. He said the Town's Planning Director is currently on a medical leave and some of this work will not happen right away. Mayor Aalfs agreed that it will take significant time to achieve both the Building Code and Design Guideline changes, which are also somewhat out of date. He said they are two long-term projects that got sidetracked this year by COVID. He said no one is questioning their importance or the Town's desire to tackle them but it will take longer than desired.

STAFF REPORTS & RECOMMENDATIONS

(9) Recommendation by Town Manager and Subcommittee – Update, Race and Equity Conversation

Town Manager Dennis provided the update to the Council regarding the ongoing conversation with residents. He said they have started to receive comments through their online [engagement portal](#) and hope to get many more. He said they have so far been very productive, useful, and understanding regarding people's concerns. He said the Town will continue to promote the tool and encouraged everyone to share the information and participate.

Vice-Mayor Derwin said not very many residents (approximately 10) have commented through the portal yet. She said the comments received are appreciated because they guide the next steps, which could include forming a committee or planning a Zoom Town Hall. She said in the last month since the last meeting, she, Councilmember Richards, and Town Manager Dennis had a Zoom meeting with Capt. Christina Corpus, who was presented with all of the questions that came from the Town and the community. Vice-Mayor Derwin said there was very interesting responses. She said the next big step is to meet with Sheriff Bolanos, perhaps in a Zoom Town Hall.

Vice-Mayor Derwin said she and Councilmember Richards had a Zoom meeting with Kim Akers, Lucy Neely, and Sudha Fatima, who have been working on the discussion group after the protests. This group would like to have a Zoom Town Hall. Councilmember Richards and Mayor Aalfs have been attending those discussion groups. Ms. Fatima is working on a project with a group in Redwood City for Next Door. Ms. Fatima said the panel that does the moderating on Next Door tends to suppress minority voices and she is requesting they use a panel trained to moderate conversations about race.

Vice-Mayor Derwin said she and Councilmember Richards have been watching all the Zoom community forums in the neighboring communities, such as the Race and Policy and Color of Justice Zoom on June 26 and Part 1 of the Racial and Social Justice in America Zoom on July 1 (which is on You Tube through

Mid Pen Media Center), with a Part 2 to occur on July 29. She said she watched Let's Talk about Racism, When Your Neighbors Racially Profile Your Other Neighbors, on July 9. She said she knows many of the people on those Zoom panels who would be happy to help the Town.

Vice-Mayor Derwin urged everyone to go to the portal and comment. She would like to bring something for the Council to vote on at the next meeting.

Town Manager Dennis said a number of training opportunities for the Council have been identified and are being reviewed by Vice-Mayor Derwin and Councilmember Richards. Town Manager Dennis will be holding two classes for staff in the next few months. Town Manager Dennis said Brandon, an intern, has been brought onboard – one of the Stanford students who participated in the study that was part of the Wildfire Preparation Committee's presentations on the efficacy of the Los Trancos Woods Fire Prevention efforts. Brandon is a member of the LGBTQ community and will help from that perspective in these conversations. Mayor Aalfs said he has attended three of the last four Sunday demonstrations and the discussion groups after, led by Kim Aker. He said there has been good response and it is a good discussion group.

Rita Comes Whitney, Westridge. Ms. Whitney said at the last Council meeting she asked about changing some of the wording in Vice-Mayor Derwin's comments regarding the three people killed by tasers by the Sheriff's Department. She said it has not been changed and people are still commenting on that statement. She asked if she needed to write it in the portal or if there was another way she can go about having that reference changed or at least add another sentence or two.

Vice-Mayor Derwin said she did not write the words but they were in a memo under her name and Councilmember Richards' name. She said it was a memo largely written by staff, who were capturing comments made by participants in a prior meeting. The words were not in the resolution but were just in the report.

Ms. Whitney said that, respectfully, she would like to say that if someone does repeat a racist comment that the public feels strongly about – and she noticed someone else in the portal commented about tasers and that statement – that those statements should be corrected, regardless of somebody reporting what was seen someplace else.

Councilmember Hughes said the purpose of reports is clarity. He said the language in the report is subject to different interpretations. He agreed that it could be read as having racist connotations even though that was not the intent. He said the Council does not need to take action because there was no action taken to accept the report in the first place and it was more of a memo. He suggested that if the Subcommittee wanted to issue a new memo with the correction for the next report to the Council, to clarify the language, it could go a long way to address the raised issue. Ms. Whitney said it would be helpful if there was a process in place. Mayor Aalfs said he noticed in the June 24 meeting minutes, Vice-Mayor Derwin did point out the clarification of that report and acknowledged that it was written improperly. Mayor Aalfs said he would be happy to correct that going forward. Vice-Mayor Derwin agreed and said it was clarified in the public record of the last Council meeting minutes but she will be happy to write it out to present at the next meeting.

Councilmember Hughes said he looks forward to the training programs and moving to the next stage after receiving the portal comments, which has been very helpful to give people a forum to voice.

(10) Recommendation by Town Manager – Revised FY 2020-21 Budget and Council Priorities

Town Manager Dennis described the background of the adoption of the interim budget. He described the vulnerable revenue sources, the Capital Improvement Program (CIP), other considerations, and next steps as detailed in the staff report. Staff requested input from the Council regarding the overall approach in the continued development of the budget.

Mayor Aalfs invited questions and comments from the Council.

Councilmember Wengert said we are entering a long-term pandemic scenario with a significant component of staff working remotely. She said it was probably safe to put this interim budget all the way through to the end of this next budget year (June 2021). She said if that's the scenario, then a big part of the discussion begins with how the remote staffing is working and the different possible scenarios regarding staffing and related benefits and the material impacts.

Town Manager Dennis said it is an evolving conversation that is difficult to articulate because some of the information isn't quite there yet. He said for just over a month they've had in place a staffing plan that allows people go to back in the office, with typically two or three staff members in the office on any given day, depending on the activity that is necessary. He said he does not anticipate a significant change in the cost of operating Town Hall from a staffing perspective. He said there may be issues around utilities and a few other things, but he doesn't see it yet. He said some of that may happen in services and supplies. He said the Planning position that has been open for a year will not likely be funded at this time and will instead be filled with some consultant work. This will result in some savings, particularly on the benefits side. He said they do want to fill the vacant Account Technician position but it may not be budgeted at the right level for the kind of expertise they're looking for. He does not anticipate significant savings there. He said staff is not seeing a reduction in the amount of time being put into work, just that time is being put into different work, and that analysis is ongoing. He said he does not anticipate significant reductions in expenditures on the operational side related to more people working from home. He said he is talking with other City Managers to see what they understand around this issue.

Councilmember Wengert said the corollary to that is looking at the priorities and what can realistically be done. She said that however the workload is distributed among the staff, the ability to take on projects will be critical to be able to start to move forward during this next 12-month period. She said having some idea of what the mix of remote and on-site staffing will look like will be very useful to how the budget looks. Town Manager Dennis said the analysis is correct that in the short-term staffing will not look significantly different until COVID is under some level of control. Speaking with regard to government in general, he said it is not likely that there will be a wholesale 100 percent return of employees. He said this is the first time in the history of the work from home movement that everyone had to come up with solutions and he doesn't see it going back to how it was before. He said there are absolutely ways to accommodate it and perform all the work required. He said on the Planning side, he would not expect there to be the ability to do significant planning work without the use of consultants. He said some of that is reimbursable depending on the work. He said there are grants around the Housing Element work so that will not cost the General Fund.

Vice-Mayor Derwin said she would like to have a more formal discussion about what Town Hall will look like in the future. She asked if the Town has the CARES money. Town Manager Dennis said it is coming. Vice-Mayor Derwin asked the amount of the OPEB Trust Fund. Town Manager Dennis said the Finance Committee will be recommending to pay off the full amount out of the audit, \$1.1 million, which can be paid all at once or over four quarters. In response to Vice-Mayor Derwin's question, Town Manager Dennis confirmed that the Finance Committee has not yet had an opportunity to sit down with the prefunding organization out of CalPERS to look at the Retirement Trust Fund and it is in the process of being scheduled. Vice-Mayor Derwin asked if there is still Planning money available for use in the Housing Element work for the RHNA 6. Town Manager Dennis said there are multiple pots and the vast majority of the work, if not all, is covered by State grants and the like.

With no other questions from the Council, Mayor Aalfs invited public comment.

Betsy Morgenthaler. Ms. Morgenthaler said she recently attended a CalMatters forum on the future of work and there are a lot who believe things will not go back to the way they were. She said this could have great impact. She said a majority of the Palo Alto City Council has written to ABAG and RHNA requesting a delay in the RHNA 6 process, commenting that the process is moving too fast for the conditions we're working under today. She said working with staff at home, who are unable to quickly access materials, if at all, and as a member of the public seeing people in little boxes on her computer

screen, is not the same when we were all connected at Town Center. She said it is difficult to deal with topics that are as weighty as RHNA 6. She said RHNA 6 is not yet with us, and she suggested that our priorities, particularly Priority #2, be slowed down. She said there doesn't seem to be a reason to accelerate from RHNA 5 to RHNA 6 at this rate, at this time, and in this environment. Town Manager Dennis said he is aware of a few cities that have requested to slow down the process but has seen no indication that will actually happen. He said was just on a Webinar with Planned Bay Area and they are not slowing down and have even added units to San Mateo County. He is not getting a sense from any regional bodies that they are slowing down, which is not to say the Council should not weigh in. Councilmember Hughes said he got the same sense from the recent ABAG General Assembly meeting and said MTC and ABAG are moving ahead as quickly as they can. Town Manager Dennis said one of the issues is that the County and region are in such a deficit that simply adding enough units to catch up with the deficit is substantial.

