



TOWN OF PORTOLA VALLEY

7:30 PM – Regular Town Council Meeting

Wednesday, June 27, 2012

Historic Schoolhouse

765 Portola Road, Portola Valley, CA 94028

REGULAR MEETING AGENDA

7:30 PM – CALL TO ORDER AND ROLL CALL

Councilmember Aalfs, Mayor Derwin, Councilmember Driscoll, Vice Mayor Richards, Councilmember Wengert

ORAL COMMUNICATIONS

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

CONSENT AGENDA

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

- (1) **Approval of Warrant List – June 27, 2012 (3)**
- (2) **Recommendation by Town Attorney – Adoption of Agreement to Accept the C-1 Trail Easement (16)**
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of the Easement Agreement and the Grant of Easement from The Board of Trustees of Leland Stanford Junior University to the Town of Portola Valley (Resolution No. __)
- (3) **Recommendation by Town Planner – Adoption of Amendments to Site Development and Zoning Ordinances to Adjust Permit Appeals Periods and Time Limits (46)**
 - (a) Second Reading of Title, Waive Further Reading, and Adopt an Ordinance of the Town Council of the Town of Portola Valley Amending Title 15 [Buildings and Construction] and Title 18 [Zoning] of the Portola Valley Municipal Code to Adjust Permit Appeals Periods and Time Limits (Ordinance __)

REGULAR AGENDA

PUBLIC HEARING

- (4) **PUBLIC HEARING – Adoption of the Fiscal Year 2012-2013 Budget (52)**
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Adopting the Operating and Capital Budgets for Fiscal Year 2012-2013 (Resolution No. __)
- (5) **Recommendation by Acting Administrative Service Director – Not-for-profit Agency Funding Requests (98)**
- (6) **Recommendation by Acting Administrative Service Director – Annual Adoption of the Town's Investment Policy (116)**
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Adopting a Revised Town Investment Policy (Resolution No. __)
- (7) **Recommendation by Town Manager – Agreement for Administrative and Management Services (121)**
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving an Agreement for Administrative and Management Services between the Town of Portola Valley and Regional Government Services Authority (Resolution No. __)
- (8) **Discussion and Council Action – Proposed Revision to Reimbursement Policy and Ethics Training for Commissioners (137)**
- (9) **Discussion and Council Action – Town Manager Proposed Cancellation of July 11th and August 22nd Council Meetings (143)**
- (10) **Discussion and Council Action – Proposed Ad-Hoc Affordable Housing Community Relations Committee (144)**
There are no written materials for this item.

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

(11) Reports from Commission and Committee Liaisons (145)

There are no written materials for this item.

WRITTEN COMMUNICATIONS

(12) Town Council Weekly Digest – June 22, 2012 (146)

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).

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

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

A-A LOCK & ALARM INC	High Security Key Copies, CH	13197	06/27/2012	
			06/27/2012	
1251 EL CAMINO REAL	0001		06/27/2012	0.00
MENLO PARK	BOA	46739	06/27/2012	0.00
CA 94025-4208	15931			97.43

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	97.43	0.00

Check No.	46739	Total:	97.43
Total for	A-A LOCK & ALARM INC		97.43

MIKE AGOFF	Spring Instructor Fees	13198	06/27/2012	
			06/27/2012	
2341 KEHOE AVENUE	0016		06/27/2012	0.00
SAN MATEO	BOA	46740	06/27/2012	0.00
CA 94403				288.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	288.00	0.00

Check No.	46740	Total:	288.00
Total for	MIKE AGOFF		288.00

ALLIANT INSURANCE SERVICES	4th Qtr Premium Payment 2011	13221	06/27/2012	
			06/27/2012	
SPECIAL EVENTS	475		06/27/2012	0.00
NEWPORT BEACH	BOA	46741	06/27/2012	0.00
CA 92658				1,154.06

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4338	Event Insurance	1,154.06	0.00

ALLIANT INSURANCE SERVICES	1st Qtr Premium Pmt 2012	13222	06/27/2012	
			06/27/2012	
SPECIAL EVENTS	475		06/27/2012	0.00
NEWPORT BEACH	BOA	46741	06/27/2012	0.00
CA 92658				150.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4338	Event Insurance	150.00	0.00

Check No.	46741	Total:	1,304.06
Total for	ALLIANT INSURANCE SERVICES		1,304.06

ALMANAC	May Advertising	13200	06/27/2012	
			06/27/2012	
450 CAMBRIDGE AVE	0048		06/27/2012	0.00
PALO ALTO	BOA	46742	06/27/2012	0.00
CA 94306				812.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4320	Advertisinq	812.00	0.00

Check No.	46742	Total:	812.00
Total for	ALMANAC		812.00

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AMERICAN DIABETES ASS'N	Refund Litter Deposit	13251	06/27/2012	
			06/27/2012	
1701 NO BEAUREGARD STREET	0087		06/27/2012	0.00
ALEXANDRIA	BOA	46743	06/27/2012	0.00
VA 22311				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	100.00	0.00

Check No.	46743	Total:	100.00
Total for	AMERICAN DIABETES ASS'N		100.00

ARC	Ford Field Proj, Plans & Specs	13237	06/27/2012	
			06/27/2012	
P.O. BOX 192224	0112		06/27/2012	0.00
SAN FRANCISCO	BOA	46744	06/27/2012	0.00
CA 94119-2224	556734			1,055.16

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	1,055.16	0.00

Check No.	46744	Total:	1,055.16
Total for	ARC		1,055.16

AT&T	May Statement	13199	06/27/2012	
			06/27/2012	
P.O. BOX 9011	441		06/27/2012	0.00
CAROL STREAM	BOA	46745	06/27/2012	0.00
IL 60197-9011				260.60

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	260.60	0.00

Check No.	46745	Total:	260.60
Total for	AT&T		260.60

BALANCE HYDROLOGICS INC.	C-1 Trail, Final Invoice	13238	06/27/2012	
			06/27/2012	
800 BANCROFT WAY	945		06/27/2012	0.00
BERKELEY	BOA	46746	06/27/2012	0.00
CA 94710-2227	206203-1211R			7,579.72

GL Number	Description	Invoice Amount	Amount Relieved
96-00-4528	C-1 Trail	7,579.72	0.00

Check No.	46746	Total:	7,579.72
Total for	BALANCE HYDROLOGICS INC.		7,579.72

BIANCHINI MARKET	Flight Night Event Catering	13202	06/27/2012	
			06/27/2012	
3130 ALPINE ROAD	0284		06/27/2012	0.00
PORTOLA VALLEY	BOA	46747	06/27/2012	0.00
CA 94028				247.05

GL Number	Description	Invoice Amount	Amount Relieved
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State/Province Zip/Postal	Invoice Number			Check Amount

05-52-4163	Science & Nature		247.05	0.00
		Check No.	46747	Total:
		Total for	BIANCHINI MARKET	247.05

TERESA BOWERMAN	Gen Office/EP Prep, 6/4 - 6/15	13239	06/27/2012	
			06/27/2012	
P.O. BOX 814	1020		06/27/2012	0.00
EL GRANADA	BOA	46748	06/27/2012	0.00
CA 94018	12-15			2,513.40

GL Number	Description	Invoice Amount	Amount Relieved	
05-54-4214	Miscellaneous Consultants	2,051.40	0.00	
05-64-4333	Fire Prevention	462.00	0.00	
		Check No.	46748	Total:
		Total for	TERESA BOWERMAN	2,513.40

CALPERS	Side Fund Payoff	13252	06/27/2012	
FISCAL SERVICES DIVISION			06/27/2012	
ATTN: RETIREMENT PROG ACCTG	0107		06/27/2012	0.00
SACRAMENTO	BOA	46749	06/27/2012	0.00
CA 94229-2703				319,066.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4080	Retirement - PERS	319,066.00	0.00	
		Check No.	46749	Total:
		Total for	CALPERS	319,066.00

CITY OF BRISBANE	Dinner Meeting, Wengert	13240	06/27/2012	
			06/27/2012	
50 PARK PLACE	0330		06/27/2012	0.00
BRISBANE	BOA	46750	06/27/2012	0.00
CA 94005-1310				45.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4327	Educ/Train: Council & Commissn	45.00	0.00	
		Check No.	46750	Total:
		Total for	CITY OF BRISBANE	45.00

CITY OF REDWOOD CITY	May IT Support	13203	06/27/2012	
			06/27/2012	
P.O. BOX 3629	586		06/27/2012	0.00
REDWOOD CITY	BOA	46751	06/27/2012	0.00
CA 94064-3629	BR27323			1,831.05

GL Number	Description	Invoice Amount	Amount Relieved	
05-54-4216	IT & Website Consultants	1,831.05	0.00	
		Check No.	46751	Total:
		Total for	CITY OF REDWOOD CITY	1,831.05

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State/Province Zip/Postal	Invoice Number			Check Amount

CLEANSTREET	May Street/Litter Clean-up	13241	06/27/2012	
			06/27/2012	
1937 W. 169TH STREET	0034		06/27/2012	0.00
GARDENA	BOA	46752	06/27/2012	0.00
CA 90247-5254	67603			1,425.55

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4262	Street Sweeping	614.65	0.00
20-60-4266	Litter Clean Up Program	810.90	0.00

Check No.	46752	Total:	1,425.55
Total for	CLEANSTREET		1,425.55

COMPUCOM	Office 2010 Upgrades (4)	13253	06/27/2012	
			06/27/2012	
P.O. BOX 79335	2030		06/27/2012	0.00
CITY OF INDUSTRY	BOA	46753	06/27/2012	0.00
CA 91716-9335	61320295			1,339.60

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4312	Office Equipment	1,339.60	0.00

Check No.	46753	Total:	1,339.60
Total for	COMPUCOM		1,339.60

GEORGE COMSTOCK	Reimb, Flight Night Signage	13242	06/27/2012	
			06/27/2012	
177 ALAMOS ROAD	506		06/27/2012	0.00
PORTOLA VALLEY	BOA	46754	06/27/2012	0.00
CA 94028				130.99

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4163	Science & Nature	130.99	0.00

Check No.	46754	Total:	130.99
Total for	GEORGE COMSTOCK		130.99

AMY DEBENEDICTIS	Instructor Fees, Spring 2012	13243	06/27/2012	
			06/27/2012	
819 LAUREL AVENUE	2130		06/27/2012	0.00
MENLO PARK	BOA	46755	06/27/2012	0.00
CA 94025				616.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	616.00	0.00

Check No.	46755	Total:	616.00
Total for	AMY DEBENEDICTIS		616.00

DEL RIO ROOFING	Refund C&D Deposit	13206	06/27/2012	
			06/27/2012	
HOLD AT COUNTER	630		06/27/2012	0.00
	BOA	46756	06/27/2012	0.00
				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
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State/Province Zip/Postal	Invoice Number			Check Amount

96-54-4205	C&D Deposit		1,000.00	0.00
		Check No.	46756	Total: 1,000.00
		Total for	DEL RIO ROOFING	1,000.00

REBECCA FLYNN	Cancelled Permit Refund	13207	06/27/2012	
			06/27/2012	
45 CHEYENNE PT.	1209		06/27/2012	0.00
PORTOLA VALLEY	BOA	46757	06/27/2012	0.00
CA 94028				11,747.55

GL Number	Description	Invoice Amount	Amount Relieved	
65-00-4377	Refund of Bldg Fees	4,913.40	0.00	
96-54-4205	C&D Deposit	3,000.00	0.00	
96-54-4207	Deposit Refunds, Other Charges	3,834.15	0.00	
		Check No.	46757	Total: 11,747.55
		Total for	REBECCA FLYNN	11,747.55

JEANNIE GOLDMAN	Spring Instructor Fees	13208	06/27/2012	
			06/27/2012	
741 MANZANITA ROAD	706		06/27/2012	0.00
WOODSIDE	BOA	46758	06/27/2012	0.00
CA 94062				452.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-58-4246	Instructors & Class Refunds	452.00	0.00	
		Check No.	46758	Total: 452.00
		Total for	JEANNIE GOLDMAN	452.00

GUSTAVO DE LA CRUZ	Field Lining for PVTC	13205	06/27/2012	
		6033	06/27/2012	
896 S. BAYWOOD AVE	0195		06/27/2012	0.00
SAN JOSE	BOA	46759	06/27/2012	0.00
CA 95128-3305	1107			963.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-52-4160	Parks & Rec Adult Sports	963.00	0.00	
		Check No.	46759	Total: 963.00
		Total for	GUSTAVO DE LA CRUZ	963.00

HILLYARD, INC	Emergency Prep Supplies	13223	06/27/2012	
			06/27/2012	
P.O. BOX 874338	531		06/27/2012	0.00
KANSAS CITY	BOA	46760	06/27/2012	0.00
MO 64187-4338	600267912			155.50

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4333	Fire Prevention	155.50	0.00	
		Check No.	46760	Total: 155.50
		Total for	HILLYARD, INC	155.50

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HORIZON	Field Supplies	13209	06/27/2012	
			06/27/2012	
P.O. BOX 52758	0289		06/27/2012	0.00
PHOENIX	BOA	46761	06/27/2012	0.00
AZ 85072-2758	1N089478			213.93

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	213.93	0.00

Check No.	46761	Total:	213.93
Total for	HORIZON		213.93

IZMIRIAN ROOFING	Refund C&D Deposit	13210	06/27/2012	
			06/27/2012	
229 S. RAILROAD AVE	768		06/27/2012	0.00
SAN MATEO	BOA	46762	06/27/2012	0.00
CA 94401				1,000.00

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

Check No.	46762	Total:	1,000.00
Total for	IZMIRIAN ROOFING		1,000.00

J.W. ENTERPRISES	Portable Lavs, 6/14 - 7/11	13244	06/27/2012	
			06/27/2012	
1689 MORSE AVE	829		06/27/2012	0.00
VENTURA	BOA	46763	06/27/2012	0.00
CA 93003	162511			235.32

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4244	Portable Lavatories	235.32	0.00

Check No.	46763	Total:	235.32
Total for	J.W. ENTERPRISES		235.32

JORGENSON SIEGEL MCCLURE & FLEGEL	May Statement	13227	06/27/2012	
			06/27/2012	
1100 ALMA STREET	0089		06/27/2012	0.00
MENLO PARK	BOA	46764	06/27/2012	0.00
CA 94025				12,956.15

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4182	Town Attorney	12,581.15	0.00
86-00-4375	General Expenses	250.00	0.00
96-00-4528	C-1 Trail	75.00	0.00
96-54-4186	Attorney - Charges to Appls	50.00	0.00

Check No.	46764	Total:	12,956.15
Total for	JORGENSON SIEGEL MCCLURE &		12,956.15

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WADE KILLEFER	Deposit Refund, Community Hall	13245	06/27/2012	
			06/27/2012	
1808 HILL STREET	1200		06/27/2012	0.00
SANTA MONICA	BOA	46765	06/27/2012	0.00
CA 90405				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	1,000.00	0.00

Check No.	46765	Total:	1,000.00
Total for	WADE KILLEFER		1,000.00

KUTZMANN & ASSOCIATES	May Plan Check	13228	06/27/2012	
			06/27/2012	
39355 CALIFORNIA STREET	0090		06/27/2012	0.00
FREMONT	BOA	46766	06/27/2012	0.00
CA 94538				13,229.22

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4200	Plan Check Services	12,730.47	0.00
05-54-4214	Miscellaneous Consultants	498.75	0.00

Check No.	46766	Total:	13,229.22
Total for	KUTZMANN & ASSOCIATES		13,229.22

JANE LEIBOWITZ	Signage, PV Summer Concert Ser	13211	06/25/2012	
			06/27/2012	
1124 LOS TRANCOS ROAD	1208		06/25/2012	0.00
PORTOLA VALLEY	BOA	46767	06/27/2012	0.00
CA 94028				250.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	250.00	0.00

Check No.	46767	Total:	250.00
Total for	JANE LEIBOWITZ		250.00

NANCY LUND	Reimb, B&BBQ Letters/Postage	13212	06/27/2012	
			06/27/2012	
240 GOLDEN HILLS	0241		06/27/2012	0.00
PORTOLA VALLEY	BOA	46768	06/27/2012	0.00
CA 94028				812.54

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4146	Community Events Committee	812.54	0.00

Check No.	46768	Total:	812.54
Total for	NANCY LUND		812.54

MCCLLENAHAN CONSULTING, LLC	Ford Field, Live Oak Inspect	13246	06/27/2012	
			06/27/2012	
1 ARASTRADERO RD	832		06/27/2012	0.00
PORTOLA VALLEY	BOA	46769	06/27/2012	0.00
CA 94028	1793			250.00

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State/Province Zip/Postal	Invoice Number			Check Amount