Kristy Corley asked to budget three banners to post around Portola Valley regarding Town Council elections and four newspaper ads for Town Council elections ongoing in the future. She said she was told banners could not be put up at this time regarding elections.

Councilmember Hughes said he does not think staffing levels should be decreased or increased dramatically at this time but perhaps the workload may need to be shifted around. He said there is fundamentally the same amount of work to do and he would not anticipate staffing costs to change significantly. He said he would not expect there is a lot of room to change things dramatically on the cost side other than optional work items, such as capital expenses that could be delayed a year. He said he looks for more caution and flexibility around expenses that are not necessary for the next 12 months. He said there is a lot of uncertainty and he'd like to see the budget looking at necessary projects as the baseline and what items can be put off if not immediately necessary.

Mayor Aalfs said the wildfire preparedness must be continued. The Housing Plan implementation must be continued because it is a State requirement. Councilmember Hughes noted that there are still elements of RHNA 5 that the Town has not yet completed and that must be done. Mayor Aalfs said there some Sustainability items that must be retained, such as the Reach Code.

Town Manager Dennis said he was not hearing the Council recommending cutting priorities, rather to build the budget to an acceptable level of risk associated with the revenue streams and if things can be added based on how the revenue is doing and the status of the world, that can be somewhat flexible. Town Manager Dennis said staff can look at what needs to be done now and what would be nice to do now. He was optimistic that the revenue picture will not fundamentally change for the Town. He said property tax revenue will likely continue to increase, utilities and franchise tax fees will continue to increase, and the Town's investments have been extraordinarily positive. The more modest budget should also have some additional flexibility to do other projects. Town Manager Dennis anticipates the Council seeing a budget that may be 5 to 10% lower than normal in some of the operational costs, which would not be pulling in revenue anyway. He said planning activity is important and he does not have a great read on what that will look at, except there is some pent-up energy to do some work which could last the year. He said no staff has been added in more than a year, yet the workload continues to increase. He said a good example is the unanticipated fire prevention work which has caused some other tasks to be put aside. He said there have been more public records requests in the last year than they've had in 20 years, which takes many hours of work. He said they are not asking to increase staff but it is important to note that staff is working near to or at capacity.

Councilmember Wengert said she believes there will be a fair amount of variation among departments. She said Public Works never stopped working and her expectations are that if more funding can be secured, that may be a good area for additional projects if the Town can afford them. She said Planning has so many short, medium, and long-term tasks that she would be interested to hear their realistic opinion of the priorities. She said the Housing parts are already underway and there are affiliated partners who may be bringing projects this next year which should not be stopped because it is a part of a bigger commitment to meet obligations under the current RHNA cycle. She appreciates that the staff is doing a great job managing a very dynamic landscape. She would be interested to hear staff's priorities regarding

how much time it will take for some of the other things to help establish realistic expectations. Town Manager Dennis thanked Councilmember Wengert. He said they've often discussed the concept of flexibility in position and being able to adapt to current needs. He agreed that every Town department will approach this differently, with some departments having more opportunity for flexibility than others. Town Manager Dennis said some of the Council priorities cost staff time and some are additional expenditures.

Town Manager Dennis will reach out to Councilmember Wengert and Councilmember Hughes to further improve this process.

(11) **Discussion and Council Action** – SMC Strong Business Funds Reallocation

Town Manager Dennis explained the background of the SMC Strong program to support local businesses impacted by the COVID-19 pandemic. Only \$20,000 has been utilized because most businesses did not take advantage of the program, leaving \$80,000 of the Town's allocation unused.

Councilmember Wengert said it is apparent that COVID is not a short-term issue. She pointed out that the Town has already lost a tenant in the shopping center with more stress being felt by a number of other tenants. She said because SAMCEDA's program was unable to reach all the people it needed to reach, and the Town has not spent all that was allocated, she suggested consideration of a second phase of the program. She described the discussion items, as detailed in the staff report, and recommended the Town Council consider reallocation of budgeted funds for the SMC Strong program be considered for alternative uses.

Mayor Aalfs invited questions and comments from the Council.

Councilmember Hughes asked why the maximum amount was listed as \$50,000 instead of \$80,000. Councilmember Wengert said the thought was to return \$30,000 to the Town, reflective of the anticipated need. She said if there is more need, it can be added back in.

Mayor Aalfs said even though \$5,000 per business is a small amount, if the Town can help, he could support it.

Councilmember Hughes said he understands the desire to include Ladera and other unincorporated areas that are nearby but suggested it would be cleaner to limit it to Portola Valley proper. Councilmember Wengert she's also seen it done for "adjacent" communities. Councilmember Hughes said that may bring more than 10 applicants and it will be difficult to draw the lines. Mayor Aalfs said it could also be differentiated by extending it to the Town's sphere of influence, which would include Los Trancos Woods and Ladera. He said if it is limited to Portola Valley, they will not like spend near \$80,000.

Vice-Mayor Derwin said the money is coming from the General Fund and should only go to Portola Valley proper since it is Portola Valley proper taxpayer money. She said if there is a lot left over, she would then consider spreading it out further. Councilmember Wengert said if the funds are not used up, it can be readdressed because it will not be getting better any time soon for a number of the tenants.

Mayor Aalfs said he understands the point about it being cleaner to offer it only to Portola Valley proper but pointed out that a lot of residents use and rely on Ladera businesses. He said although it is the Town's taxpayer money, Ladera businesses benefit Portola Valley citizens.

Town Manager Dennis said not showing receipts may be fine, but showing need is important as part of an application process. Councilmember Wengert said she's worked with this directly in other places and they've asked for 2019 receipts for the same time period versus 2020 receipts to demonstrate a decline in revenue.

David Cardinal agreed with Councilmember Hughes and is supportive of reallocating the funds.

Town Manager Dennis said he would work with Councilmember Wengert to develop an application process and get the word out. Mayor Aalfs said he would also be supportive of starting with Portola Valley only and then consider expanding.

Councilmember Hughes moved to grant authority to the Town Manager to work with Councilmember Wengert to move forward with the business assistance program granting up to \$80,000 to Portola Valley businesses that continue to suffer from the COVID economic downturn, upon review by the Town Attorney. Seconded by Councilmember Wengert; the motion carried 4-0 by roll call vote.

Judith Murphy commented via chat, saying that Portola Valley tax money should be restricted to Portola Valley businesses and if little is used, then add in the sphere of influence.

(12) **Recommendation by Town Manager** – Extension of Local Emergency Declaration in Response to Novel Coronavirus (COVID-19)

Town Manager Dennis reviewed the previous emergency orders, subsequent orders, COVID-19-related subcommittees, and previous extensions, as detailed in the staff report. Staff recommended the order, as currently drafted, be revised for an additional 60 days.

Town Attorney Silver explained the County residential eviction moratorium providing countywide protection and a commercial eviction moratorium applying to unincorporated County. Many cities subsequently adopted a similar moratorium applying to their jurisdictions, including Portola Valley. She explained the Portola Valley urgency ordinance prohibiting commercial evictions for a certain time period, which expired on May 31. The second protection allowed tenants who had deferred rent prior to May 31 to pay that rent up to 180 days after expiration, a protection that is still in place. She said it is a bit confusing because the Town is not completely lined up with the County because while the County's ordinance also expired on May 31, it was then extended 30 days to June 30.

Mayor Aalfs invited questions from the Council.

In response to Councilmember Hughes' question about whether the expirations are tied to the emergency order or the emergency, Town Attorney Silver said it is a bit unclear because one section talks about tying it to the duration of the local emergency but another piece that says the eviction protection expires May 31. The intent was that if the emergency expired earlier, the protection would end but as long as the emergency was in effect, the protection would go through May 31. She said there is still some limited protection at the State level, which will expire on July 28. It is expected the Governor will take some action in the next few days. The State protection allows for lawsuits for eviction but no enforcement. The Judicial Council, however, has ordered there shall be no filing of unlawful detainer actions, which was issued on April 6 and expires 90 days after the State emergency is dissolved or the Judicial Council repeals the order. She said there is a patchwork of regulations in place but for the most part there is some protection. The legislature is also considering additional protection. Yesterday, the Board of Supervisors extended the residential eviction moratorium Countywide.

Mayor Aalfs invited public comment. Hearing none, Mayor Aalfs brought the item back to the Council.

Vice-Mayor Derwin moved to approve the 60-Day Extension of Local Emergency Declaration in Response to Novel Coronavirus (COVID-19). Seconded by Councilmember Hughes, the motion carried 4-0, by roll call vote.

Mayor Aalfs called for a five-minute break.

(13) **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

Councilmember Wengert – Attended July 13 ASCC meeting where they approved one of the projects. The other project, the Gambhir residence, had a very unhappy neighbor in attendance with his attorney.

There were also a number of other neighbors who expressed complete support of the project and the Gambhirs. After lengthy discussion, the Commission was supportive of the design with a request to make a few tweaks. Sadly, over the weekend, Dr. Gambhir passed away. Councilmember Wengert attended a lively Finance Committee meeting with Town Manager Dennis where there was a robust discussion on how much to pay down on the unfunded pension liability, \$1,190,000.

Councilmember Hughes – Also attended the ASCC meeting. He also attended the Bicycle, Pedestrian & Traffic Safety Committee meeting on July 1 where they got a report from the Sheriff's Office indicating very few citations due to very few cars on the road. Some property owners near the Windy Hill overflow parking have asked for help with people parking in front of the emergency access as well as visibility from their main driveway. He was unable to attend the Trails and Paths Committee meeting yesterday.

Vice Mayor Derwin – Attended, with Councilmember Richards and Dennis, a Zoom meeting with Capt. Christina Corpus. She explained the RIPA act, which requires all law enforcement to document all stops. Capt. Corpus said they are exploring how to do this and how to accurately record and report out race, age, gender, reason for stop, and outcome. Vice-Mayor Derwin asked why the Supervisors had approved \$1 million for new tasers. Capt. Corpus explained that the new tasers are less lethal. She talked about the California P.O.S.T. (Peace Officer Standards and Training) who oversees law enforcement in the United States and are connected to the DOJ. This issue will be on the agenda on August 12 and Capt. Corpus will attend. Capt. Corpus also said she would like to have a Zoom meeting to introduce the Deputies to the community. Vice-Mayor Derwin also attended the C/CAG meeting where she saw a presentation by 21 Elements about RHNA 6. The aggregate RHNA 6 numbers for San Mateo County will be 2.3 times as high as RHNA 5. A methodology committee is currently working on it. She said they are in agreement that equity is of primary importance. Jobs-rich opportunity areas, defined as places with low crime, good schools, in proximity to jobs (such as Portola Valley), might see higher RHNA numbers. She said while affordable housing has historically been located in the less desirable parts of the County, they are saying that practice must be changed. They may require higher RHNA numbers to cities with histories of racial and economic exclusion. High hazards areas such as places with earthquake faults, fire danger, flooding histories are a concern and RHNA should not be placed in those areas; however, this will not reduce a city's RHNA number nor excuse them from planning for and building affordable housing. Rather, the housing units need to be located in other parts of the city where those dangers are not as acute. Rezoning will likely be necessary for all cities in the County to accommodate their increased RHNA numbers and cities should start that process as soon as possible. Town Manager Dennis shared the website: <http://www.21elements.com/housing-elements> Vice-Mayor Derwin reviewed the July 9 Leg Report. She said board members shared things they are doing in their cities related to COVID and there was a lot of discussion about how to help the school districts, with not having enough space for childcare being a hot button issue. The Willow Road-101 Interchange was awarded the Interchange Project of the Year award. She attended the Flood and Sea Level Rise Resiliency District (FSLRR) meeting where they discussed the rates for the Water Pollution Control Services. The Climate Resiliency Bond is off the table due to COVID but there is hope for a recovery bond. She attended the JPA Express Lanes meeting where they discussed the terms for the \$100 million loan by the Transit District to the JPA. They discussed a Means Based Tolling Discount. She attended Portola Valley Racial Justice Organizing Zoom meeting with Councilmember Richards, which was a good meeting with great energy and good ideas.

Mayor Aalfs – Attended Ad Hoc Wildfire Preparedness Committee meeting. Mayor Aalfs said he was impressed with the report that the new intern, Brandon, put together with classmates from Stanford on the program effectiveness assessment of the Los Trancos Woods program. They got a more detailed description of Zonehaven and how it can be applied in Portola Valley. He said the contract is in place with Peninsula Clean Energy and Sun Run, who is offering residential battery storage systems, targeting medically vulnerable people, and single-family homes in high fire or PSPS areas. They provide a battery at a discount in exchange for allowing PCE to use it as part of their resource adequacy requirements. They are also trying to promote more awareness regarding fully electric homes. Vice-Mayor Derwin asked why Sun Run was chosen. Mayor Aalfs said they did an RFP and two companies were selected based on their capabilities and what they were offering in terms of the functions of the batteries and the competitive prices.

(14) **TOWN MANAGER REPORT** – Town Manager Dennis reported he had a good introductory conversation with the new Executive Director at the Sequoias, Rob Hayes. He will talk to him tomorrow to discuss the continued closure of the Sequoia Trail. He said there was a pop-up Little League baseball game at Ford Field. The local Little League Commissioner was unable to determine who it was. Reluctantly, he had to ask staff to place a large log at second base that will be difficult to move and they are also altering their irrigation times to keep people off the fields. Town Manager Dennis has a new intern who goes by the they/them pronouns, Brandon. They just graduated from Stanford and will be working on the Climate Action plan. Brandon will be reviewing all of the work the cities in San Mateo County are doing around race inequity. Town Manager Dennis scheduled a meeting with the new Chair and Vice Chair of the Library JPA and had a great discussion. They will be meeting regularly. Town Manager Dennis also met with PGE representatives regarding a microgrid program they are initiating, helping with the connections between systems and municipalities. He sent an email to the lobbyist for the cell phone community asking about the plans for installing new backup systems in town based on the CPUC guidance that there must be 72 hours of backup power. He indicated he was interested in seeing them look at battery as an alternative. Town Manager Dennis started conversations around virtual Emergency Operation Centers (EOC) considering less staff will be on-site. Councilmember Hughes asked if the battery backup for cell phones applied to the microcell towers or only the larger towers. He asked if that would allow the microcells to go beyond 27 cubic feet. Town Manager Dennis said he did not believe it applied to the microsystems but he will research that further.

WRITTEN COMMUNICATIONS

(15) **Town Council Digest** – June 25, 2020

None.

(16) **Town Council Digest** – July 2, 2020

None.

(17) **Town Council Digest** – July 9, 2020

None.

(18) **Town Council Digest** – July 17, 2020

None.

Mayor Aalfs adjourned to the closed session.

ADJOURN TO CLOSED SESSION

(19) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS:** (Gov. Code Section 54956.8)
 Property APN: 076280130, 725 Portola Road
 Agency Negotiator: Jeremy Dennis, Gregory J. Rubens
 Negotiation Parties: Goodstein Family Partners LP
 Under Negotiation: Transfer of Property to Town Ownership

REPORTS OUT OF CLOSED SESSION: None to Report

ADJOURNMENT [10:21 p.m.]

Mayor Aalfs adjourned the meeting.