05-54-4214	Miscellaneous Consultants	250.00	0.00	
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Check No.	46769	Total:	250.00
Total for	MCCLENAHAN CONSULTING, LLC		250.00

LUCY MILLS	Refund Class Registration Fees	13213	06/27/2012	
			06/27/2012	
20 TORO COURT	1207		06/27/2012	0.00
PORTOLA VALLEY	BOA	46770	06/27/2012	0.00
CA 94028				75.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	75.00	0.00

Check No.	46770	Total:	75.00
Total for	LUCY MILLS		75.00

ALEXA REASE	Facility Deposit Refund	13224	06/27/2012	
			06/27/2012	
302 LELAND AVENUE	1203		06/27/2012	0.00
MENLO PARK	BOA	46771	06/27/2012	0.00
CA 94025				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	100.00	0.00

Check No.	46771	Total:	100.00
Total for	ALEXA REASE		100.00

RON RAMIES AUTOMOTIVE, INC.	May Statement	13229	06/27/2012	
			06/27/2012	
115 PORTOLA ROAD	422		06/27/2012	0.00
PORTOLA VALLEY	BOA	46772	06/27/2012	0.00
CA 94028				528.13

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4334	Vehicle Maintenance	528.13	0.00

Check No.	46772	Total:	528.13
Total for	RON RAMIES AUTOMOTIVE, INC.		528.13

ROTO-ROOTER PLUMBERS	Maint Build Restroom Repair	13247	06/27/2012	
			06/27/2012	
5672 COLLECTION CENTER DR	360		06/27/2012	0.00
CHICAGO	BOA	46773	06/27/2012	0.00
IL 60693	19316693964			224.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	224.00	0.00

Check No.	46773	Total:	224.00
Total for	ROTO-ROOTER PLUMBERS		224.00

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Date: 06/21/2012

Time: 3:26 pm

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TOWN OF PORTOLA VALLEY

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

NICOLE RUBIN	Refund Litter Deposit	13214	06/27/2012	
			06/27/2012	
14 BUCK MEADOW DRIVE	1206		06/27/2012	0.00
PORTOLA VALLEY	BOA	46774	06/27/2012	0.00
CA 94028				200.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	200.00	0.00

Check No.	46774	Total:	200.00
Total for	NICOLE RUBIN		200.00

SAN MATEO CO INF SERVICES	May M/W	13226	06/27/2012	
			06/27/2012	
455 COUNTY CENTER, 3RD FLOOR	0307		06/27/2012	0.00
REDWOOD CITY	BOA	46775	06/27/2012	0.00
CA 94063	1YPV11205			76.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	76.00	0.00

Check No.	46775	Total:	76.00
Total for	SAN MATEO CO INF SERVICES		76.00

SAN MATEO COUNTY HR DEPT	PDF Training, Nerdhal	13204	06/27/2012	
			06/27/2012	
455 COUNTY CENTER	610		06/27/2012	0.00
REDWOOD CITY	BOA	46776	06/27/2012	0.00
CA 94063	C112-0052			50.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4326	Education & Training	50.00	0.00

Check No.	46776	Total:	50.00
Total for	SAN MATEO COUNTY HR DEPT		50.00

SAUSAL CREEK ASSOCIATES	Refund Dep, 846 & 850 Portola	13230	06/27/2012	
			06/27/2012	
225 EMERSON STREET	1202		06/27/2012	0.00
PALO ALTO	BOA	46777	06/27/2012	0.00
CA 94301				5,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	5,000.00	0.00

Check No.	46777	Total:	5,000.00
Total for	SAUSAL CREEK ASSOCIATES		5,000.00

SHARP BUSINESS SYSTEMS	May Copies	13215	06/27/2012	
			06/27/2012	
DEPT. LA 21510	0199		06/27/2012	0.00
PASADENA	BOA	46778	06/27/2012	0.00
CA 91185-1510	C739942-541			50.97

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	50.97	0.00

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TOWN OF PORTOLA VALLEY

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

Check No.	46778	Total:	50.97
Total for	SHARP BUSINESS SYSTEMS		50.97

SPANGLE & ASSOCIATES	April 20 - May 11, Statement	13231	06/27/2012	
			06/27/2012	
770 MENLO AVENUE	0121		06/27/2012	0.00
MENLO PARK	BOA	46779	06/27/2012	0.00
CA 94025-4736				44,613.20

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4140	ASCC	2,364.00	0.00
05-52-4162	Planning Committee	4,727.00	0.00
05-54-4196	Planner	20,798.00	0.00
96-54-4198	Planner - Charges to Appls	16,724.20	0.00

Check No.	46779	Total:	44,613.20
Total for	SPANGLE & ASSOCIATES		44,613.20

CONNIE STACK	Instructor Fees, Spring 2012	13248	06/27/2012	
			06/27/2012	
10127 LAMPLIGHTER SQUARE	648		06/27/2012	0.00
CUPERTINO	BOA	46780	06/27/2012	0.00
CA 95014				144.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	144.00	0.00

Check No.	46780	Total:	144.00
Total for	CONNIE STACK		144.00

STAPLES	May Statement	13249	06/27/2012	
			06/27/2012	
STAPLES CREDIT PLAN	430		06/27/2012	0.00
DES MOINES	BOA	46781	06/27/2012	0.00
IA 50368-9020				719.56

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	585.48	0.00
05-64-4333	Fire Prevention	134.08	0.00

Check No.	46781	Total:	719.56
Total for	STAPLES		719.56

STUART RENTAL COMPANY	Rentals, Town Picnic	13232	06/27/2012	
			06/27/2012	
454 S. ABBOTT AVE	0205		06/27/2012	0.00
MILPITAS	BOA	46782	06/27/2012	0.00
CA 95035	107634			2,135.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4147	Picnic/Holiday Party	2,135.00	0.00

Check No.	46782	Total:	2,135.00
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TOWN OF PORTOLA VALLEY

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

Total for STUART RENTAL COMPANY 2,135.00

TRICIA SUVARI	Facility Deposit Refund	13233	06/27/2012	
			06/27/2012	
217 CORTE MADERA ROAD	1201		06/27/2012	0.00
PORTOLA VALLEY	BOA	46783	06/27/2012	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	100.00	0.00

Check No. 46783 Total: 100.00

Total for TRICIA SUVARI 100.00

MEGHAN SWEET	Reimb, Town Picnic Banners	13217	06/27/2012	
			06/27/2012	
243 CANYON DRIVE	1205		06/27/2012	0.00
PORTOLA VALLEY	BOA	46784	06/27/2012	0.00
CA 94028	25795			142.03

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4147	Picnic/Holiday Party	142.03	0.00

Check No. 46784 Total: 142.03

Total for MEGHAN SWEET 142.03

TOWNSEND MGMT, INC	May Applicant Charges	13234	06/27/2012	
			06/27/2012	
P.O. BOX 24442	609		06/27/2012	0.00
SAN FRANCISCO	BOA	46785	06/27/2012	0.00
CA 94124	200064-05-12			949.92

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4194	Engineer - Charges to Appls	949.92	0.00

TOWNSEND MGMT, INC	CIP 11/12 Street Surfacing	13250	06/27/2012	
			06/27/2012	
P.O. BOX 24442	609		06/27/2012	0.00
SAN FRANCISCO	BOA	46785	06/27/2012	0.00
CA 94124				7,030.00

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4529	CIP11/12 Street Resurface	7,030.00	0.00

Check No. 46785 Total: 7,979.92

Total for TOWNSEND MGMT, INC 7,979.92

TREE SPECIALIST	Tree Removal Upper Alpine	13218	06/27/2012	
			06/27/2012	
1198 NEVADA AVE	839		06/27/2012	0.00
SAN JOSE	BOA	46786	06/27/2012	0.00
CA 95125				1,800.00

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4271	Storm Damage	1,800.00	0.00

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TOWN OF PORTOLA VALLEY

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

TREE SPECIALIST	ROW Tree Trimming	13219	06/27/2012	
			06/27/2012	
1198 NEVADA AVE	839		06/27/2012	0.00
SAN JOSE	BOA	46786	06/27/2012	0.00
CA 95125				4,000.00

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4264	ROW Tree Trimming & Mowing	4,000.00	0.00

Check No.	46786	Total:	5,800.00
Total for	TREE SPECIALIST		5,800.00

TYLER TECHNOLOGIES INC	Pervasive Upgrade	13236	06/18/2012	
			06/27/2012	
P.O. BOX 203556	0240		06/18/2012	0.00
DALLAS	BOA	46787	06/27/2012	0.00
TX 75247-8142	025-44410			170.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4312	Office Equipment	170.00	0.00

TYLER TECHNOLOGIES INC	P.O. Mod, Install /Training	13235	06/27/2012	
			06/27/2012	
P.O. BOX 203556	0240		06/27/2012	0.00
DALLAS	BOA	46787	06/27/2012	0.00
TX 75247-8142	025-44404			1,812.50

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4312	Office Equipment	1,812.50	0.00

Check No.	46787	Total:	1,982.50
Total for	TYLER TECHNOLOGIES INC		1,982.50

WOODSIDE DELIVERY SERVICE	Delivery - 9/3/12	13220	06/12/2012	
			06/27/2012	
PO BOX 784	0219		06/12/2012	0.00
RIVERBANK	BOA	46788	06/27/2012	0.00
CA 95367				110.64

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	110.64	0.00

Check No.	46788	Total:	110.64
Total for	WOODSIDE DELIVERY SERVICE		110.64

Total Invoices:	54	Grand Total:	453,007.77
		Less Credit Memos:	0.00
		Net Total:	453,007.77
		Less Hand Check Total:	0.00
		Outstanding Invoice Total:	453,007.77

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
June 27, 2012

Claims totaling \$453,007.77 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 _____

Nick Pegueros, 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



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Councilmembers

FROM: Sandy Sloan, Town Attorney

DATE: June 19, 2012

RE: **Easement Agreement Between Stanford University and the Town**

RECOMMENDATION: Approve the resolution authorizing the Mayor on behalf of the Town of Portola Valley to execute and accept the grant of easement from the Board of Trustees of Leland Stanford Junior University (“Stanford”).

BACKGROUND: When Santa Clara County approved a General Use Permit (“GUP”) for Stanford University, one of the conditions of approval was that Stanford construct trails (or pay for the construction of trails) along both the north and the south sides of University lands. In 2010, after much discussion, the Town and Stanford agreed to cooperatively design the trail, known as the C-1 trail within the Town limits, and then have the Town construct and renovate the trail with Stanford funds. On February 25, 2012, Stanford and the Town entered into the Agreement regarding the Portola Valley Trail Project and estimated that the construction of the trail (including landscaping) would cost approximately 2.9 million dollars. Since portions of the new trail alignment are on Stanford land, one of the exhibits to the 2012 Agreement was a form of Easement Agreement outlining the terms of a grant of easement to the Town.

The Town staff and committees and the Stanford staff then proceeded to design the trail, select landscaping, procure permits, construct and pay for the construction of the trail. The trail was completed earlier this year, and on June 9, 2012 the Town held a brief ribbon cutting ceremony to officially open the trail. The original Town name for the trail was the Dwight Crowder Path and this name will be retained.

Once the trail was complete, BKF Engineers surveyed the exact easement areas being granted to the Town by Stanford and prepared the legal descriptions and plat

maps for the Easement Agreement. The Town now needs to accept the Easement Agreement by adopting the attached resolution and authorizing the Mayor to sign the attached Certificate of Acceptance.

cc: Town Manager

Enclosure: Resolution Approving and Authorizing the Execution of the Agreement
Easement Agreement
Certificate of Acceptance

RESOLUTION NO. _____

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF THE EASEMENT AGREEMENT AND THE GRANT OF EASEMENT FROM THE BOARD OF TRUSTEES OF LELAND STANFORD JUNIOR UNIVERSITY TO THE TOWN OF PORTOLA VALLEY

WHEREAS, the Town Council of the Town of Portola Valley ("Town") has read and considered that certain Easement Agreement dated _____, 2012;

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

1. Public interest and convenience require the Town to accept the Easement Agreement described above and the grant of Easement contained therein.
2. The Town approves the Easement Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Certificate of Acceptance accepting the grant of Easement contained in the Easement Agreement.

PASSED AND ADOPTED this ____ day of _____, 2012.

By: _____
Mayor

ATTEST:

Town Clerk

This Document is Recorded For the Benefit of the Town of Portola Valley and Is Fee Exempt per Government Code Section 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Town of Portola Valley
765 Portola Road
Portola Valley, CA
Attention: Director of Public Works

EASEMENT AGREEMENT

For valuable consideration, receipt of which is acknowledged, THE BOARD OF TRUSTEES OF LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (“Grantor”), grants to the Town of Portola Valley, California, its successors and assigns (“Town”), the easements described below in certain parcels of real property owned by Grantor and located in the County of San Mateo, State of California, each of which is more particularly described and shown in the attached Exhibits, subject to the terms and conditions set forth in this Easement Agreement (the “Agreement”).

1. GRANT OF EASEMENTS FOR CONSTRUCTION AND USE OF TRAIL SYSTEM

1.1 Grant. Grantor grants to the Town, for use and enjoyment by the Town and the general public, an easement for pedestrians and bicyclists to use the trail system more particularly described on Exhibit A (the “Trail System”), and for the Town to construct, maintain, manage, operate, repair and replace the Trail System, within the parcels owned by Grantor and more particularly described on Exhibit B (the “Easement”). In the event Grantor has comments or concerns regarding the construction, use, maintenance, management, operation, repair or replacement of the Trail System or the Easement, the Town will meet with representatives of Grantor in a timely fashion to discuss such concerns and attempt in good faith to agree on a resolution.

1.2 Prohibited Uses. The Trail System shall not be used by motor vehicles and motorcycles, except that the Town may permit maintenance vehicles when necessary to maintain, repair or replace the Trail System and the Town shall use reasonable efforts to prevent and halt such use.

1.3 Maintenance. The Town shall construct the Trail System in a good and workmanlike manner in compliance with (a) all applicable laws and (b) the Agreement Regarding the Portola Valley Trail Project between Grantor and the Town effective as of February 25, 2010 (the “PV Trail Agreement”). The Town shall maintain, manage, operate and repair the Trail System at least in accordance with trail maintenance standards applied by the Town to similar trails within the Town.

1.4 Relocation of Easement. The location of the Easement may be moved at any time at the option and expense of Grantor, and relocated to any new alignment if there are changed circumstances such as changes to the Alpine Road alignment, required protection of environmental resources or significant interference with Stanford’s plans for the use of its lands; provided that: (a) Grantor shall provide notice to the Town of its intent to relocate the Easement and shall consult with the Town in good faith regarding the new alignment; (b) any such relocated easement shall have essentially the same points

of entry and exit by pedestrians and bicyclists; and (c) the new alignment shall be generally consistent with the existing alignment. Except as provided in this Section 1.4, the Town shall never have any right to any particular location or configuration of the Easement. The relocation of the Easement shall not prevent Grantor from making any future relocation. Grantor at its expense shall construct on such relocated easement a trail system with substantially the same specifications and materials as the Trail System located on the Easement immediately prior to the relocation, except that all work shall be performed generally in accordance with the standards to which the original trail was built. If the relocation results in any increase in the costs of future maintenance or repair, Grantor shall reimburse the Town for such increased costs by payment of a mutually agreed amount or, failing agreement, of an amount determined by binding arbitration pursuant to the provisions of the Code of Civil Procedure. Any such relocation shall be deemed completed upon completion of construction of said trail system on the relocated easement. Each party shall execute and accept such documents as are necessary or convenient to document the relocation, as requested by the other party and Grantor shall prepare each requested document, unless the Town elects to prepare a document requested by it.

2. GENERAL PROVISIONS.

2.1 Reserved Rights. Grantor reserves the right to use the Easement for any and all purposes that are not inconsistent with, and do not unreasonably interfere with, use and enjoyment by the Town and the general public of the Easement as permitted herein, including without limitation crossing over the Easement and temporarily closing the Easement in connection with maintenance or improvement work on adjacent lands of Grantor. The Easement is subject to all rights, encumbrances and other matters of record prior to recordation of this Agreement.

2.2 Term; Termination. The Easement shall remain in full force and effect unless terminated in accordance with this Section 2.2. The Easement shall cease and terminate on the earlier of the occurrence of any of the following events, but only after notice and opportunity to cure as provided below: (a) breach by the Town of any material promise or obligation related to the Easement, including without limitation the obligations set forth in the PV Trail Agreement; (b) nonuse of such Easement or any portion thereof for the uses permitted herein for a period of two (2) consecutive years; or (c) performance of any act by the Town upon such Easement which is incompatible with the nature of such Easement, or the exercise or use of such Easement by the Town in a manner inconsistent with the intent of the parties as expressed in this Agreement of the PV Trail Agreement. Failure to exercise secondary or incidental rights expressly or impliedly conveyed hereby shall not be cause for termination. Examples of principal purposes are construction of the Trail System and use of the Trail System by pedestrians and bicyclists. Examples of secondary or incidental uses are maintenance, operation, repair and replacement of the Trail System within the Easement.

In the event Grantor determines that any of the above have occurred ("*Event of Termination*"), Grantor shall give notice to the Town, which shall have ninety (90) days after delivery of notice to cure the Event of Termination. If the nature of the Event of Termination is such that cure within ninety (90) days is not possible, but cure is possible in an extended but reasonable time period, the Town shall commence curing the Event of Termination within 90 days and shall diligently pursue the cure to completion. If the Town fails to cure the Event of Termination within 90 days or, if not possible, if the Town fails to commence the cure within 90 days or to complete it within such longer period as is reasonably required for the Town acting diligently to cure, then in either case Grantor shall have the right to terminate the Easement (or if the Event of Termination was the non-use of a portion of an Easement, to terminate that portion of the Easement) and all right, title and interest of the Town, its successors and assigns, in and to such Easement (or portion thereof) shall terminate and revert to Grantor, its successors and assigns. Upon termination of such Easement (or portion thereof), the Town shall make, execute, acknowledge, and deliver to Grantor a quitclaim of all right, title, and interest herein conveyed to the

Town as to the Easement (or portion thereof) so terminated. If the Event of Termination is the non-use of the Easement caused by damage to the Trail System, the two year period shall be tolled for a reasonable period required for repair work, but not to exceed one year. If the Event of Termination is the non-use of the Easement or a portion of it, Grantor shall provide the Town with the notice the evidence of non-use on which it relies and the cure shall be the delivery to Grantor by the Town of contrary evidence within the time allowed. If such contrary evidence is not provided timely by the Town, it shall be deemed to have failed to cure the Event of Termination. If such contrary evidence is provided timely, the parties shall meet to discuss in good faith whether the requisite period of non-use actually occurred. If the parties cannot agree, they may submit the matter to binding arbitration by mutual agreement or pursue other remedies, and the Easement or portion of it alleged to have not been used for the requisite period shall continue in effect until a final resolution has been reached by agreement, arbitration or litigation.

2.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of and shall apply to the respective successors and assigns of Grantor and the Town, and shall run with and be binding on the land on which the Easement is located. All references in this Grant to *Grantor* or *Town* shall be deemed to refer to and include the successors and assigns thereof.

2.4 Notice. Whenever in this Agreement a party is required to give notice, the party shall give written notice delivered to the other party at the following address:

Town: Director of Public Works
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Fax: (650) 851-4677
Email: hyoung@portolavalley.net

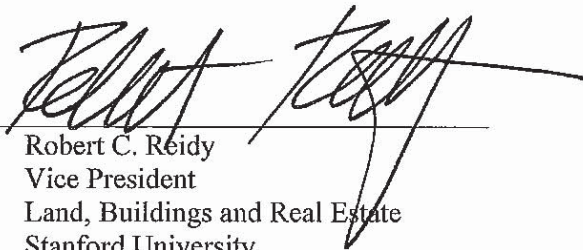
Grantor: General Counsel
Stanford University
Office of the General Counsel
105 Encina Hall
Stanford, CA 94305
Fax: (650) 723-4322
Email: zumwalt@stanford.edu

Delivery shall be by messenger or by a recognized overnight courier (e.g. Federal Express or UPS), return receipt requested. Notice shall be deemed given when delivered and documented by a declaration under penalty of perjury by the messenger or the return receipt of the overnight courier.

2.5 Acceptance by Town. By accepting this Agreement and authorizing it to be recorded, the Town accepts the terms of this Agreement and agrees to abide by them. This Agreement is expressly conditioned upon inclusion of the terms of this Section 2.5 in the Acceptance of this Agreement authorizing recordation of this Agreement and recorded concurrently with it.

IN WITNESS WHEREOF Grantor has executed this Agreement.

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY, a body
having corporate powers under the laws of the State of California

By: 
Robert C. Reidy
Vice President
Land, Buildings and Real Estate
Stanford University

Date: 6/13/2012

STATE OF California)
COUNTY OF Santa Clara) ss.

On June 13, 2012 before me, Amy Saunders personally appeared Robert Reidy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Amy Saunders (Seal)
Signature

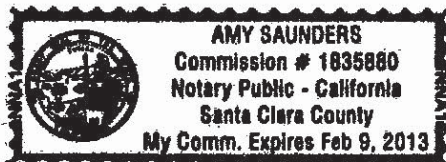
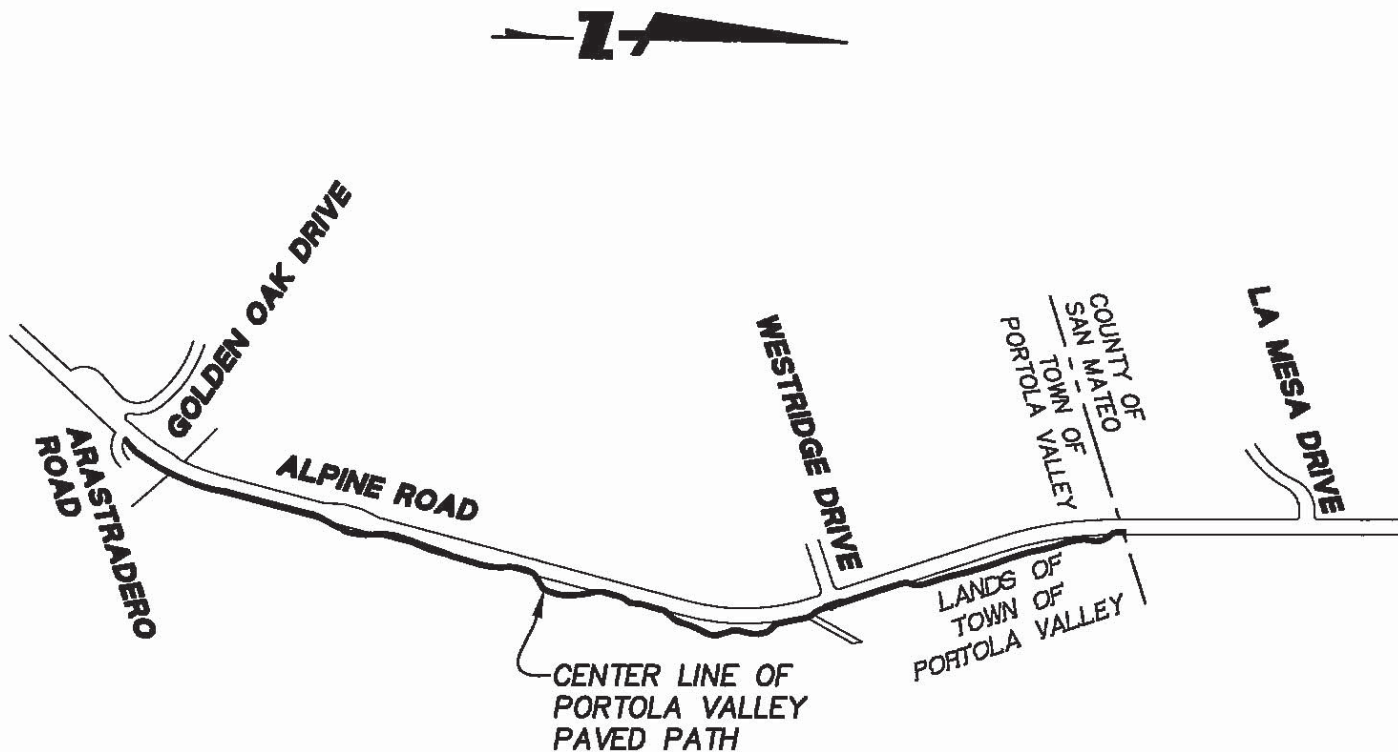


EXHIBIT A

Description of Trail System

The ***Portola Valley Paved Path*** (the "*Trail System*") is a 5,542-foot-long (1.05 mile) pedestrian and bicycle path adjacent to Alpine Road in the Town of Portola Valley. The path extends from Arastradero Road on the south to the Town Limit at Ladera (in unincorporated San Mateo County) on the north. Los Trancos Creek borders much of the path on the east. The path includes an 8-foot-wide asphaltic concrete wearing surface with 2-foot-wide shoulders. The Trail System project includes slope protection in Los Trancos Creek near station 22+50 and a wooden bridge near 33+50. The Trail System is shown on the *Attachment to Exhibit A*.



LANDS OF LELAND STANFORD JUNIOR UNIVERSITY

LOCATION MAP

NO SCALE

PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\Attachment To Exhibit A.dwg

**ATTACHMENT
TO EXHIBIT A**



1850 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject TRAIL SYSTEM – PORTOLA VALLEY
PAVED PATH

Job No. 20116007-50 (20106034)

By JG Date 05-14-12 Chkd. JVK

SHEET 1 OF 1



EXHIBIT B
Legal Description

C1 TRAIL EASEMENT

All that certain real property situate in the Town of Portola Valley, County of San Mateo, State of California, described as follows:

Being a portion of the lands of The Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California, said lands being also and having San Mateo County Assessor's Parcel Number 077-282-030 per Roll Year 2011-2012, more particularly described as follows:

Beginning at the found Town of Portola Valley control monument, being a 3-1/2" diameter brass disk stamped "PV-14" inside monument well, at Alpine Road and Golden Oak Drive;

Thence leaving said control monument, South 48°40'52" East, 31.91 feet to the center line of Alpine Road;

Thence along said center line of Alpine Road, the following two (2) courses and distances:

1. North 41°19'08" East, 392.79 feet to the beginning of a tangent curve to the left, having a Radius of 1200.00 feet;
2. Northeasterly along said curve, through a central Angle of 14°54'11", for an arc Length of 312.12 feet;

Thence leaving said center line of Alpine Road, South 63°35'03" East, 50.00 feet to the most westerly corner of said lands of Leland Stanford Junior University, said corner being also a point on the southeasterly line of said Alpine Road and being the beginning of a non-tangent curve, concave to the northwest, having a Radius of 1250.00 feet, from the center of said curve a radial line bears South 63°35'03" East, said point being also hereafter referred to as **Point "A"**;

Thence leaving said point and along said southeasterly line of said Alpine Road, the following two (2) courses and distances:

1. Northeasterly along said curve, through a central Angle of 12°19'58", for an arc Length of 269.06 feet;
2. North 14°04'59" East, 557.58 feet to a point hereafter referred to as **Point "B"**;

Thence continuing along said southeasterly line of said Alpine Road, the following three (3) courses and distances:

1. North 14°04'59" East, 505.02 feet;
2. North 22°36'49" East, 101.12 feet;
3. North 14°04'59" East, 114.77 feet to a point hereafter referred to as **Point "C"**;

Thence continuing along said southeasterly line of said Alpine Road, the following three (3) courses and distances:

1. North 14°04'59" East, 235.23 feet;
2. North 00°02'49" East, 103.08 feet;
3. North 14°04'59" East, 101.96 feet to a point hereafter referred to as **Point "D"**;

Thence continuing along said southeasterly line of said Alpine Road, North 14°04'59" East, 478.54 feet to a point hereafter referred to as **Point "E"**;

Said C1 Trail Easement described in Segments, as follows:

SEGMENT 1

Beginning at a point hereinabove referred to as Point "A", said point being also the beginning of a non-tangent curve, concave to the northwest, having a Radius of 1250.00 feet, from which a radial line bears South 63°35'03" East, said point being also the **True Point of Beginning** of this description;

Thence leaving said point and along said southeasterly line of said Alpine Road, the following two (2) courses and distances:

1. Northeasterly along said curve, through a central Angle of 12°19'58", for an arc Length of 269.06 feet;
2. North 14°04'59" East, 11.09 feet to the beginning of a non-tangent curve, concave to the northwest, having a Radius of 210.00 feet, from the center of said curve a radial line bears South 84°19'19" East;

Thence leaving said southeasterly line of said Alpine Road, the following four (4) courses and distances:

1. Southwesterly along said curve, through a central Angle of 09°37'34", for an arc Length of 35.28 feet;
2. South 15°18'15" West, 64.37 feet to the beginning of a tangent curve to the right, having a Radius of 510.00 feet;
3. Southwesterly along said curve, through a central Angle of 04°45'17", for an arc Length of 42.32 feet to the beginning of a compound curve, concave to the northwest, having a Radius of 1255.00 feet, from the center of said curve a radial line bears South 69°56'28" East;
4. Southwesterly along said curve, through a central Angle of 06°26'59", for an arc Length of 141.27 feet to the southwesterly line of said lands of Leland Stanford Junior University;

Thence along said southwesterly line, North 41°31'00" West, 5.39 feet to the **True Point of Beginning** of this description.

Containing 1,142 square feet or 0.026 acres, more or less.

SEGMENT 2

Beginning at a point hereinabove referred to as Point "B", said point being also the **True Point of Beginning** of this description;

Thence leaving said point and along said southeasterly line of said Alpine Road, North $14^{\circ}04'59''$ East, 88.03 feet;

Thence leaving said southeasterly line of said Alpine Road, the following three (3) courses and distances:

1. North $27^{\circ}12'51''$ East, 34.82 feet to the beginning of a tangent curve to the left, having a Radius of 265.00 feet;
2. Northwesterly along said curve, through a central Angle of $29^{\circ}38'29''$, for an arc Length of 137.10 feet;
3. North $02^{\circ}25'38''$ West, 13.77 feet to said southeasterly line of said Alpine Road;

Thence along said southeasterly line of said Alpine Road, North $14^{\circ}04'59''$ East, 70.38 feet;

Thence leaving said southeasterly line of said Alpine Road, parallel with and distant 20.00 feet easterly and southeasterly, measured at right angles, from the above said courses with distances and lengths of 13.77 feet, 137.10 feet and 34.82 feet, the following three (3) courses and distances:

1. South $02^{\circ}25'38''$ East, 81.25 feet to the beginning of a tangent curve to the right, having a Radius of 285.00 feet;
2. Southwesterly along said curve, through a central Angle of $29^{\circ}38'29''$, for an arc Length of 147.44 feet;
3. South $27^{\circ}12'51''$ West, 120.55 feet to the **True Point of Beginning** of this description.

Containing 5,349 square feet or 0.123 acres, more or less.

SEGMENT 3

Beginning at a point hereinabove referred to as Point "C", said point being also the **True Point of Beginning** of this description;

Thence leaving said point and along said southeasterly line of said Alpine Road, North $14^{\circ}04'59''$ East, 222.07 feet to the beginning of a non-tangent curve, concave to the northwest, having a Radius of 435.00 feet, from the center of said curve a radial line bears South $83^{\circ}09'17''$ East;

Thence leaving said southeasterly line of said Alpine Road, the following three (3) courses and distances:

1. Southwesterly along said curve, through a central Angle of $08^{\circ}24'12''$, for an arc Length of 63.80 feet;
2. South $15^{\circ}14'55''$ West, 148.73 feet to the beginning of a tangent curve to the right, having a Radius of 310.00 feet;
3. Southwesterly along said curve, through a central Angle of $01^{\circ}47'49''$, for an arc Length of 9.72 feet to the **True Point of Beginning** of this description.

Containing 436 square feet or 0.010 acres, more or less.