Mayor

Town Clerk

Vendor Number	Vendor Name	Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
4	AARONSON DICKERSON	08/12/20	55042	Legal Counsel, Equestrian Center	643.50	643.50	720162-TOWNOFFPO
11	ADOBE INC.		55043	Acrobat Pro Subscription Renewals (10), 7/1/20-6/30/21	1,936.80	1,936.80	1228233511
26	AMERICAN PLANNING ASSOCIATION		55044	2020-21 Member Dues, Russell	813.00	813.00	215768-2075
40	ASSOC OF BAY AREA GOVERNMENTS		55045	FY 2020-21 Annual Member Dues	1,893.00	1,893.00	AR023581
43	BANDEL CARANO		55046	Refund Deposit, 20/30/40 Meadow Lane	10,000.00	10,000.00	BLDR01456-2017
48	BARTLETT TREE EXPERTS		55047	Storm Damage Tree Removal	8,332.04	2,137.04	38890201-0
48	BARTLETT TREE EXPERTS			ROW Tree Removal		3,675.00	39050355-0
48	BARTLETT TREE EXPERTS			Frog Pond Open Space Maintenance		2,520.00	39028866-0
53	BIG CREEK		55048	Lumber, Repairs to Playground Fencing/Picnic Tables	205.96	205.96	1349255
80	CALPERS		55049	June Retirement - CLASSIC	27,693.66	15,250.16	JUN20 CLASSIC
80	CALPERS			June Retirement-PEPRA		5,755.95	JUN20 PEPRA
80	CALPERS			July Unfunded Liability		6,687.55	100000016093556
92	CCAG		55050	FY 2020-21 Annual Member Dues	15,099.00	15,099.00	17617
121	CLEANSTREET		55051	June Litter/Street Clean	4,878.02	4,878.02	97727
124	COMCAST		55052	WiFi 7/21/20-8/20/2020	135.79	135.79	0101945
176	EXCEL LD		55053	July LD Telephone Service	23.19	23.19	1184063811
203	GREEN HALO SYSTEMS		55054	July Hosting/Access	114.00	114.00	2681
213	HILLYARD INC		55055	Protexus Sanitizing Sprayer/Disinfectant Solution	1,317.76	993.25	603962152
213	HILLYARD INC			Sanitizing Spray		92.45	603962153
213	HILLYARD INC			Hand Sanitation Station-COVID19		232.06	603942147
218	ICMA		55056	FY 2020-21 Annual Member Renewal	1,400.00	1,400.00	903850
234	J.W. ENTERPRISES		55057	Portable Lavs, 6/4/20-7/1/20	811.00	408.52	224108
234	J.W. ENTERPRISES			Portable Lavs, 7/2/20-7/29/20		402.48	224676
278	LAMPHIER GREGORY		55058	Planning Consultant Svcs Through 7/10/20 Stanford Wedge	8,783.03	8,783.03	12798
290	LOS GATOS ROOFING		55059	Refund Deposit, 319 Wyndham	1,000.00	1,000.00	BLDR0048-2020
292	LYNCH ELECTRIC & SONS INC		55060	PV Library Pendant Light Replacement	4,743.73	681.45	2020-201
292	LYNCH ELECTRIC & SONS INC			PV Library, Lighting Repair Children's Area		165.00	2020-206
292	LYNCH ELECTRIC & SONS INC			Community Hall Lighting Repair		451.91	2020.202
292	LYNCH ELECTRIC & SONS INC			Schoolhouse, Lighting Repair/Replacement		491.32	2020.203
292	LYNCH ELECTRIC & SONS INC			Schoolhouse, CIP A/V Improvements		2,506.00	2020-204
292	LYNCH ELECTRIC & SONS INC			Schoolhouse Light Controls Restoration		448.05	2020.205
324	MIRANDAS LANDSCAPE		55061	Town Fields, Weed Mowing/Whacking/Irrigation & Springdown Ma	7,003.00	3,552.00	1448
324	MIRANDAS LANDSCAPE			Ford Field, Infield Mix/Spray		3,451.00	1436
362	PERFECT PITCH PLUMBING		55062	Schoolhouse, Install Filtered Water Dispenser	495.00	495.00	1086
364	PERS HEALTH		55063	August Health	11,287.41	11,287.41	100000016112645
374	PLAN JPA		55064	FY2020-21 Gen Liability/Property Program Contributions	100,649.00	100,649.00	PLAN-2019-486
375	PLATINUM FACILITY SERVICES		55065	June Janitorial	4,936.68	4,488.67	38682
375	PLATINUM FACILITY SERVICES			July Friday Janitorial Service		448.01	38941
375	PLATINUM FACILITY SERVICES		55066	July Janitorial	4,488.67	4,488.67	38905
376	PORTOLA VALLEY HARDWARE		55067	May Statement	632.82	329.01	193-MAY
376	PORTOLA VALLEY HARDWARE			June Statement		303.81	193-JUNE
383	RAMONAS SECRETARIAL SERVICES		55068	May Transcription	3,267.00	706.50	6079
383	RAMONAS SECRETARIAL SERVICES			June Transcription		1,233.00	6081
383	RAMONAS SECRETARIAL SERVICES			July Transcription		1,327.50	6084

Vendor Number	Vendor Name	Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
411	SAN MATEO LAWNMOWER	08/12/20	55069	Chainsaw Parts & Repair	223.19	223.19	202002/202642
428	SHARP BUSINESS SYSTEMS		55070	June Copies	22.22	22.22	9002841157
437	SMALL BUSINESS BENEFIT PLAN TR		55071	August Dental/Vision	2,311.00	2,311.00	AUG-2020
439	SMITHS GOPHER TRAPPING SVC		55072	Town Fields Gopher Trapping, May 2020	1,853.00	975.00	85016
439	SMITHS GOPHER TRAPPING SVC			Town Fields Gopher Trapping Svcs., June 2020		878.00	90149
445	STANDARD INSURANCE CO.		55073	LTD Life Premium	539.62	539.62	158689
447	STAPLES CREDIT PLAN		55074	June Statement	1,656.75	1,656.75	2814-JUNE
501	WILLIAM MAINZER		55075	Refund Deposit, 199 Mapache	15,677.56	500.00	PERMIT#16176
501	WILLIAM MAINZER			Refund Deposit, 199 Mapache		5,000.00	PERMIT#16175
501	WILLIAM MAINZER			Refund Deposit, 199 Mapache		10,000.00	PERMIT#16176TOC
501	WILLIAM MAINZER			Refund Deposit, 199 Mapache		177.56	BLDR0229-2018
505	WOODSIDE FIRE PROTECTION DISTR		55076	Fuel Mitigation Engineer, Apr-June 2020	7,769.77	7,769.77	FME_103
513	CAROL BORCK		55077	Reimbursement, Gloves-COVID19	24.46	24.46	REIMB-08
516	COUNTY OF SAN MATEO-AIRPORT		55078	FY19-20 Annual Contribution Roundtable Member Cities	1,500.00	1,500.00	FY19-20 CONTRIB
517	GARY DEFILIPPO		55079	Refund Deposit, 22 Valley Oak	1,000.00	1,000.00	BLDR0052-2020
518	GOT GOPHERS?		55080	Town Fields Gopher Trapping Service, July 2020	1,050.00	1,050.00	5602
519	JPC BUILDERS		55081	Refund Deposit, 6 Woodfern	1,000.00	1,000.00	BLDR0157-2019
520	KLEMCHUK		55082	Reissue Refund Deposit, 45 Granada Ct. VOID Original #53912	10,000.00	10,000.00	VOID#53912
521	MATAROZZI/PELSINGER BUILDERS		55083	Refund Deposit, 5050 Alpine	1,000.00	1,000.00	BLDR0110-2018
522	NEW PATH LANDSCAPE SERVICES		55084	ROW Weed Abatement	17,998.00	17,998.00	27045
523	SMC EMERGENCY MGR ASSOCIATION		55085	FY 20-21 Annual Member Dues	100.00	100.00	2021-6
524	WALSCHON FIRE PROTECTION, INC.		55086	CH Copper Drain Pipe Leak Repair	809.00	809.00	200333.1

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 910-11012-000					
55042	08/12/20	AARONSON DICKERSON	643.50	0	Regular
55043	08/12/20	ADOBE INC.	1,936.80	0	Regular
55044	08/12/20	AMERICAN PLANNING ASSOCIATION	813.00	0	Regular
55045	08/12/20	ASSOC OF BAY AREA GOVERNMENTS	1,893.00	0	Regular
55046	08/12/20	BANDEL CARANO	10,000.00	0	Regular
55047	08/12/20	BARTLETT TREE EXPERTS	8,332.04	0	Regular
55048	08/12/20	BIG CREEK	205.96	0	Regular
55049	08/12/20	CALPERS	27,693.66	0	Regular
55050	08/12/20	CCAG	15,099.00	0	Regular
55051	08/12/20	CLEANSTREET	4,878.02	0	Regular
55052	08/12/20	COMCAST	135.79	0	Regular
55053	08/12/20	EXCEL LD	23.19	0	Regular
55054	08/12/20	GREEN HALO SYSTEMS	114.00	0	Regular
55055	08/12/20	HILLYARD INC	1,317.76	0	Regular
55056	08/12/20	ICMA	1,400.00	0	Regular
55057	08/12/20	J.W. ENTERPRISES	811.00	0	Regular
55058	08/12/20	LAMPHIER GREGORY	8,783.03	0	Regular
55059	08/12/20	LOS GATOS ROOFING	1,000.00	0	Regular
55060	08/12/20	LYNCH ELECTRIC & SONS INC	4,743.73	0	Regular
55061	08/12/20	MIRANDAS LANDSCAPE	7,003.00	0	Regular
55062	08/12/20	PERFECT PITCH PLUMBING	495.00	0	Regular
55063	08/12/20	PERS HEALTH	11,287.41	0	Regular
55064	08/12/20	PLAN JPA	100,649.00	0	Regular
55065	08/12/20	PLATINUM FACILITY SERVICES	4,936.68	0	Regular
55066	08/12/20	PLATINUM FACILITY SERVICES	4,488.67	0	Regular
55067	08/12/20	PORTOLA VALLEY HARDWARE	632.82	0	Regular
55068	08/12/20	RAMONAS SECRETARIAL SERVICES	3,267.00	0	Regular
55069	08/12/20	SAN MATEO LAWNMOWER	223.19	0	Regular
55070	08/12/20	SHARP BUSINESS SYSTEMS	22.22	0	Regular
55071	08/12/20	SMALL BUSINESS BENEFIT PLAN TR	2,311.00	0	Regular
55072	08/12/20	SMITHS GOPHER TRAPPING SVC	1,853.00	0	Regular
55073	08/12/20	STANDARD INSURANCE CO.	539.62	0	Regular
55074	08/12/20	STAPLES CREDIT PLAN	1,656.75	0	Regular
55075	08/12/20	WILLIAM MAINZER	15,677.56	0	Regular
55076	08/12/20	WOODSIDE FIRE PROTECTION DISTR	7,769.77	0	Regular
55077	08/12/20	CAROL BORCK	24.46	0	Regular
55078	08/12/20	COUNTY OF SAN MATEO-AIRPORT	1,500.00	0	Regular
55079	08/12/20	GARY DEFILIPPO	1,000.00	0	Regular
55080	08/12/20	GOT GOPHERS?	1,050.00	0	Regular
55081	08/12/20	JPC BUILDERS	1,000.00	0	Regular
55082	08/12/20	KLEMCHUK	10,000.00	0	Regular
55083	08/12/20	MATAROZZI/PELSINGER BUILDERS	1,000.00	0	Regular
55084	08/12/20	NEW PATH LANDSCAPE SERVICES	17,998.00	0	Regular
55085	08/12/20	SMC EMERGENCY MGR ASSOCIATION	100.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
55086	08/12/20	WALSCHON FIRE PROTECTION, INC.	809.00	0	Regular
apadatecr2 Town of Portola Valley crodas A/P Check Register Checks from to 08/07/2020 11:08 Page 2					
		45 Checks total:	287,117.63		
		0 ACH total:			
		0 EFTPS total:			
		0 Wire transfer total:			
		0 Payment Manager total:			
		45 GRAND TOTALS	287,117.63		

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
August 12, 2020

Claims totaling \$287,117.63 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date _____

Jeremy Dennis, Treasurer

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

Signed and sealed this (Date) _____

Sharon Hanlon, Town Clerk

Mayor



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager
Cindy Rodas, Finance Director 

DATE: August 12, 2020

RE: California Employers' Retiree Benefit Trust (CERBT) Fund – Final Paperwork

RECOMMENDATION

Staff recommends that the Town Council authorize the Mayor to sign the final paperwork to join CERBT.

BACKGROUND

The Town has two basic obligations it must meet for retirees: pension benefits and other post-employment benefits (OPEB) such as retirement medical insurance. These obligations are met on an ongoing basis, and are typically increasing in their cost to municipalities.

In December 2019, the Finance Committee recommended that the Town join the California Employers' Retiree Benefit Trust (CERBT) Fund, which the Town Council accepted in early 2020. The CERBT Fund allows the Town to prefund OPEB obligations that should, over time, help reduce the ongoing general fund contribution to these costs. Per CERBT, the Fund:

- Contributes to preserving a positive credit rating
- Generates investment income from employer-controlled contributions to pay for future retiree benefits
- Reduces future employer cash flow requirements and budget dependency with investment income
- Reduces OPEB liabilities reported on employer annual financial statements

DISCUSSION

The attached documents (Attachment 2) finalize the Town's membership in the CERBT Trust. Staff recommends that the Town Council authorize the Mayor to complete these final documents.

FISCAL IMPACT

There are no costs associated with the Mayor signing these final documents.

ATTACHMENTS

1. Resolution
2. CERBT membership documents
 - a. Designation of Authority
 - b. Participation Agreement

RESOLUTION NO. _____-2020

**RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING
EXECUTION OF CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT)
AGREEMENT**

WHEREAS, The Town Council has committed to reducing the impact of the costs of other post-employment benefits (OBEP) on the Town's coffers; and

WHEREAS, the Town Council approved an agreement to join the California Employers' Retiree Benefit Trust (CERBT) earlier this year; and

WHEREAS, final paperwork is required to be completed to finalize the relationship between CERBT and the Town.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does **RESOLVE** to complete any remaining paperwork to finalize the agreement between CERBT and the Town, and authorizes the Mayor to sign such paperwork on behalf of the Town Council.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Portola Valley held on the 12th day of August, 2020.

By: _____
Jeff Aalfs, Mayor

ATTEST:

Sharon Hanlon, Town Clerk



DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

RESOLUTION OF THE

(GOVERNING BODY)

OF THE

(NAME OF EMPLOYER)

The _____ delegates to the incumbents
(GOVERNING BODY)

in the positions of _____ and
(TITLE)

_____ and/or
(TITLE)

_____ authority to request on
(TITLE)

behalf of the Employer disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

By _____

Title _____

Witness _____

Date _____

CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")

**AGREEMENT AND ELECTION
OF**

(NAME OF EMPLOYER)

**TO PREFUND OTHER POST-EMPLOYMENT
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post-employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post-Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer defined benefit plan as defined in Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (OPEB Standards) consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
 CERBT (OPEB)
 P.O. Box 1494
 Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
 CERBT (OPEB)
 400 Q Street
 Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

C. Other Post-Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by applicable GASB OPEB Standards. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB OPEB Standards, may be prepared as an Alternative Measurement Method (AMM) report.

- (a) Unless qualified under GASB OPEB Standards, to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
 - 2) prepared in accordance with generally accepted actuarial practice and GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.
- (b) If qualified under GASB OPEB Standards, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB OPEB Standards;
 - 2) prepared in accordance with GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report for financial reporting purposes submitted to it, but shall not unreasonably do so. In the event that the Board

determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report for financial reporting purposes acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB OPEB Standards. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. Contributions can be made at any time following the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts are maintained for each employer so that the Employer's assets will provide benefits only under the Employer's post-employment benefit plan(s).

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among participating employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post-employment healthcare benefits and other post-employment benefits as defined in GASB OPEB Standards.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

- (a) Employer gives written notice to the Board of its election to terminate;
- (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the

Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as that term is used in GASB OPEB Standards), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

- (a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized

representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

- (b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

- (a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written

confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(5) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and

signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(6) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer’s Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

BY _____
ARNITA PAIGE
CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

To be completed by CalPERS
The effective date of this Agreement is: _____





TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager

DATE: August 12, 2020

RE: Contract Amendment for Contract Planning Services with Good City Company

RECOMMENDATION

Staff recommends that the Town Council approve a second contract amendment for planning services.

BACKGROUND

In June 2019, the Town Council approved a budget that included conversion of a contract planner to a full-time assistant planner. The contract planner then in the Town's employ found new employment at the same time the Town's permanent Associate Planner resigned. Staff contacted four firms that provide contract planning services; only Good City Company had planners available to work on a temporary basis. In order to continue processing applications, the Town Manager signed a contract with Good City Company for two planners for up to 60 hours/week (Attachment 1).

On August 14, 2019, the Town Council approved Amendment No. 1 to the contract to continue contract planning services while a recruitment was completed for permanent planning staff (that was ultimately not filled). A full time Assistant Planner was hired and started work in September. Contract planning services were decreased from 60 hours per week to 16 hours per week.

On October 23, 2019, the Town Council approved Amendment No. 2 to the contract that increased both the length and the expenditure limit of the contract.

The second position was not filled and is expected to be defunded in the FY 2020-21 revised budget, and a variety of planning services to be supported by this contract, that may need to be further amended in the fall to support these needs.

DISCUSSION

Staff recommends Amendment No. 3, which will support the ongoing work of the Planning and Building Department through the coming fiscal year (Attachment 2). Activities contract planners are expected to assist on include current planning permitting activities, special projects including zoning and design guideline work, large land use projects that are

reimbursable, and potentially supporting the Planning and Building Director on General Plan and non-grant supported Housing Element update work.

The flexibility of a contract planner contract offers the Town a range of planning services that are advantageous when a variety of tasks are expected to be addressed in a short period of time, and also provides more control in uncertain times such as those the Town is experiencing during the COVID-19 pandemic.

FISCAL IMPACT

No new impact; the FY 2020-21 revised budget will reflect changes to the expenditure unit associated with this contract.

ATTACHMENT

1. Original Contract
2. Amendment No. 3

Approved by: Jeremy Dennis, Town Manager

**AGREEMENT BETWEEN THE
TOWN OF PORTOLA VALLEY AND
GOOD CITY COMPANY**

This Agreement is made and entered into this 17 day of July, 2019 by and between the Town of Portola Valley, a municipal corporation, ("Town") and Good City Company, a California corporation, ("Consultant").

RECITALS

A. The Town desires to seek professional consulting services related to dedicated in-house planning services.

B. The Town has determined that Consultant possesses such specialized professional skill and ability, and the Town Council has approved the selection of Consultant.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. Consultant shall perform those services specified in detail in Exhibit A.

2. TERM. The term of this Agreement shall be from July 17, 2019, through August 17, 2019 or the date this Agreement is terminated as set forth below.

3. COMPENSATION. In consideration of Consultant's performance, compensation of all professionals of Consultant shall be at the rates set forth in Exhibit B and shall not exceed the total sum of \$25,000.

4. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit B. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

5. INDEPENDENT CONTRACTOR. Consultant, in the performance of the work and services under this Agreement, shall act as and be an independent contractor and not an agent or employee of Town or any other governmental entity. In particular, Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement.

6. ASSIGNABILITY. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town

Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

7. INDEMNIFICATION.

7.1. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The acceptance of such services shall not operate as a waiver of such right of indemnification.

7.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

8. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

9. TERMINATION.

9.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate; thereafter, the Town shall be liable to Consultant only for those fees and costs earned by Consultant to the date of termination and which shall be substantiated by an itemized, written statement submitted to Town by Consultant. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

9.2 In the event of termination, Consultant shall deliver to Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any, and upon receipt thereof, Town shall pay Consultant for services performed by Consultant through the date of termination. If Consultant's written work is contained on a hard computer disk, in the event of termination, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft (or floppy) computer disk and deliver said soft (or floppy) computer disk to Town.