SEGMENT 4

Beginning at a point hereinabove referred to as Point "D", said point being also the **True Point of Beginning** of this description;

Thence leaving said point and along said southeasterly line of said Alpine Road, North $14^{\circ}04'59''$ East, 38.93 feet to the beginning of a non-tangent curve, concave to the southeast, having a Radius of 100.00 feet, from the center of said curve a radial line bears North $34^{\circ}50'46''$ West;

Thence leaving said southeasterly line of said Alpine Road, the following seven (7) courses and distances:

1. Northeasterly along said curve, through a central Angle of $06^{\circ}46'18''$, for an arc Length of 11.82 feet;
2. North $61^{\circ}55'32''$ East, 39.42 feet to the beginning of a tangent curve to the left, having a radius of 40.00 feet;
3. Northeasterly along said curve, through a central Angle of $44^{\circ}40'23''$, for an arc Length of 31.19 feet;
4. North $17^{\circ}15'09''$ East, 62.70 feet to the beginning of a tangent curve to the left, having a Radius of 90.00 feet;
5. Northwesterly along said curve, through a central Angle of $19^{\circ}04'12''$, for an arc Length of 29.96 feet;
6. North $01^{\circ}49'03''$ West, 41.76 feet to the beginning of a tangent curve to the left, having a Radius of 490.00 feet;
7. Northwesterly along said curve, through a central Angle of $12^{\circ}16'28''$, for an arc Length of 104.97 feet to said southeasterly line of said Alpine Road;

Thence along said southeasterly line of said Alpine Road, North $14^{\circ}04'59''$ East, 64.58 feet to the beginning of a non-tangent curve, concave to the east, having a Radius of 90.00 feet, from the center of said curve a radial line bears North $75^{\circ}55'01''$ West;

Thence leaving said southeasterly line of said Alpine Road, parallel with and distant 20.00 feet easterly and southeasterly, measured at right angles, from the above said courses with distances and lengths of 104.97 feet, 41.76 feet, 29.96 feet, 62.70 feet, 31.19 feet, 39.42 feet and 11.82 feet, the following eight (8) courses and distances:

1. Southeasterly along said curve, through a central Angle of $29^{\circ}33'11''$, for an arc Length of 46.42 feet to the beginning of a reverse curve, concave to the southwest, having a Radius of 510.00 feet, from the center of said curve a radial line bears North $74^{\circ}31'48''$ East;
2. Southeasterly along said curve, through a central Angle of $13^{\circ}39'09''$, for an arc Length of 121.52 feet;
3. South $01^{\circ}49'03''$ East, 41.76 feet to the beginning of a tangent curve to the right, having a Radius of 110.00 feet;
4. Southwesterly along said curve, through a central Angle of $19^{\circ}04'12''$, for an arc Length of 36.61 feet;
5. South $17^{\circ}15'09''$ West, 62.70 feet to the beginning of a tangent curve to the right, having a Radius of 60.00 feet;
6. Southwesterly along said curve, through a central Angle of $44^{\circ}40'23''$, for an arc Length of 46.78 feet;
7. South $61^{\circ}55'32''$ West, 39.42 feet to the beginning of a tangent curve to the left, having a Radius of 80.00 feet;
8. Southwesterly along said curve, through a central Angle of $28^{\circ}17'46''$, for an arc Length of 39.51 feet to the **True Point of Beginning** of this description.

Containing 7,353 square feet or 0.169 acres, more or less.

SEGMENT 5

Beginning at a point hereinabove referred to as Point "E", said point being also the **True Point of Beginning** of this description;

Thence leaving said point and along said southeasterly line of said Alpine Road, North $14^{\circ}04'59''$ East, 275.02 feet;

Thence leaving said southeasterly line of said Alpine Road, the following twelve (12) courses and distances:

1. North $40^{\circ}54'37''$ East, 32.49 feet to the beginning of a tangent curve to the left, having a Radius of 140.00 feet;
2. Northeasterly along said curve, through a central Angle of $27^{\circ}25'06''$, for an arc Length of 67.00 feet to the beginning of a reverse curve, concave to the southeast, having a radius of 360.00 feet, from the center of said curve a radial line bears North $76^{\circ}30'29''$ West;
3. Northeasterly along said curve, through a central Angle of $13^{\circ}26'49''$, for an arc Length of 84.49 feet;

4. North $26^{\circ}56'20''$ East, 41.65 feet to the beginning of a tangent curve to the left, having a Radius of 90.00 feet;
5. Northwesterly along said curve, through a central Angle of $45^{\circ}06'14''$, for an arc Length of 70.85 feet;
6. North $18^{\circ}09'54''$ West, 61.14 feet to the beginning of a tangent curve to the right, having a Radius of 85.00 feet;
7. Northeasterly along said curve, through a central Angle of $33^{\circ}20'30''$, for an arc Length of 49.46 feet;
8. North $15^{\circ}10'36''$ East, 29.14 feet to the beginning of a tangent curve to the left, having a Radius of 190.00 feet;
9. Northwesterly along said curve, through a central Angle of $29^{\circ}06'13''$, for an arc Length of 96.51 feet to the beginning of a compound curve, concave to the southwest, having a Radius of 65.00 feet, from the center of said curve a radial line bears North $76^{\circ}04'23''$ East;
10. Northwesterly along said curve, through a central Angle of $32^{\circ}11'59''$, for an arc Length of 36.53 feet;
11. North $46^{\circ}07'36''$ West, 23.53 feet to the beginning of a tangent curve to the right, having a Radius of 60.00 feet;
12. Northwesterly along said curve, through a central Angle of $36^{\circ}49'55''$, for an arc Length of 38.57 feet to a point on the northeasterly line of said Alpine Road, said point being the beginning of a reverse curve, concave to the southwest, having a Radius of 1240.00 feet, from the center of said curve a radial line bears North $80^{\circ}42'19''$ East;

Thence along said northeasterly line of said Alpine Road, northwesterly along said curve, through a central Angle of $06^{\circ}09'17''$, for an arc Length of 133.20 feet to the northwesterly line of said lands of Leland Stanford Junior University;

Thence along said northwesterly line of said lands, North $28^{\circ}12'28''$ East, 28.72 feet to the beginning of a non-tangent curve, concave to the southwest, having a Radius of 1260.00 feet, from the center of said curve a radial line bears North $73^{\circ}36'20''$ East;

Thence leaving said northwesterly line of said lands, parallel with and distant 20.00 feet easterly and southeasterly, measured at right angles, from the above said courses with distances and lengths of 133.20 feet, 38.57 feet, 23.53 feet, 36.53 feet, 96.51 feet, 29.14 feet, 49.46 feet, 61.14 feet, 70.85 feet, 41.65 feet, 84.49 feet, 67.00 feet, 32.49 feet, the following twenty-two (22) courses and distances:

1. Southeasterly along said curve, through a central Angle of $07^{\circ}05'59''$, for an arc Length of 156.13 feet to the beginning of a reverse curve, concave to the northeast, having a Radius of 40.00 feet;
2. Southeasterly along said curve, through a central Angle of $36^{\circ}49'55''$, for an arc Length of 25.71 feet;
3. South $46^{\circ}07'36''$ East, 23.53 feet to the beginning of a tangent curve to the right, having a Radius of 85.00 feet;

4. Southeasterly along said curve, through a central Angle of $32^{\circ}11'59''$, for an arc Length of 47.77 feet to the beginning of a compound curve, concave to the west, having a Radius of 210.00 feet;
5. Southwesterly along said curve, through a central Angle of $29^{\circ}06'13''$, for an arc Length of 106.67 feet;
6. South $15^{\circ}10'36''$ West, 29.14 feet to the beginning of a tangent curve to the left, having a Radius of 65.00 feet;
7. Southeasterly along said curve, through a central Angle of $33^{\circ}20'30''$, for an arc Length of 37.82 feet;
8. South $18^{\circ}09'54''$ East, 61.14 feet to the beginning of a tangent curve to the right, having a Radius of 110.00 feet;
9. Southwesterly along said curve, through a central Angle of $45^{\circ}06'14''$, for an arc Length of 86.59 feet;
10. South $26^{\circ}56'20''$ West, 41.65 feet to the beginning of a tangent curve to the left, having a Radius of 340.00 feet;
11. Southwesterly along said curve, through a central Angle of $13^{\circ}26'49''$, for an arc Length of 79.80 feet to the beginning of a reverse curve, concave to the northwest, having a Radius of 160.00 feet;
12. Southwesterly along said curve, through a central Angle of $27^{\circ}25'06''$, for an arc Length of 76.57 feet;
13. South $40^{\circ}54'37''$ West, 44.51 feet to the beginning of a tangent curve to the left, having a Radius of 15.00 feet;
14. Southwesterly along said curve, through a central Angle of $29^{\circ}10'09''$, for an arc Length of 7.64 feet;
15. South $11^{\circ}44'28''$ West, 24.41 feet to the beginning of a tangent curve to the right, having a Radius of 160.00 feet;
16. Southwesterly along said curve, through a central Angle of $05^{\circ}33'00''$, for an arc Length of 15.50 feet;
17. South $17^{\circ}17'28''$ West, 47.92 feet to the beginning of a tangent curve to the left, having a Radius of 190.00 feet;
18. Southwesterly along said curve, through a central Angle of $12^{\circ}38'36''$, for an arc Length of 41.93 feet;
19. South $04^{\circ}38'52''$ West, 38.17 feet to the beginning of a tangent curve to the right, having a Radius of 50.00 feet;
20. Southwesterly along said curve, through a central Angle of $28^{\circ}15'30''$, for an arc Length of 24.66 feet;
21. South $32^{\circ}54'22''$ West, 37.43 feet to the beginning of a tangent curve to the left, having a Radius of 65.00 feet;
22. Southwesterly along said curve, through a central Angle of $18^{\circ}49'23''$, for an arc Length of 21.35 feet to the **True Point of Beginning** of this description.

Containing 18,702 square feet or 0.429 acres, more or less.

As shown on plat attached hereto and made part hereof as EXHIBIT B.

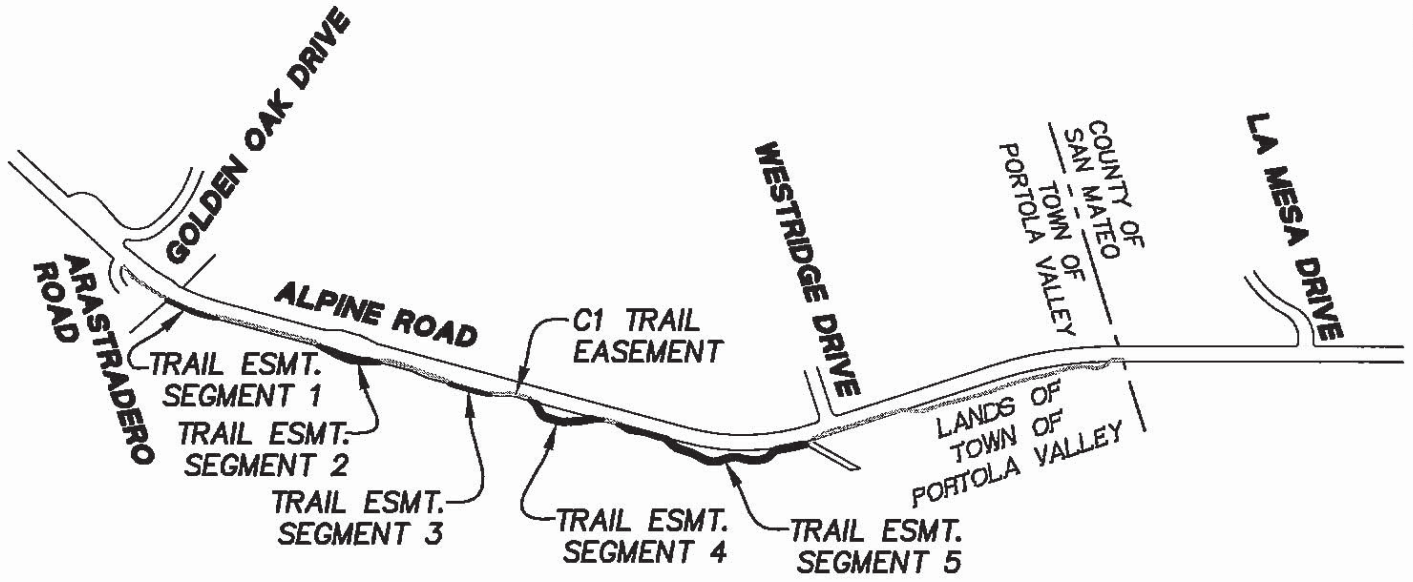
BKF Engineers

John Koroyan

John Koroyan, P.L.S. No. 8883
License expires 12-31-2013

MAY 14, 2012
Dated

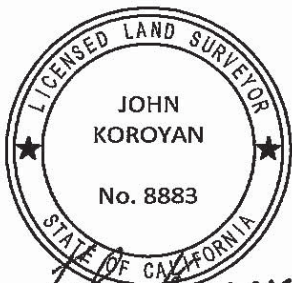




LANDS OF LELAND STANFORD JUNIOR UNIVERSITY

LOCATION MAP

NO SCALE



John Koroyan

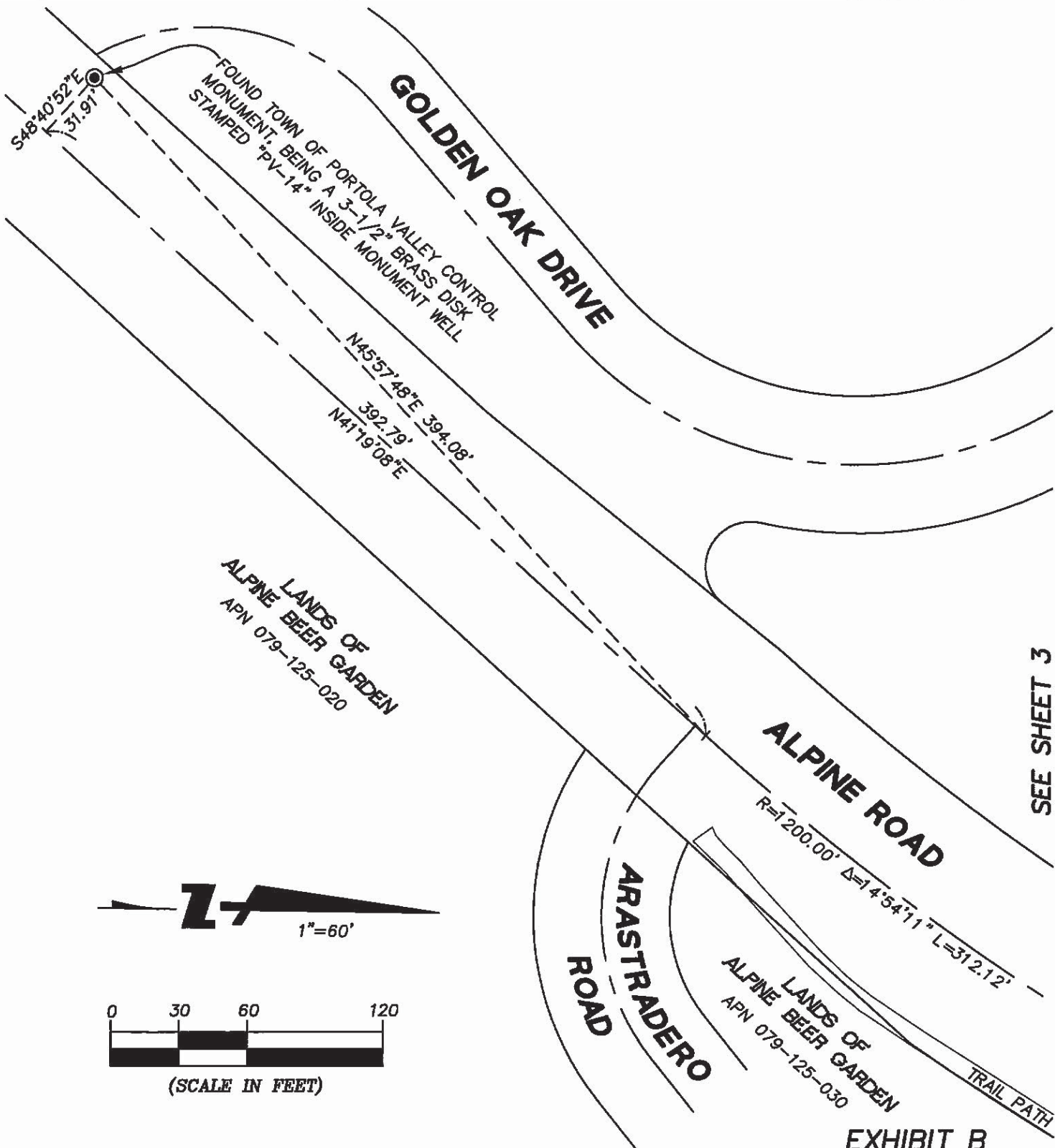
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\C1 Trail Easement Sheet 1.dwg

EXHIBIT B
PLAT TO ACCOMPANY
LEGAL DESCRIPTION



1650 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
 Job No. 20116007-50 (20106034)
 By JG Date 05-14-12 Chkd. JVK
 SHEET 1 OF 11



SEE SHEET 3

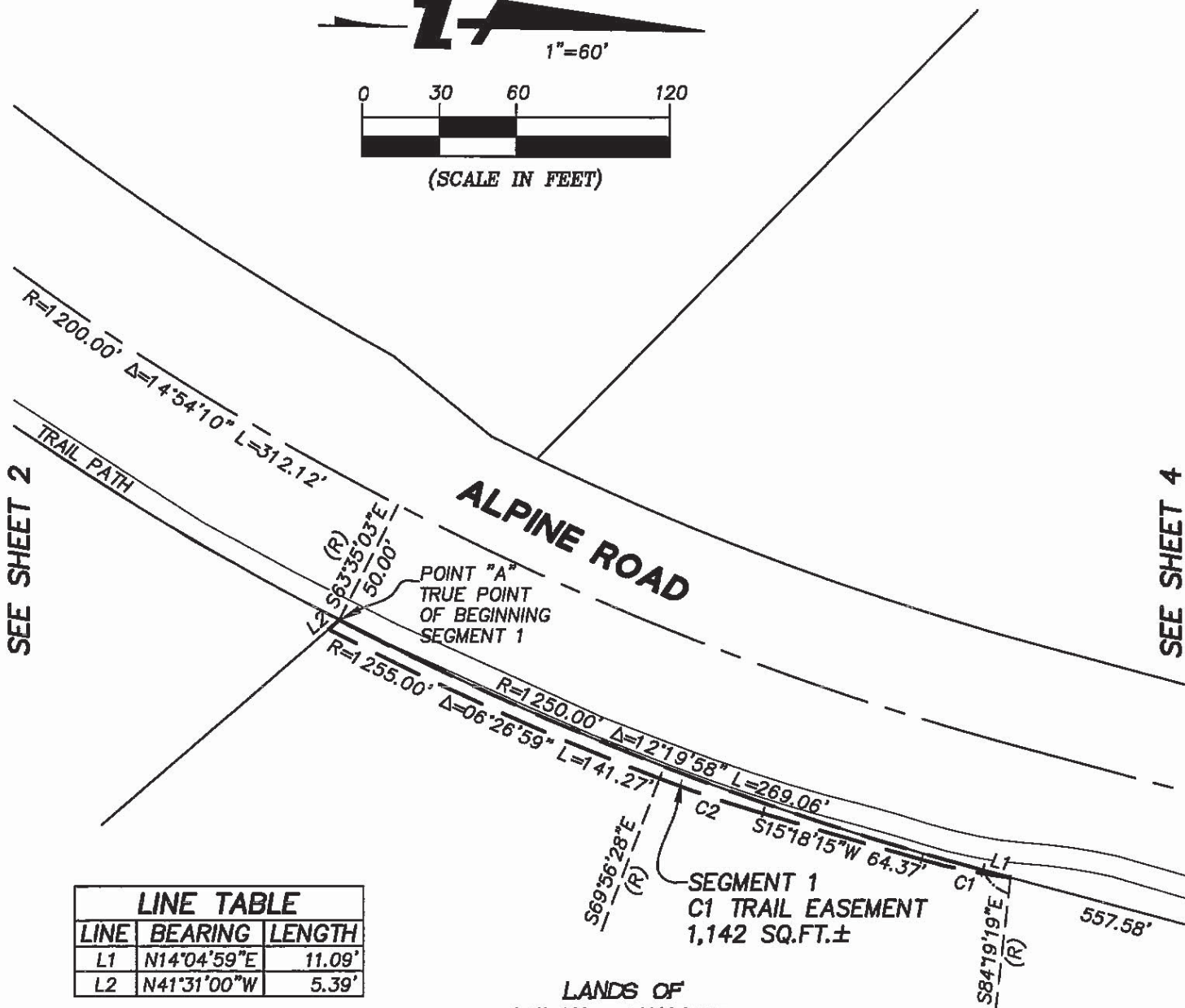
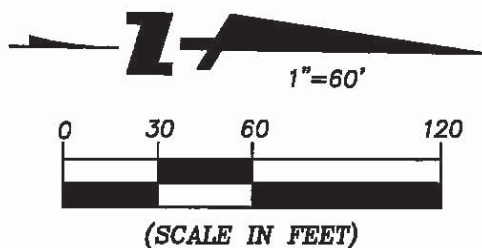
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

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Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50
By JG Date 05-14-12 Chkd. JVK
SHEET 2 OF 11



SEE SHEET 2

SEE SHEET 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°04'59"E	11.09'
L2	N41°31'00"W	5.39'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	210.00'	09°37'34"	35.28'
C2	510.00'	04°45'17"	42.32'

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

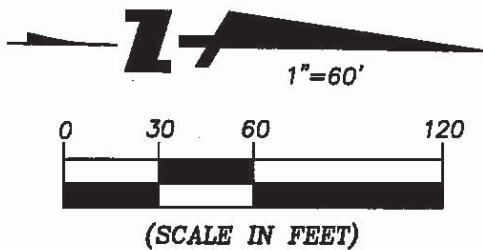
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K: \SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

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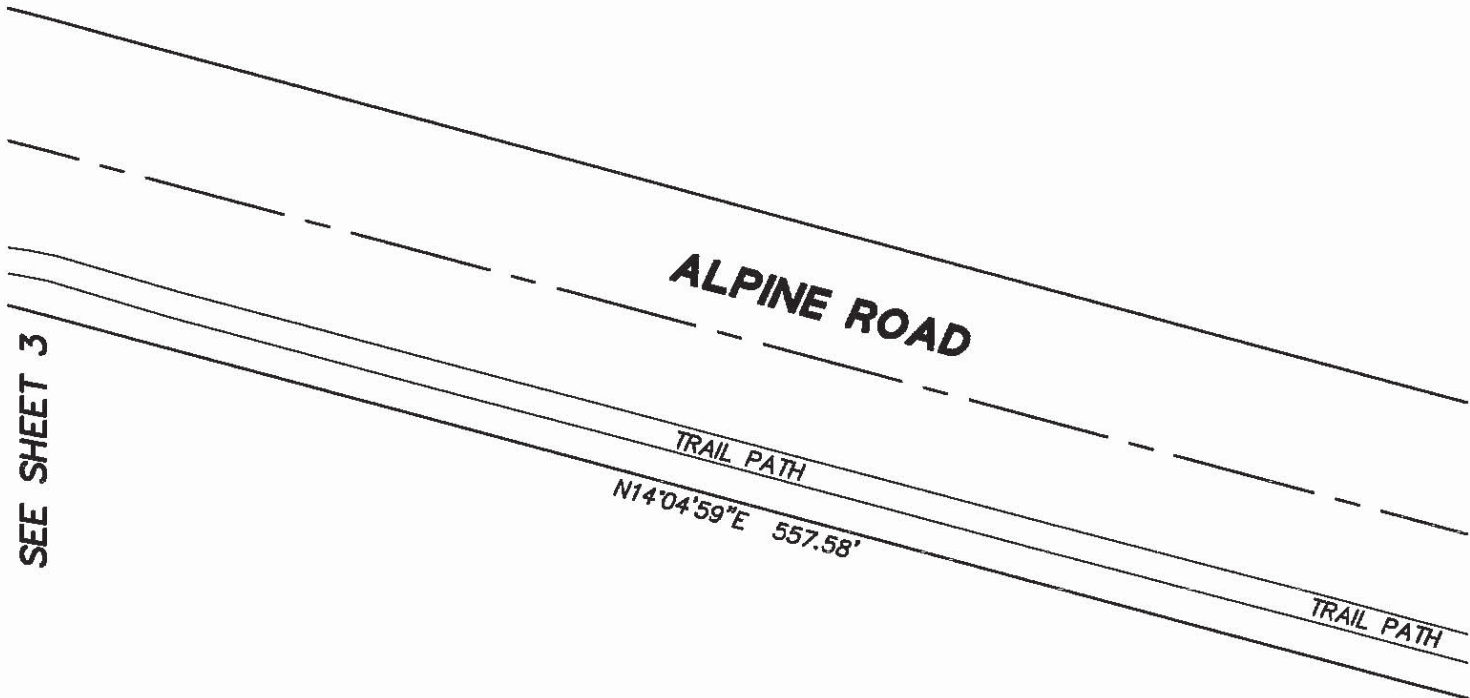


1850 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
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SHEET 3 OF 11



SEE SHEET 3



SEE SHEET 5

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

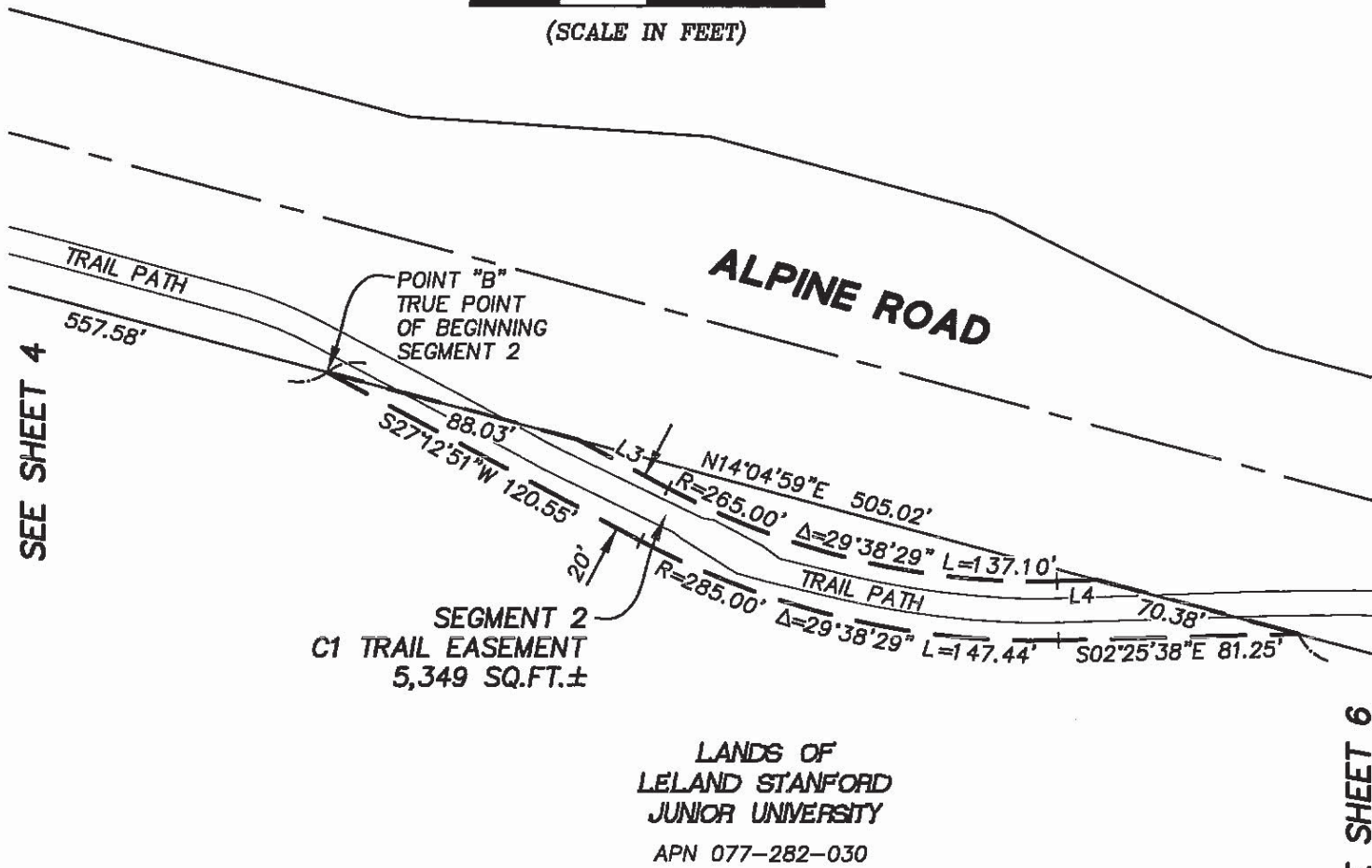
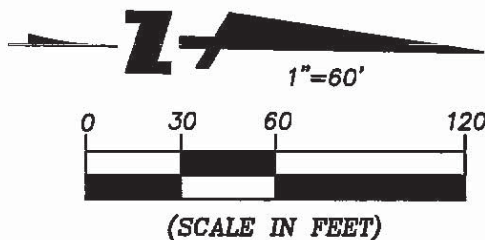
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

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Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 4 OF 11



SEE SHEET 4

SEE SHEET 6

SEGMENT 2
C1 TRAIL EASEMENT
5,349 SQ.FT.±

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

LINE TABLE		
LINE	BEARING	LENGTH
L3	N27°12'51"E	34.82'
L4	N02°25'38"W	13.77'

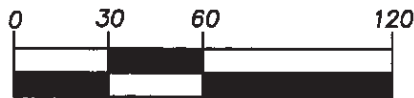
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
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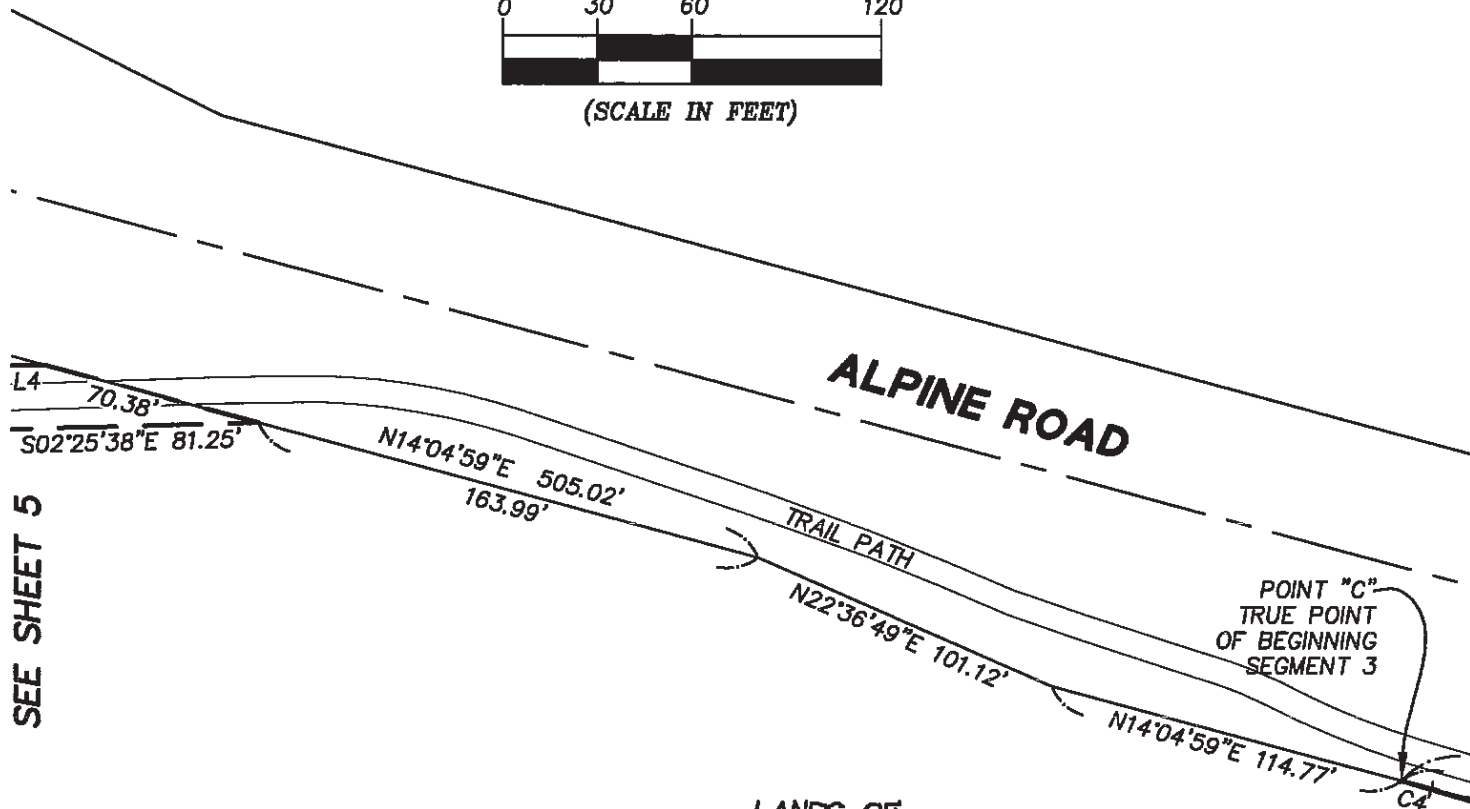


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LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 5 OF 11



(SCALE IN FEET)



SEE SHEET 5

SEE SHEET 7

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C4	310.00'	$01^{\circ}47'49''$	9.72'

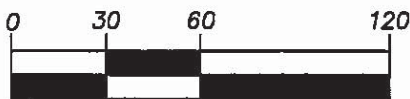
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
 K: \SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