10. OWNERSHIP OF MATERIAL. All reports, documents, or other materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant to perform the services required hereunder shall be and remain the property of Town without restriction or limitation upon their use.

11. WAIVER. Waiver by Town of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

12. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

13. NOTICES. All notices and other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Planning and Building Director
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Fax: 650/851-4677

To Consultant:

Aaron Aknin
Good City Company
751 Laurel Street, Suite 622
San Carlos, CA 94070
Fax: 650.654.6622

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

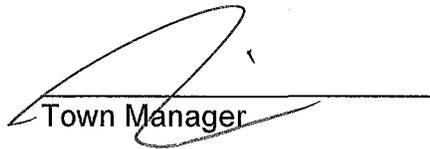
14. ATTORNEYS' FEES. In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

15. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement, including all exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement effective as of the date written above.

TOWN:

By:


Town Manager

CONSULTANT:

By:



Its:

Principal

EIN

94-3154294

ATTEST:


Town Clerk

EXHIBIT A

SERVICES TO BE PERFORMED

Good City Company will provide "in-house" town planning services for the Town of Portola Valley. Dedicated in-house planning services include, but are not limited to:

- Providing counter and telephone service to the general public for current planning inquiries/assistance
- Review of design and architectural drawings for zoning and Municipal Code conformance
- Conducting site inspections
- Evaluation and analysis of projects (both large and small)
- Preparation and presentation of staff reports before committees and commissions.
- Good City may also assist with policy planning efforts related to the current planning efforts described above and as requested by the Planning Director

EXHIBIT B

BILLING RATES

Good City prides itself on being a cost-effective solution for public sector agencies. Staff retains detailed timesheets and works efficiently to ensure the client is getting the best value for the services.

Director/Principal \$195-\$225/hour
Principal Planner \$175/hour
Senior Planner \$150/hour
Associate Planner \$125/hour
Assistant Planner \$100/hour
Planning Technician \$80/hour
Administrative Assistant \$60/hour

Subconsultant Contracts Direct Billing + 10% oversight fee

* Rates subject to adjustment January 1st of each year

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

1.4 Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Architects' and Consultants' coverage is to be endorsed to include contractual liability.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employers Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. One Million Dollars (\$1,000,000) per occurrence.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley
Attn: Town Clerk
765 Portola Road
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

AMENDMENT NO. 3 TO AGREEMENT BETWEEN THE TOWN OF PORTOLA VALLEY AND GOOD CITY COMPANY

This Amendment 3 (“Amendment”) is made as of August 12, 2020, with respect to the Agreement (“Agreement”) by and between the Town of Portola Valley (“Town”) and Good City Company (“Consultant”).

RECITALS

A. The Town and Consultant entered into the Agreement for contract planning services on July 17, 2019.

B. The Town Council approved Amendment No. 1 to the Agreement which was executed on August 14, 2019.

C. The Town Council approved Amendment No. 2 to the Agreement, executed on October 23, 2019

D. The Town and Consultant desire to extend the term set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, the Town and Consultant do hereby agree as follows:

1. Term. The term of the Agreement shall be extended to December 31, 2020 unless terminated earlier pursuant to the terms of the Agreement.

2. Agreement. Other than the amendment set forth in Section 1, no other provisions of the Agreement are amended and all other provisions of the Agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 3 as of the date set forth above.

TOWN OF PORTOLA VALLEY:

GOOD CITY COMPANY:

Jeff Aalfs, Mayor



Aaron Akin, Principal

ATTEST:

Town Clerk

There are no written materials for Update on Race and Equity Conversation



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager 

DATE: August 12, 2020

RE: Other Post-Employment Benefits (OPEB) Trust Payments

RECOMMENDATION

Staff recommends that the Town Council accept and act upon the Finance Committee's recommendation to schedule quarterly payments to the California Employer's Retiree Benefit Trust (CERBT).

BACKGROUND

As with all other participating entities in California, the Town annually incurs liabilities associated with other post-employment benefits (OPEB). Such benefits are primarily retiree medical costs; larger cities may have additional benefits.

As per recent changes to the way municipalities must account for OPEB liabilities, the Town's annual audit has included, since FY 2018-19, a calculation of the Town's OPEB liability. For the FY 2019-20 period, the liability is \$1,119,863.

The Town joined the California Employer's Retiree Benefit Trust (CERBT) earlier this year, and at that time, the Finance Committee recommended paying down the liability in the FY 2018-19 audit. Due to COVID and other delays, that recommendation was not presented to the Town Council.

The Finance Committee met on July 15, 2020 and recommended that the Town Council authorize payment from the OPEB reserve assignment to lower the Town's obligation. The Committee recommended that such payments be made in four equal quarterly payments. The CalPERS OPEB program has three investment options. The Committee recommends that the Town participate in the most aggressive plan, which consists of 59% global equity, 25% fixed income, 5% US treasuries, 8% real estate and 3% commodities.

DISCUSSION

As the Town Council is currently utilizing an interim budget for FY 2020-21, and that the revised FY 2020-21 budget is under development for presentation to the Finance Committee and Town Council in the next month, calculations to the changes to the reserve assignments, based on last year's changes in revenues and expenditures, have not been completed. The OPEB reserve assignment is amended on an annual basis, based on the latest calculation from the audit. That change typically results in a change to the general fund unassigned reserve assignment (amount). As stated above, the budget is under development and the final assignments have not been calculated; however, it is anticipated that an increase of the OPEB reserve assignment from the current level of \$823,871 to \$1,119,863 (an increase of \$295,992) should not drastically decrease the general fund unassigned amount.

Should the Council wish to authorize the payment but delay the first quarterly installment in order to review the revised reserve assignments, staff could place on a September agenda this discussion.

FISCAL IMPACT

The Town's OPEB fund balance would fall, over the course of four quarterly payments, to zero. Expected future OPEB liabilities would be expected to drastically decrease with participation in the CERBT, as the liability would be decreased by the principal amount of the deposits and the expected rate of return on investments.

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

There are no written materials for the Town Manager Report

TOWN COUNCIL WEEKLY DIGEST

Thursday – July 23, 2020

1. Agenda (Canceled) – Architectural Site & Control Commission – Monday, July 27, 2020
2. Agenda – Conservation Committee – Tuesday, July 28, 2020

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, July 27, 2020

Historic Schoolhouse

765 Portola Road, Portola Valley, CA 94028

NOTICE OF MEETING CANCELLATION

**ARCHITECTURAL AND SITE CONTROL COMMISSION
MEETING REGULARLY SCHEDULED FOR**

Monday, July 27, 2020

Notice is hereby given that the Portola Valley Architectural and Site Control Commission meeting regularly scheduled for July 27, 2020 has been cancelled.



**TOWN OF PORTOLA VALLEY
Special Conservation Committee
Virtual Meeting
Tuesday, July 28, 2020 – 1:00 PM**

Special Videoconference Meeting via Zoom

SPECIAL VIDEOCONFERENCE MEETING AGENDA

To access the meeting by computer, click on the link below:

<https://zoom.us/j/98732767600?pwd=a0VCUEQ3SituTHExTC9HN1g1MHFRZz09>

To access the meeting by phone, dial:

1-699-900-6833

1-877-853-5247 (toll-free)

Meeting ID: 987 3276 7600

Password: 943631

SPECIAL MEETING AGENDA

1. Call to Order
2. Zoom instructions – Raise hand to speak, unmute when called on.
3. Oral Communications
4. Approval of Minutes for June 23, 2020
5. Site Permits
 - a. Stanford Wedge
 - b. Neely Winery
 - c. 319 Corte Madera
6. Old Business
 - a. Oversight of Significant Town Owned Properties.
 - I. Spring Down
 - II. Town Center
 - III. Frog Pond
 - IV. Triangle Park
 - V. Ford Field
 - VI. Rossotti's Field
 - b. Committee/Town Cooperation
 - I. Public Works - Murphy
 - II. Sustainability Committee
 - III. Trails - Stromeyer
 - IV. Open Space - Chiariello
 - c. Label trees at Town Center
 - d. Milkweed – Gibson Anderson, Heiple, Kawaja
 - e. Tip of the Month - Magill
 - f. What's blooming now – Magill
 - g. Kudos
 - h. What are our Singing Frogs doing now? Murphy, Kawaja, Heiple
 - i. Changes heritage shrubs – in Planning hands
 - j. Predators / Rodenticides – Chiariello, Kawaja
 - k. Budget

7. New Business
8. Adjournment
9. Next meeting: Tuesday, August 25, 1:00 pm via Zoom

TOWN COUNCIL WEEKLY DIGEST

Thursday – July 30, 2020

1. Agenda – Parks & Recreation Committee – Monday, August 3, 2020
2. Agenda – Bicycle, Pedestrian & Traffic Safety Committee – Wednesday, August 5, 2020
3. Agenda (Canceled) – Planning Commission – Wednesday, August 5, 2020
4. Agenda – Emergency Preparedness Committee – Thursday, August 6, 2020

Attached Separates (Council Only)

(placed in your town hall mailbox)

1. None



**Town of Portola Valley
Special Parks & Recreation Committee Meeting
Monday, August 3, 2020 – 7:30 pm**

Zoom Videoconference

SPECIAL VIDEOCONFERENCE MEETING AGENDA

Join Zoom Video Meeting:

<https://zoom.us/j/92424064462?pwd=dDd6OGYvNGowTzFkbDhkUkICNIZ3UT09>

Phone into Zoom Meeting:

1-669-900-6833

1-877-853-5247 (toll-free)

Meeting ID: 924 2406 4462

Password: 539884

SPECIAL MEETING AGENDA

1. Call to Order
2. Oral Communications Persons wishing to address the Committee on any subject, not on the agenda, may do so now. Please note however, the Committee is not able to undertake extended discussion or action tonight on items not on the agenda. *Two minutes per person.*
3. Approval of Minutes: May 4, 2020
4. Plan for Town Picnic and/or Zotts to Tots
5. Update on Fields/Sports Leagues
6. Annual Report
7. Adjournment

Next Meeting – October 5, 2020



TOWN OF PORTOLA VALLEY
Special Bicycle, Pedestrian and Traffic
Safety Committee Meeting
Wednesday, August 5, 2020 – 8:15 AM

Zoom Teleconference

SPECIAL VIDEOCONFERENCE MEETING AGENDA

Join Zoom Video Meeting:

<https://zoom.us/j/95676130494?pwd=TE9oOW82cmZYbkhXeFk2R1k4Wmk2dz09>

Phone into Zoom Meeting:

1-669-900-6833

1-877-853-5247 (toll-free)

Meeting ID:

956 7613 0494

Password:

365928

SPECIAL MEETING AGENDA

1. Call to Order / Roll Call
2. Oral Communications - Resident and Committee Open Comments
3. Review/Approve of the Minutes from the July 1, 2020 meeting
4. Sheriff's report:
 - a. Accidents and Citations
 - b. Request for Monitoring:
 - i. Speeding
 - ii. Stop sign violations
5. Public Works Update:
6. Ongoing Committee Business
 - a. BPTS Annual Budget Submission
 - i. Budget Submission due August 17
 - b. General Parking Monitor
 - i. Windy Hill & associated on street parking restrictions
 - ii. Displaced Visitor opportunistic parking locations - issues
 - c. Request to investigate virtual outreach methods
7. Matters Arising
8. Next meeting scheduled: September 2, 2020. Default time 8:15 am
9. Adjournment



TOWN OF PORTOLA VALLEY
7:00 PM – Regular Meeting of the Planning Commission
Wednesday, August 5, 2020
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

NOTICE OF MEETING CANCELLATION

PORTOLA VALLEY PLANNING COMMISSION MEETING REGULARLY SCHEDULED FOR

Wednesday, August 5, 2020

Notice is hereby given that the Portola Valley Planning Commission meeting regularly scheduled for Wednesday, August 5, 2020 has been cancelled.

The next regular meeting of the Portola Valley Planning Commission is scheduled for Wednesday, August 19, 2020 at 7:00 PM.



TOWN OF PORTOLA VALLEY
Special Meeting of the
Emergency Preparedness Committee
Thursday, August 6, 2020 - 8:00 AM

Via Zoom Videoconference

SPECIAL VIDEOCONFERENCE MEETING AGENDA

Join Zoom Video Meeting:

<https://zoom.us/j/97835443586?pwd=THiYaUoxNmFhWVUVkITT1RNRm1PUT09>

Phone into Zoom Meeting:

1-669-900-6833

1-877-853-5247 (toll-free)

Meeting ID: 978 3544 3586

Password: 691213

1. 8:00 Call to order
 - o Members: Mark Bercow, Lorrie Duval, Dave Howes, Dale Pfau, Chris Raanes, Ray Rothrock, Jerry Shefren, Craig Taylor, Bud Trapp,
2. 8:01 Introductions: All committee members to identify themselves including a one or two word descriptor of role, followed by guests using the same format
3. 8:05 Oral Communications
 - o Note that issues brought up under oral communications that are not on the agenda will be limited to 5 minutes
4. 8:10 Approve July 9, 2020 Minutes
5. 8:12 Presentation from Veoci – [Virtual Emergency Operations Center](#) (materials attached)
6. 8:42 CERPP/WFPD Report (Lindner/Brown)
 - o General report
7. 8:52 Town Report (de Garmeaux)
8. 9:00 Committee Reports
 - o Medical Subcommittee (Shefren)
 - o Communications Subcommittee (Rothrock)
 - o Outreach Subcommittee (Duval)
 - o CERT/Town/Woodside integration Subcommittee (Raanes)
9. 9:29 Next meeting is September 3, 2020
 - o Identify any specific agenda items for next meeting
 - o Quorum check
10. 9:30 Adjourn

TOWN COUNCIL WEEKLY DIGEST

Thursday – August 6, 2020

1. Agenda (Canceled) – Architectural & Site Control Commission – Monday, August 10, 2020
2. Agenda (Canceled) – Cultural Arts Committee – Thursday, August 13, 2020
3. Agenda (Canceled) – Nature & Science Committee – Thursday, August 13, 2020
4. Letter to the Town Council from Councilmember Maryann Derwin – Corrections to Memo from Item #10 of the June 24, 2020 Town Council Meeting re “George Floyd Resolution and Update on Subcommittee Work”
5. Letter to the Town Council from resident Richard Walz re The Stanford Wedge Project
6. Flyer from HIP Housing
7. Update to California High-Speed Rail Authority, San Francisco to San Jose Project – Virtual Public Hearing scheduled for Wednesday, August 19, 2020

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, August 10, 2020

Historic Schoolhouse

765 Portola Road, Portola Valley, CA 94028

NOTICE OF MEETING CANCELLATION

**ARCHITECTURAL AND SITE CONTROL COMMISSION
MEETING REGULARLY SCHEDULED FOR**

Monday, August 10, 2020

Notice is hereby given that the Portola Valley Architectural and Site Control Commission meeting regularly scheduled for August 24, 2020 has been cancelled.



TOWN OF PORTOLA VALLEY
Cultural Arts Committee Meeting
Notice of Meeting Cancellation
Thursday, August 13, 2020 - 1:00 PM

NOTICE OF MEETING CANCELLATION

CULTURAL ARTS COMMITTEE MEETING

Thursday, August 13, 2020

The Regular Meeting of the Cultural Arts Committee scheduled for Thursday, August 13, 2020, has been canceled.



Town of Portola Valley
Nature and Science Committee Meeting
Thursday, August 13, 2020
Notice of Meeting Cancellation

NOTICE OF MEETING CANCELLATION

NATURE & SCIENCE COMMITTEE MEETING

Scheduled for Thursday, August 13, 2020

The regular meeting of the Nature and Science Committee scheduled for Thursday, August 13, 2020 has been canceled.

To: Portola Valley Town Council
From: Maryann Moise Derwin
Date: August 5, 2020
Re: Correction to the June 24, 2020 Portola Valley Town Council Agenda, Item #10

This memo shall serve as a written correction to the June 24, 2020 Portola Valley Town Council Agenda for Item #10 from Maryann Derwin and John Richards: “George Floyd Resolution and Update on Subcommittee Work.”

In the body of the memo describing the update on subcommittee work, #2 reads: “...The subcommittee does have concerns that while most of the egregious ‘use of force’ tactics that can be used by deputies are either prohibited or severely restricted, all are potentially available to a deputy if there is an ‘objectively reasonable’ allowance of use. Furthermore, there have been deadly force incidents resulting in the tragic death of mentally challenged people of color after which officers were judged to have followed policy. There are clearly unacceptable weaknesses in the system.”

Correction:

The phrase in question, “there have been deadly force incidents resulting in the tragic death of mentally challenged people of color” is incorrect. The victims each suffered from a mental illness; they were not “mentally challenged.” It is not clear if all were people of color. The details of the referenced taser fatalities by San Mateo County law enforcement in 2018 are detailed below. I have also included a fourth fatal incident in which the officers both tasered and shot the victim who was in the throes of a suicidal breakdown.

In January, 2018, Warren Ragudo, 34, of Daly City, was tasered inside his parents’ house in Daly City by the Daly City Police. The family, frightened by Mr. Ragudo’s behavior, the result of a psychological breakdown brought on by mental illness and methamphetamine use, called the police to help get him hospitalized. To subdue Mr. Ragudo, the police tasered him and held him down by force. He later died at the hospital. The police were exonerated.

In August of 2018, Ramzi Saad, 55, of Redwood City, was tasered outside the home he shared with his mother in Redwood City by the Redwood City Police. After refusing to take his meds and showing up at a neighbor’s house saying, “My mother is dead and they’re trying to kill me,” the neighbor walked him back to his home where Mr. Saad got into an argument with his mother and shoved her to the ground. The neighbor called 911 and the Redwood City Police arrived. In a struggle with the police, Mr. Saad was tasered three times, held face-down with the body weight of the officers, and later died at the hospital. The police were exonerated.