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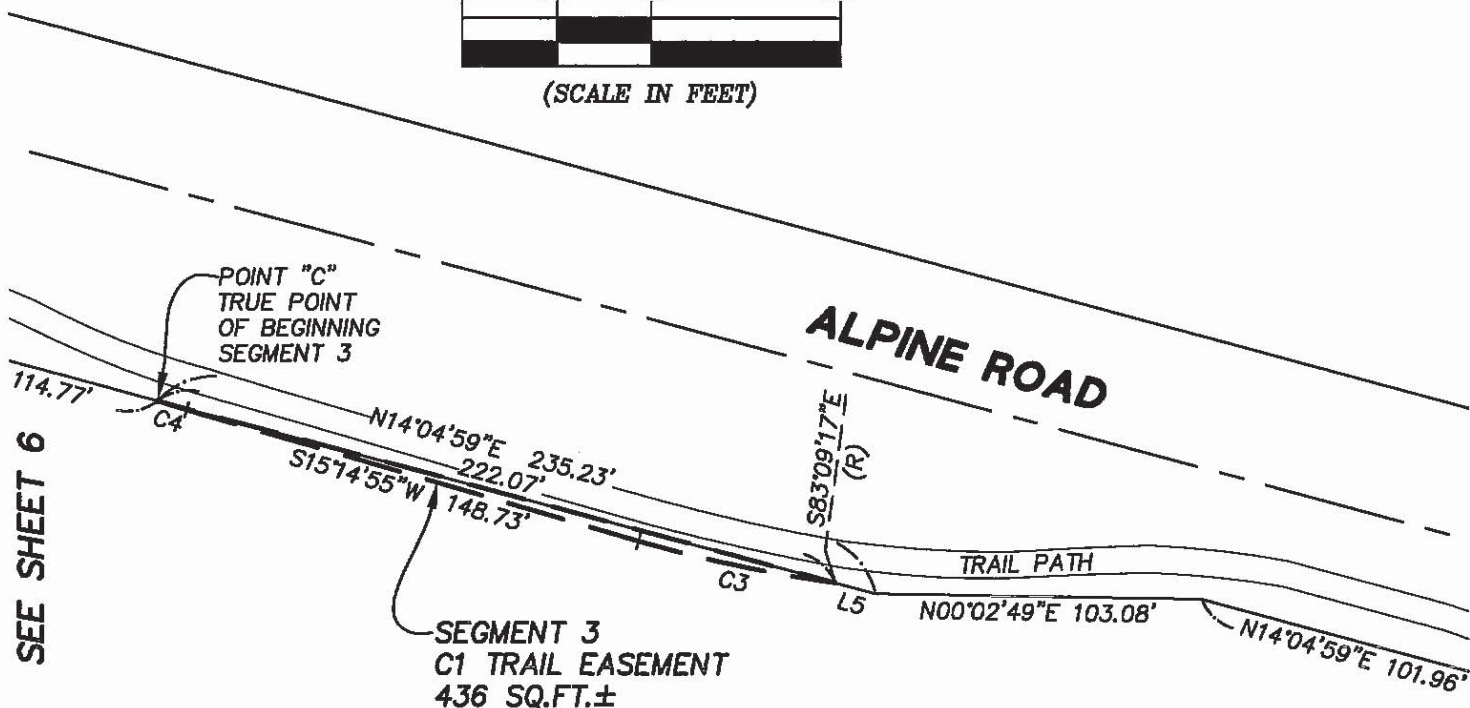


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LANDS OF LELAND STANFORD JR. UNIV.
 Job No. 20116007-50 (20106034)
 By JG Date 05-14-12 Chkd. JVK
 SHEET 6 OF 11



(SCALE IN FEET)



SEE SHEET 6

SEE SHEET 8

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

LINE TABLE

LINE	BEARING	LENGTH
L5	N14°04'59"E	13.17'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C3	435.00'	08°24'12"	63.80'
C4	310.00'	01°47'49"	9.72'

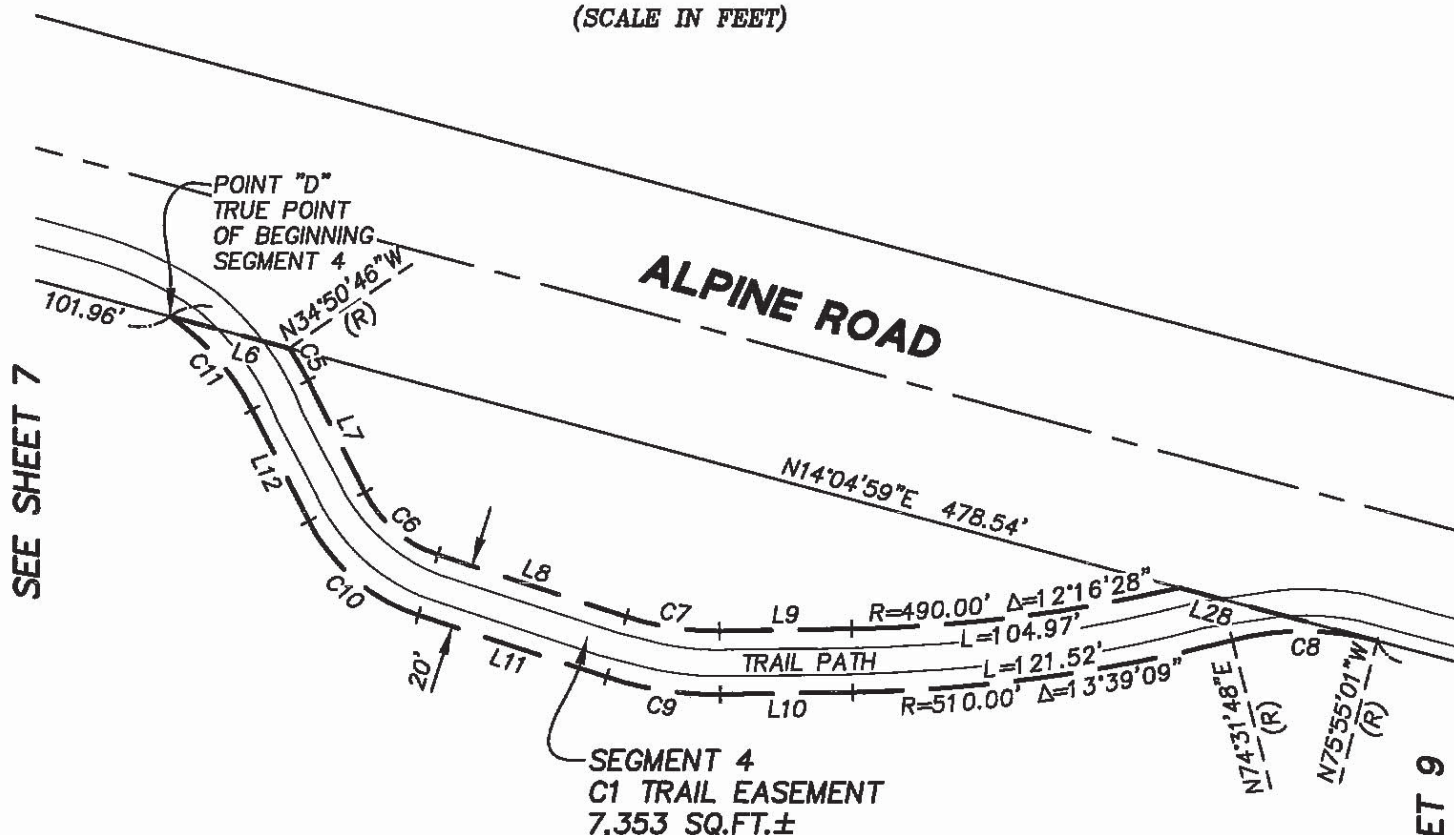
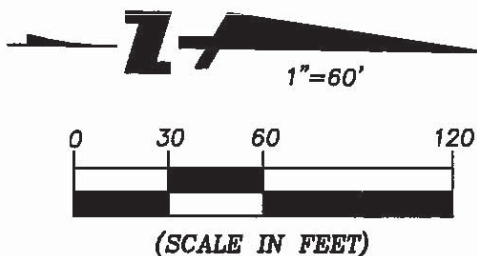
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

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SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 7 OF 11



SEE SHEET 7

SEE SHEET 9

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C5	100.00'	06°46'18"	11.82'
C6	40.00'	44°40'23"	31.19'
C7	90.00'	19°04'12"	29.96'
C8	90.00'	29°33'11"	46.42'
C9	110.00'	19°04'12"	36.61'
C10	60.00'	44°40'23"	46.78'
C11	80.00'	28°17'46"	39.51'

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

LINE TABLE		
LINE	BEARING	LENGTH
L6	N14°04'59"E	38.93'
L7	N61°55'32"E	39.42'
L8	N17°15'09"E	62.70'
L9	N01°49'03"W	41.76'
L10	S01°49'03"E	41.76'
L11	S17°15'09"W	62.70'
L12	S61°55'32"W	39.42'
L28	N14°04'59"E	64.58'

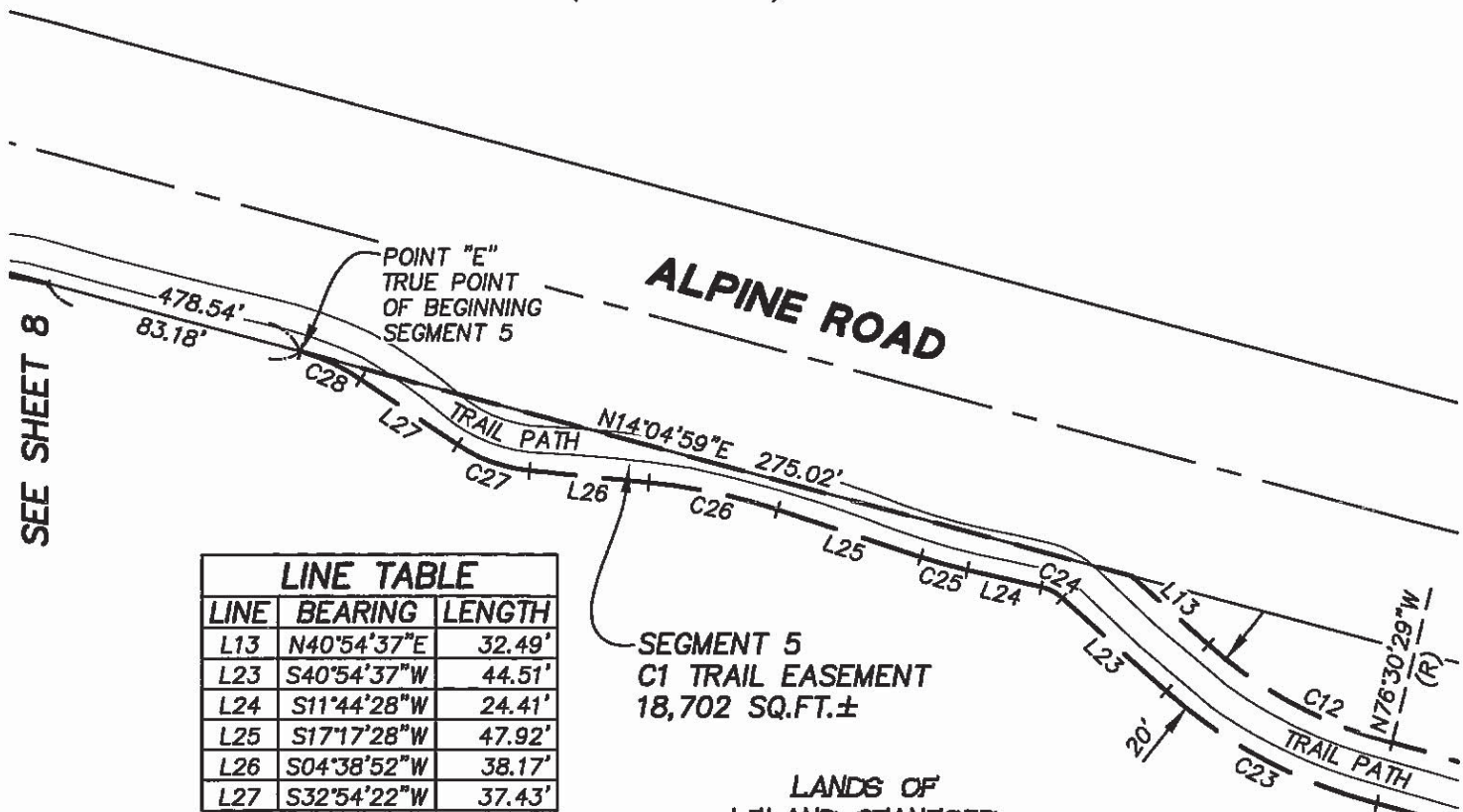
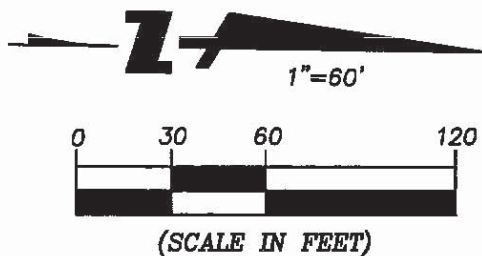
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K: \SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

EXHIBIT B
PLAT TO ACCOMPANY
LEGAL DESCRIPTION



1650 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 8 OF 11



SEE SHEET 8

LINE TABLE

LINE	BEARING	LENGTH
L13	N40°54'37"E	32.49'
L23	S40°54'37"W	44.51'
L24	S11°44'28"W	24.41'
L25	S17°17'28"W	47.92'
L26	S04°38'52"W	38.17'
L27	S32°54'22"W	37.43'

SEGMENT 5
C1 TRAIL EASEMENT
18,702 SQ.FT.±

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C12	140.00'	27°25'06"	67.00'
C23	160.00'	27°25'06"	76.57'
C24	15.00'	29°10'09"	7.64'
C25	160.00'	05°33'00"	15.50'
C26	190.00'	12°38'36"	41.93'
C27	50.00'	28°15'30"	24.66'
C28	65.00'	18°49'23"	21.35'

SEE SHEET 10

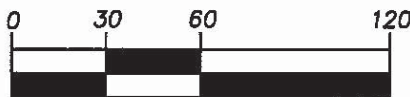
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
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EXHIBIT B
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

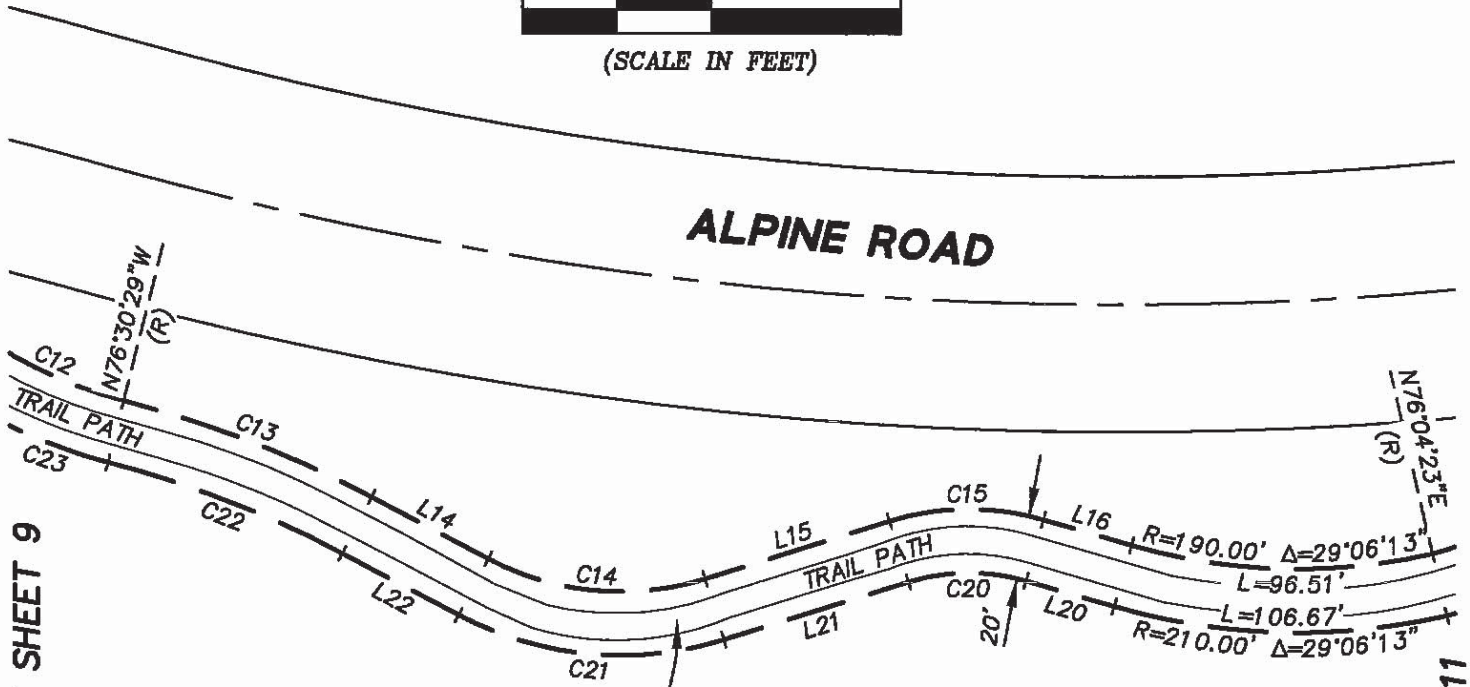


1650 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 9 OF 11



(SCALE IN FEET)