In October 2018, Chinedu Okobi, 36, of Millbrae, a Morehouse College graduate and father, was tasered on El Camino Real in Millbrae by deputies from the San Mateo County Sheriff’s Office. According to his sister Ebele Okobi, Mr. Okobi had spent the last decade managing serious mental illness. While jaywalking, Mr. Okobi did not heed a deputy’s command to stop. Consequently, he was violently apprehended, tasered seven times, hit with a baton, punched in the face, pepper sprayed and held down on the pavement with the combined body weight of three of the five deputies on the scene. He died at the hospital. The deputies were exonerated.

In the fourth taser death in the County in 2018, the victim was both tasered and shot. In December 2018, Kyle Hart, 33, of Redwood City, a middle school teacher in Palo Alto, was tasered and shot multiple times by Redwood City Police outside his home in Redwood City. When Hart attempted suicide with a knife, his wife called 911 for help. The Redwood City Police showed up and found him in the backyard still holding the butcher knife. After tasing him to no avail, they shot him multiple times and he died later at the hospital. The officers were exonerated.

The common thread running through these tragic stories is mental illness. All four men had a history of mental illness including anxiety, depression and schizophrenia. With the exception of Kyle Hart, none were armed.

From: [Richard Walz](#)
To: [Sharon Hanlon](#)
Cc:
Subject: Letter to P.V Town Council re: The Stanford Wedge Property
Date: Friday, July 31, 2020 12:50:39 PM

Dear Mr. Mayor and Council Members,

Like many of our neighbors, we are keenly aware of the ever-increasing wildland fire danger that climate change and additional development present to our families and property.

With that background, we seriously question the proposed development of the Stanford property located on Alpine Road near Westridge Drive, also known as the "Stanford Wedge".

As is now convincingly evident, the new paradigm in this part of the Arid American West is wind-driven fires of great intensity that can attain high speeds of propagation, in part due to "leap frogging" of embers that can greatly exceed the advance of the main firefront.

In the case of this specific property, high wind velocities are usually generated by strong atmospheric high pressure systems located inland and to the north-east of us, especially in late summer and fall. These downslope winds, also known as Diablo Winds, originate in a region of low humidity, are adiabatically compressed and heated, and thus of very low relative humidity. Their direction is usually frontally impinging on this section of the Lower Alpine Canyon. Any fire, accidentally human-caused or other, will race uphill and thereby potentially incinerate the Alpine Hills neighborhoods and lower Westridge.

Some of us vividly remember one nice summer afternoon 30 some years ago, when a wind-driven conflagration raced through the valley along Arastradero Road, incinerating everything in its path, all the way to Page Mill Road.

It is one thing that we non-experts are seriously concerned about wildland fires and mitigations but it is a whole other issue if the repeated warnings by the professionals at the Woodside/Portola Valley Fire Protection District of a potential catastrophe should this proposed development proceed are seemingly ignored. We think it is irresponsible to not heed the advice of these experts, whom we hired in the first place to guide us in evaluating this proposal. Consequently, as nearby neighbors, we are adamantly opposed to this development, as presently proposed.

There are other reasons for our negative position. While temporarily reduced by the COVID-19 pandemic, the traffic on both Alpine Road and Westridge Drive has steadily and at times dramatically increased in the past 15 to 20 years. This is especially evident during weekday working hours. A significant portion is in the form of delivery trucks and construction-related vehicles and machinery. This is much to the detriment of our rural way of life, for which we moved here in the first place, and which we strongly desire to preserve.

For the past 20 years, every home in our neighborhood has been either scraped and re-built, or remodeled and altered, in a major way. We are tired of all of the civil construction-related noise and dust bearing down on us from dawn to dusk. Just last Friday, major machinery noise, originating on the construction site above 138 Westridge Drive rudely woke us up at

7:10 a.m.

Lastly, but by no means least, we again question the adequacy of the drinking/residential water supply in this state. There simply is not enough precipitation, with the exception of a few above-average seasons, to adequately and equitably supply the population that is already here, let alone to provide for any growth. About 6 years ago, when the most recent drought was evident, and which we think is still prevailing, we were severely restricted to 5 to 6 units of water per month, at a time when the average for the Town of Portola Valley was in the 24 unit range, with many of our neighbors in this section of town limited to multiples of that.

Why? Well, we were penalized for having looked at and valued fresh water as a precious commodity, and we frugally used it for decades. This restriction resulted in the loss of most of our fruit tree orchard (35-40 trees), established over a period of more than 40 years. It contained unusual varieties specially acquired from different sources.

There was not enough water 6 years ago. In ensuing years the flood gates were opened to all this massive construction evident wherever one goes. And, nobody questions where the additional water comes from.

In summary, for all the reasons stated above, we oppose the development of the "Wedge".

Thank you for your consideration of this matter.

Sincerely yours,
Dieter and Susan Walz
Westridge Drive
Portola Valley, CA 94028



Home Share *with* HIP Housing



ONE Room Can Change TWO Lives



HIP Housing has a special Home Sharing Program that helps you with the search for a renter in a way that is safe and supportive.

How does Home Sharing work?

From renting a room in your home to leasing an Assessor Dwelling Unit, the Home Sharing Program can help you access renters who already live, work, or attend school in San Mateo County. Our free service is a practical solution to our housing challenges and helps keep San Mateo County residents and workers local.

Home Sharing works because:

HIP Housing is a trusted local partner that has provided housing and Home Sharing services in San Mateo County since 1972. Our Home Sharing program:

- Conducts one on one interviews
- Completes background checks
- Verifies income
- Develops a comprehensive agreement
- Offers follow-up support

“HIP Housing did all the work of finding prospective housemates. I just needed to interview them.”



“Home Sharing is a great way to find a renter and support my community.”



“The Living Together Agreement is comprehensive which means there are less surprises.”

800 S. Claremont St., #210
San Mateo, CA 94402

SUPPORTED BY MEASURE K
LOCALFUNDS
LOCALNEEDS
WWW.SMCGOV.ORG

HIPhousing.org
(650) 348-6660

San Francisco to San Jose Project Section Draft Environmental Impact Report/ Environmental Impact Statement (EIR/EIS) Public Hearing Update

Virtual Public Hearing

Due to public health and safety requirements concerning COVID-19, the public hearing for the San Francisco to San Jose Project Section Draft EIR/EIS will be held via teleconference and online video conference, rather than in-person. The date and time of the public hearing remain the same. Interpretation will be available in Spanish, Chinese, Tagalog, and Vietnamese. This is the only opportunity to provide verbal comments on the Draft EIR/EIS.

San Francisco to San Jose Virtual Public Hearing Wednesday, August 19, 2020 3:00 – 8:00 p.m.

- To provide verbal comment **via webinar**:
 - Click here: [Webinar Link](#)
 - Or visit our [Events Page](#) for details
- To provide verbal comment **via phone only**:
 - Call: 1-669-900-9128
 - Webinar ID: 826 1979 4385
- To **observe** the public hearing via live stream:
 - Click here: www.videoSSC.com/HSR/

- Para ver o proporcionar comentarios en forma oral en español, llame al:
 - 1-877-568-4106; Código de acceso: 877 394 869#
- 若要參與觀察或用普通話/國語發表口頭評論，請致電：
 - 1-484-714-0912; 接通代碼: 367 823 702#
- Para makita o para makapagbigay ng mga pasalitang komento sa Tagalog, tumawag sa:
 - 1-623-404-9000; Access Code: 149 259 6942#
- Để quan sát hoặc cho biết ý kiến bằng lời bằng tiếng Việt, xin gọi:
 - 1-516-399-4807; Mã Truy Cập: 917 548 829#

Interpretation & Translation Requests

All interpretation, translation, and reasonable accommodation requests must be made to the Title VI Coordinator 72 hours in advance of the scheduled meeting date.

Todas las solicitudes de interpretación, traducción y acomodaciones razonables deben hacerse al coordinador de título VI 72 horas antes de la fecha programada de la reunión.

所有口譯、筆譯，以及合理遷就的請求，均須於約定會議日期之前 72 小時向第六章協調員提出

Ang lahat ng pagsasalin ng wika, pagpapaliwanag o anumang makatwirang hiling ay kailangang ipasa sa title VI coordinator 72 oras bago ang iskedyul ng pulong.

통역, 번역, 적절한 편의 요청은 정해진 회의 날짜로부터 72 시간 전에 타이틀 VI 코디네이터에게 신청해주시요.

Tất cả dịch vụ thông dịch, biên dịch, và những yêu cầu tiện nghi hợp lý phải được gửi cho Title VI Coordinator 72 tiếng đồng hồ trước ngày họp lịch hẹn.

O ni talosaga mo ni fesoasoani i lau lava gagana e tatau o na faia ma faao'oina mai i le ofisa o le Title VI Coordinator i le 72 itula a'e le'i faia ni fono ua fuafuaina.

All requests for reasonable accommodations must be made three working days (72 hours) in advance of the scheduled meeting date. For assistance, please call the San Francisco to San Jose Project Section helpline at (800) 435-8670 or the Authority's TTY/TTD number at (916) 403-6943.