SEE SHEET 9

SEE SHEET 11

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY

APN 077-282-030

SEGMENT 5
C1 TRAIL EASEMENT
18,702 SQ.FT.±

LINE TABLE		
LINE	BEARING	LENGTH
L14	N26°56'20"E	41.65'
L15	N18°09'54"W	61.14'
L16	N15°10'36"E	29.14'
L20	S15°10'36"W	29.14'
L21	S18°09'54"E	61.14'
L22	S26°56'20"W	41.65'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C12	140.00'	27°25'06"	67.00'
C13	360.00'	13°26'49"	84.49'
C14	90.00'	45°06'14"	70.85'
C15	85.00'	33°20'30"	49.46'
C20	65.00'	33°20'30"	37.82'
C21	110.00'	45°06'14"	86.59'
C22	340.00'	13°26'49"	79.80'
C23	160.00'	27°25'06"	76.57'

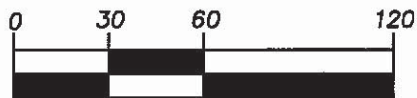
PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg

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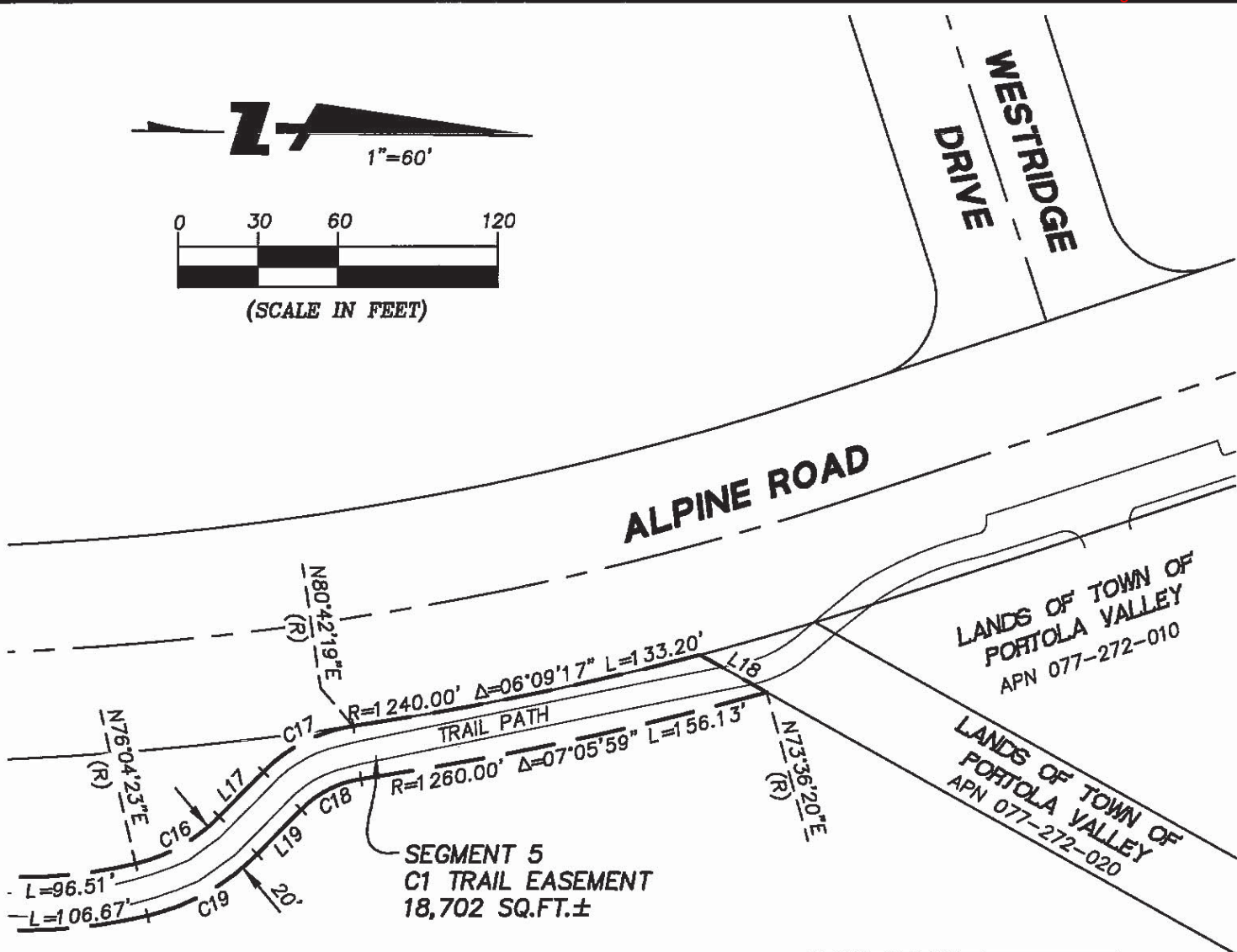


1650 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 10 OF 11



(SCALE IN FEET)



SEGMENT 5
C1 TRAIL EASEMENT
18,702 SQ.FT.±

LANDS OF
LELAND STANFORD
JUNIOR UNIVERSITY
APN 077-282-030

LANDS OF TOWN OF
PORTOLA VALLEY
APN 077-272-010

LANDS OF TOWN OF
PORTOLA VALLEY
APN 077-272-020

LINE TABLE

LINE	BEARING	LENGTH
L17	N46°07'36"W	23.53'
L18	N28°12'28"E	28.72'
L19	S46°07'36"E	23.53'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C16	65.00'	32°11'59"	36.53'
C17	60.00'	36°49'55"	38.57'
C18	40.00'	36°49'55"	25.71'
C19	85.00'	32°11'59"	47.77'

EXHIBIT B

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

SEE SHEET 10

PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA
K:\SUR11\116007\DWG\PLATS\C1 Trail Easement Sheets 2-11.dwg



1650 TECHNOLOGY DRIVE
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Subject C1 TRAIL EASEMENT
LANDS OF LELAND STANFORD JR. UNIV.
Job No. 20116007-50 (20106034)
By JG Date 05-14-12 Chkd. JVK
SHEET 11 OF 11

**CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SEC. 27281)**

This to certify that the interest in real property conveyed by the foregoing Easement Agreement dated _____, from the Board of Trustees of Leland Stanford Junior University to the Town of Portola Valley, a California general law municipality is hereby accepted by the undersigned on behalf of the Town pursuant to authority conferred by Resolution of the Town Council of the Town of Portola Valley bearing No. _____ adopted on _____ and said Town consents to recordation thereof.

TOWN OF PORTOLA VALLEY

Dated: _____, 2012

By: _____
Mayor

ATTEST:

Town Clerk



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Sharon Hanlon, Town Clerk

DATE: June 27, 2012

RE: Adoption of Amendments to Zoning and Site Development Ordinance Permit Appeals Periods and Time Limits of the Portola Valley Municipal Code

At its June 20, 2012 meeting, the Town Council considered and voted to approve Amendments to sections contained in Title 15 [Buildings and Construction] and Title 18 [Zoning] of the Portola Valley Municipal Code to Adjust Permit Appeal Periods and Time Limits.

This matter has come before the Council for second reading of the ordinance title, waiving further reading and adoption of the ordinance. If approved, the ordinance shall become effective thirty (30) days after the date of adoption and posting.

Recommendation

It is recommended that the Town Council adopt the attached ordinance amending sections contained in Title 15 [Buildings and Construction] and Title 18 [Zoning] of the Portola Valley Municipal Code to Adjust Permit Appeal Periods and Time Limits of the Portola Valley Municipal Code.

Approved: Nick Pegueros, Town Manager *N.P.*

ORDINANCE NO. 2012 - _____

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY AMENDING SECTIONS CONTAINED IN TITLE 15 [BUILDINGS AND CONSTRUCTION] AND TITLE 18 [ZONING] OF THE PORTOLA VALLEY MUNICIPAL CODE TO ADJUST PERMIT APPEAL PERIODS AND TIME LIMITS

WHEREAS, the Town of Portola Valley ("Town") desires to amend sections contained in Title 15 [Buildings and Construction] and Title 18 [Zoning] of the Portola Valley Municipal Code to adjust permit appeal periods and time limits; and

WHEREAS, the Planning Commission considered these amendments at a study session on March 21, 2012; and

WHEREAS, the Planning Commission held a duly noticed public hearing on these amendments on April 18, 2012; and

WHEREAS, after due consideration of the amendments, public comments, and the staff report, the Planning Commission found that the proposed amendments are in general conformity with the General Plan, and that public necessity, convenience and general welfare require the proposed amendments; and

WHEREAS, the Planning Commission recommended that the Town Council adopt the proposed ordinance amendments; and

WHEREAS, the Town Council held a duly noticed public hearing to consider the municipal code amendments on June 20, 2012; and

WHEREAS, at its meeting of June 20, 2012, the Town Council carefully considered the proposed amendments, comments made at the public hearing, and the staff report; and

WHEREAS, the proposed amendments are administrative in nature, do not change the requirements for specific land use proposals to conform to Town land use plans, standards or regulations, and it can be seen with certainty that there is no possibility that these amendments could have a significant effect on the environment.

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

1. Amendment of Code. Section 15.12.390 [Expiration of permit] of Chapter 15.12 [Site Development and Tree Protection] of Title 15 [Buildings and Construction] is hereby amended to read as follows:

15.12.390 Expiration of permit.

A. A site development permit shall expire by limitation and become null and void if the work authorized by such permit has not been commenced within 180 days, or is not completed within one year from date of issue.

B. Exceptions:

1. The town engineer may, if the permit holder presents satisfactory evidence that unusual difficulties have prevented work being started or completed within the specified time limits, grant a reasonable extension of time if written application is made before the expiration date of the permit.

2. Where a single project requires both a site development permit and an architectural review approval from the ASCC, and those permits are considered and issued together, the site development permit shall have the same expiration period as the architectural review approval.

2. Amendment of Code. Section 18.34.150 [Unexercised variance-expiration-renewal] of Chapter 18.34 [Administration] of Title 18 [Zoning] is hereby amended to read as follows:

18.34.150 Unexercised variance - Expiration - Renewal.

A. A variance granted by the board of adjustment or council becomes null and void if not exercised within the time specified under Section 18.68.120, or if no date is specified, within one year following the date on which the variance becomes effective. A variance is exercised when:

1. The use has commenced; or

2. A building permit has been issued by the building inspector and construction started and diligently pursued toward completion on the site which was the subject of the variance; or

3. A certificate of occupancy has been issued by the building inspector for the site or the structure which was the subject of the variance.

B. Where a single project requires both a variance and an architectural review approval from the ASCC, and those permits are considered and issued together, the variance shall have the same expiration period as the architectural review approval.

C. An unexercised variance may be renewed for an additional period of one year provided that prior to its expiration an application for renewal of the variance is filed with the board of adjustment. The board of adjustment may grant or deny an application for renewal of a variance.

3. Amendment of Code. Section 18.43.080 [Fence permits and administration] of Chapter 18.43 [Fences] of Title 18 [Zoning] is hereby amended to read as follows:

18.43.080 Fence permits and administration

A. Fence permits are required for construction of all fences built within required yards, except as otherwise specified in this section. Fence permit applications shall be made on a

form provided by the town planning staff and shall be accompanied by plans demonstrating the design and materials of the proposed fence, the location of the proposed fence and any associated landscaping. A fee shall be paid to cover the cost of review by town planning staff, or on referral, by the town planner. Prior to approving a fence permit, town planning staff shall give written notice to owners of adjoining properties of the permit application. Prior to acting on a permit, town planning staff shall review the proposed design and location in the field, review the plans for conformance with the zoning ordinance and design guidelines, and consider comments from owner(s) of adjoining properties. Town planning staff may take action on a permit or refer it to the ASCC. Written notification shall be given to owner(s) of adjoining properties at least six days prior to action by town planning staff or the ASCC.

1. Any town planning staff decision may be appealed within 15 days of the decision by an applicant or an owner of adjacent property to the ASCC.
2. Any ASCC decision may be appealed within 15 days of the decision by the applicant or an owner of adjacent property to the board of adjustment.

B. Fences within required yards that are no more than two feet in height, and no more than 20 feet in total length shall be exempt from this section but shall meet all other provisions of this chapter except Section 18.43.040 regarding opacity.

C. The ASCC shall have the authority to review existing fences and fence permit applications under the following conditions:

1. Upon referral from town planning staff, pursuant to Section 18.43.080.A.
2. When acting on architectural review and site development permits, the ASCC shall consider and may require modifications to existing fencing on a property if the ASCC determines that there is a substantial modification to an existing residence or the site improvements of the property. If, in these situations, the ASCC determines that the existing fencing is not in conformity with current fencing standards, the ASCC may require conformity with the fencing regulations. In requiring conformity, the ASCC shall make the finding that the modified or replacement fencing will not result in an adverse effect on neighboring properties and reasonably adheres to the purposes of this chapter.
3. When a fence permit application demonstrates that the proposed fence cannot conform to the regulations given the conditions on the parcel, the ASCC may grant relief from the fence regulations. In making such determination, the ASCC shall as much as reasonably possible ensure the proposed fence achieves the purpose and principles of this chapter set forth in Section 18.43.010.
4. When a fence permit application is submitted for a proposed fence in the Mountainous-Residential (M-R) or Open-Area (O-A) zoning districts, the ASCC shall, with input from the Conservation Committee, make a determination of compliance based on the purposes of this chapter and the fence design guidelines adopted by the town council.

D. When a portion of a fence exceeding 25 percent of the total length of fencing within required yards on a property is damaged or voluntarily removed, any replacement fencing of that portion shall conform to the fence regulations pursuant to a fence permit.

E. A fence permit becomes null and void if not exercised within one year following the date the fence permit is approved, except:

1. Where a single project requires both a fence permit and an architectural review approval from the ASCC, and those permits are considered and issued together, the fence permit shall have the same expiration period as the architectural review approval.

4. Amendment of Code. Section 18.70.080 [Findings and decisions – Effective date – Appeal or review by council] of Chapter 18.70 [Board of Adjustment] of Title 18 [Zoning] is hereby amended to read as follows:

18.70.080 Findings and decisions - Effective date - Appeal or review by council

The board of adjustment shall act within 14 days after the conclusion of the public hearing. Action shall be by resolution which shall set forth the findings of the board of adjustment and any recommended conditions and any specific findings or recommendations specified under the chapter of this title dealing with the specific action. Any action shall be by a majority of all voting members. The decision of the board of adjustment is final on the fifteenth day at the close of business hours following the date of decision of the board of adjustment, unless the town council elects to review the decision or unless an appeal is filed.

5. Amendment of Code. Section 18.72.200 [Effective date] of Chapter 18.72 [Conditional Use Permits] of Title 18 [Zoning] is hereby amended to read as follows:

18.72.200 Effective date

The conditional use permit shall become effective on the fifteenth day at the close of business hours following the date on which the permit is approved unless an appeal is filed.

6. Amendment of Code. Section 18.78.022 [Appeal to be filed when] of Chapter 18.78 [Appeals to and Review by Town Council] of Title 18 [Zoning] is hereby amended to read as follows:

18.78.022 Appeal to be filed when

Within 15 days from the date of the decision which is to be appealed, a written notice of appeal, specifying the grounds of appeal, must be filed with the agency from whom the appeal is made and with the clerk of the council.

7. Environmental Review. Because the proposed amendments are administrative in nature it can be seen with certainty that there is no possibility that the proposed changes could have a significant impact on the environment and, therefore this ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

8. Effective Date: Posting. This Ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town of Portola Valley in three public places.

INTRODUCED:

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY ADOPTING THE OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2012-2013

WHEREAS, the Town Manager has reviewed and analyzed the Town's finances and has projected revenues and expenditures for Fiscal Year 2012-13;

WHEREAS, the Town Manager presented her proposed budget to the Town's Finance Committee and Council for review and consideration; and

WHEREAS, the Town Council conducted a noticed public hearing to review the proposed operating and capital budget;

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

1. To adopt the Town's Fiscal Year 2012-13 operating and capital budgets, overall reflecting the following:
 - a. Projected revenues: **\$5,998,896**
 - b. Projected expenditures & transfers: **\$5,834,717**
2. The budget shall be effective July 1, 2012.
3. The amount of the 2012-2013 Fiscal Year operating and capital budget for each account area of the budget may be drawn upon in the form of warrants issued for payment of demands and certified in accordance with the provisions of the California Government Code Sections 37208 and 37209.
4. The Town Manager shall periodically report to the Town Council the amount and classification of revenues received and expenditures made.
5. A copy of the adopted budget shall be kept on file with the Town Clerk of the Town of Portola Valley, as the official budget of the Town of Portola Valley for the 2012-2013 Fiscal Year.

REGULARLY PASSED AND ADOPTED this 27th day of June 2012.

Mayor

ATTEST

Town Clerk

TOWN OF PORTOLA VALLEY



PROPOSED BUDGET FOR THE FISCAL YEAR 2012 - 2013

TOWN OF PORTOLA VALLEY

PROPOSED OPERATING & CAPITAL BUDGETS

FISCAL YEAR 2012-13

Presented to:

Mayor Maryann Moise Derwin
Vice Mayor John Richards
Councilmember Jeff Aalfs
Councilmember Ted Driscoll
Councilmember Ann Wengert

Prepared by:

Nick Pegueros, Town Manager
Stacie Nerdahl, Acting Administrative Services Director

June 2012



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Nick Pegueros, Town Manager
Stacie Nerdahl, Acting Administrative Services Director

DATE: June 27, 2012

RE: **Proposed 2012-13 Town Budget**

We are pleased to propose a balanced Town budget for the fiscal year beginning July 1, 2012. As with prior years, the Town's revenues remain strong and the expenditure plan has been crafted to live within our means. The goal of this budget document is to provide the community with a high-level overview of how taxes and fees will be spent in fiscal year 2012-13.

Summary of 2012-13 Proposed Budget				
Revenues	+/- PFY	Expenditures & Transfers	+/- PFY	Surplus/(Deficit)
<i>All Funds' Budgets</i>				
\$5,998,896	-9%	\$5,834,717	-13%	\$164,179
<i>General Fund Budget</i>				
\$4,588,589		Exp \$3,848,782		
		CIP 520,500		
		Transfers <u>97,000</u>		
(Total) \$4,588,589	19%	(Total) \$4,466,282	16%	\$122,307

Revenue Assumptions and Discussion:

While the *Revenues Budget Summary* on page 4 indicates an overall 9% decrease in revenues over the 2011-12 budget, this percentage is due to the prior year's revenues related to the \$1.5 million C-1 Trail project.

- *Government Agency:* Revenues are budgeted to remain flat with the exception of a one-time infusion of \$232,000 of Park Bond grant funds for the Ford Field project.
- *Permits & Fees:* Building permit revenues continue to rebound from an all-time low in 2008-09, and are projected to increase \$65,038 or 18% over the prior year budget in part due to fee adjustments approved in May 2012.
- *Service Charges:* Revenues are budgeted to remain flat adjusting for the \$1,500,000 spike in 2011-12 budgeted revenues from Stanford for the C-1 trail project.
- *Revenue from Taxes:* Property tax revenues are projected to increase 4.5% over current year estimated actual revenues.
 - **Property taxes**, the Town's single largest revenue source, are projected to increase 4.5% or \$81,450 over current year projected actual revenues. This assumption is in line with prior years, although it is important to note that the San Mateo County Assessor's Office reports that Portola Valley's assessed values are 5.67% higher than previous year as of June 21, 2012. The Town also anticipates repayment of the Proposition 1A loan from the State of California (\$137,000) on or before June 30, 2013.
 - **Sales tax** revenues for the 2011-12 fiscal year are projected to be markedly higher with a \$23,000, or 15.8%, increase over the adopted budget. For the 2012-13 fiscal year, sales tax is projected to retain its increasing 2011-12 and increase by another 3% or \$5,000. Staff obtained a complimentary analysis of the Town's sales tax revenue from HdL Companies to arrive at these estimates.

Expenditure Assumptions & Discussion:

Overall proposed expenditures will decrease by 13% compared to the adopted 2011-12 budget. The significant decrease is largely the result of the self-funded C-1 Trail project which was completed in early 2012.

- *Administration:* With the payoff of the CalPERS side fund in June 2012 and the retirement of a part-time position, this category reflects an overall decrease of 3.1% over 2011-12. The Council approved the \$319,066 CalPERS Side Fund payoff on the recommendation of the Finance Committee and staff. The Side Fund payoff reduced pension costs by \$52,655 or 4.357% of payroll.
 - Total **employee compensation** in 2012-13 is proposed to decrease by \$55,910 (or -3.1%) when compared to the 2011-12 budget. The decrease is the result of savings realized from the payoff of the CalPERS Side Fund, the elimination of the part-time Planning and Building Services Advisor, and

reorganization of the Administration staff. Medical, dental and vision costs are projected to increase \$36,032 (or 18.7%) over prior year budget due to a larger number of employees receiving dependent coverage and a projected 9.6% premium increase beginning January 1, 2013. The budget includes a 2.5% allowance for merit salary increases based on individual employee performance. Workers' Compensation insurance and unemployment claims increased \$15,000 over the prior year budget. Finally, despite the overall reduction in CalPERS pension costs due to the payoff of the CalPERS Side Fund, core pension costs continue their upward trend by 1.6% over prior year.

Town of Portola Valley Employee Compensation

Compensation Item	2011-12 Adopted Budget	2011-12 Est. Actual	2012-13 Proposed	2012-13 Proposed compared to 2011-12 Budget		2012-13 Proposed compared to 2011-12 Est. Actual*	
				\$ Change	% Change	\$ Change	% Change
Base salaries	\$ 1,210,366	\$ 1,154,561	\$ 1,167,696	\$ (42,670)	-3.5%	\$ 13,135	1.1%
CalPERS pension	245,091	233,134	193,857	(51,234)	-20.9%	(39,277)	-16.8%
Social Security & Medicare	85,869	82,170	82,835	(3,034)	-3.5%	665	0.8%
Medical, dental, vision insurances	193,068	198,995	229,100	36,032	18.7%	30,105	15.1%
Auto allowance	5,004	5,170	6,000	996	19.9%	830	16.1%
Overtime & vacation sell back	28,000	39,846	17,000	(11,000)	-39.3%	(22,846)	-57.3%
Subtotal direct compensation	1,767,398	1,713,876	1,696,488	(70,910)	-4.0%	(17,388)	-1.0%
Workers' Comp/Unemployment	25,000	40,839	40,000	15,000	60.0%	(839)	-2.1%
Total Employee Compensation	\$ 1,792,398	\$ 1,754,715	\$ 1,736,488	\$ (55,910)	-3.1%	\$ (18,227)	-1.0%

*Note that 2011-12 Est. Actual is low due to vacancies in the Assistant Town Manager and Planning Department Manager positions.

- The proposed budget includes a **reorganization of the Administration staff** that merges the managerial duties of Assistant Town Manager and the Administrative Services Officer to the newly created classification of Administrative Services Director. To facilitate this change, some of the Administrative Services Officer's duties will transition to a new full-time Accounting Assistant. The reorganization maintains the number of authorized full-time employees but results in greater efficiency and a savings of an estimated \$24,000 in employee compensation.

- *Committees & Commissions:* The return of **Blues & Barbeque** has increased both the revenue and expenditure budgets for 2012-13. The event is budgeted to cost \$35,000 and generate revenue of \$85,000, and as with prior years, the revenue net of expenditures will be transferred from the General Fund to the Open Space Fund. If revenue and expense for this event come in at budget, the transfer would be \$50,000.
- *Miscellaneous Expenses:* This category includes an emergency contingency of \$30,000 and the expense side of a \$20,000 risk management grant from the Town's insurer, ABAG-PLAN, to reduce the Town's exposure to liability claims.
- *Public Works Operations:* The 2012-13 budget for Public Works Operations is \$35,730 higher than prior year, reflecting the addition of \$20,000 from Stanford University for biological monitoring and landscape maintenance of the Dwight Crowder (C-1) trail. The landscape maintenance will, in part, include a three-year pilot **invasive weed removal** program to identify a cost-effective and sustainable approach that can be applied to other parts of the Town. An additional \$18,000 is necessary to provide for an update to the **Pavement Management System** which occurs approximately every two years and is partially paid for with a grant from the Metropolitan Transportation Commission.
- *Service Agreements:* 2012-13 will be the first year of a 3-year agreement with the San Mateo County Sheriff's Office for **law enforcement services** in the Town. The basic and supplemental law enforcement services agreements were jointly negotiated with the Town of Woodside and resulted in an annual increase of 3%, a considerable savings compared to prior year increases. One item to note is that the General Fund is now contributing \$151,868 above the \$100,000 COPS grant for supplemental law enforcement services. This demand on the General Fund underscores the necessity of the Utility Users' Tax renewal in November 2013.
- *Capital Improvements:* Total capital improvements are budgeted at \$1,223,705 with the following projects:
 - The **Ford Field Renovation Project** is included in this budget at a total cost of \$540,000. The project is fully funded through a combination of State Park Bond monies of \$232,000, \$100,000 from the Alpine Little League, \$100,000 from the Sand Hill Foundation, and \$108,000 in private donations. As of May 31, 2012, the total amount of private donations and pledges received was \$36,000. Assuming the additional \$72,000 in private donations is not received, the Alpine Little League and the Town would split the shortfall equally.
 - The annual **street resurfacing program** will ratchet back in 2012-13 to \$368,000. This decrease is the result of significant investment in the Town's roadways over the past decade. The 2012-13 program will focus

primarily on slurry seals rather than asphalt overlays of main arterials. The program is largely funded by anticipated Measure A and Measure M revenues plus \$143,000 of fund balance from the Road Impact Fee.

- Work on the Dwight Crowder (C-1) trail will continue in 2012-13 with \$100,000 from Stanford University to provide for renovation of an existing trail from Ford Field to Town limits at Ladera and other miscellaneous improvements.
- **Capital Equipment:** Total capital equipment purchases are budgeted at \$67,500. Along with a microphone system for the Historic Schoolhouse, the following items are also included:
 - Public Works is requesting a **replacement tractor** that is dedicated to park and field maintenance. The hydraulic system on the existing unit has failed and repairs are cost prohibitive. The existing unit is 32 years old and has reached the end of its useful life.
 - The Emergency Preparedness Committee has recommended the purchase of a portable **Emergency Radio Transmitter** which will allow for the Town to broadcast information in the event of an emergency to an estimated 80% of Portola Valley residents. All residents will need is an AM receiver. This technology will reduce reliance on telephone and cable lines which are at high risk of failure in the event of a natural disaster. The Committee is currently developing a recommendation for a permanent antenna located at Town Center to reach maximum broadcast area; however, the transmitter is portable and can be used anywhere in Town. The \$30,000 required to fund this equipment purchase is proposed to come from monies received by the Town in the early 2000's for the purpose of purchasing public safety equipment.

Recognition

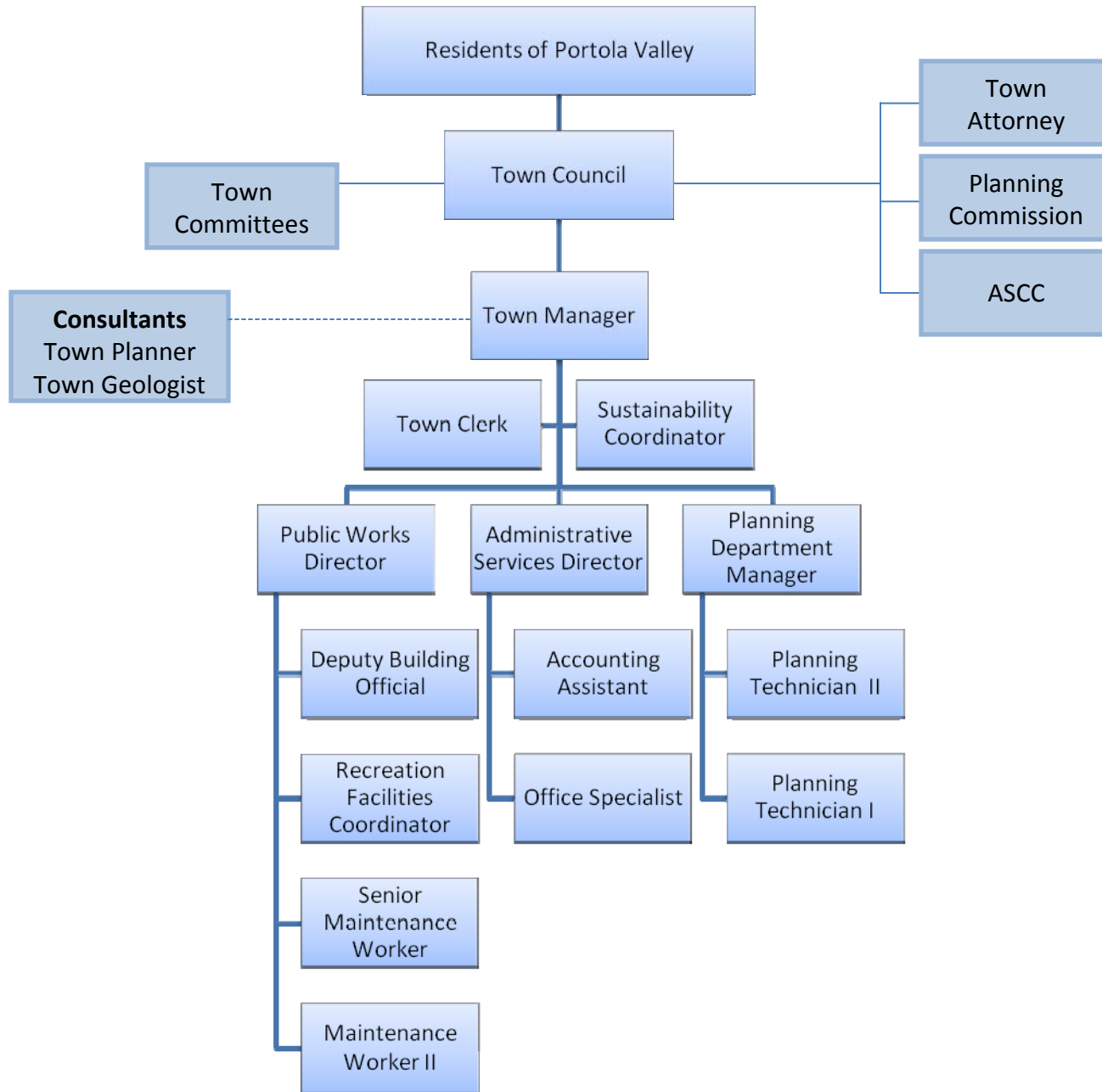
This budget would not be possible without the valued involvement and contribution of Town staff, consultants, and committees. Special recognition, however, is due to the Town's volunteers whose countless hours of involvement on committees and organizing events and programs help to keep operating costs down while making Portola Valley an amazing place to live.

Finance Committee Action By unanimous vote at its June 5th meeting, the Finance Committee recommended that the proposed 2012-13 budget be presented to the Town Council for consideration.

Town Council Action At its June 20th meeting, the Town Council scheduled a Public Hearing for the Proposed Budget for June 29, 2012.

Recommendation

*Attachments
Organization Chart
Fund Descriptions*





Town of Portola Valley Fund Descriptions

5	General Fund	The Town's operating fund; all general operating revenues and expenditures are processed through it.
8	Grants	Used to record all revenues and expenditures related to county, State, and Federal grants.
10	Safety Tax	A half-cent State sales tax revenue designated exclusively for local agency public safety services. (Sec. 35 of Art. XIII of Cal Const)
15	Open Space	Used solely for the acquisition and maintenance of open space land parcels in Town.
20	Gas Tax	For maintenance and repairs to streets.
22	Measure M	County-generated vehicle registration revenue to be used for local streets and roads for congestion mitigation and water pollution prevention programs.
25	Library Fund	Library service revenue from San Mateo County Library JPA to be spent on library related activities as mutually agreed by the JPA and Town Council.
30	COPS – Public Safety	Citizens' Options for Public Safety: a supplemental State law enforcement fund for special law and traffic enforcement.
40	Park-in-Lieu	Subdivision developer's fee that can only be used for parks or recreational purposes.
45	Inclusionary-in-Lieu	A subdivision developer's fee, payable by fee or land, that can only be used for affordable housing.
60	Measure A Funds	A half percent County sales tax revenue designated for the improvement of local transportation, including streets and roads.
65	Road Impact Fee	Recovers the cost of repairs from building permit applicants to Town roads due to wear and tear from construction vehicles (suspended 2010).
75	Crescent M.D.	Maintenance District Funds
80	PVR M.D.	
85	Wayside I M.D.	
86	Wayside II M.D.	
90	Woodside H'lands M.D.	
95	Arrowhead M'dows M.D.	
96	Customer Deposits	Deposit fund for customer fees to pay for consulting costs associated with individual building projects. Any remaining deposit amounts are refunded to customer when project is completed.

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2012-13 Revenues and Expenses by Governmental Fund

	Fund 5	Fund 8	Fund 10	Fund 15	Fund 20	Fund 22	Fund 25	Fund 30	Fund 60	Fund 65	Fund 96	TOTALS
Revenues	GENERAL FUND	GRANTS	PUBLIC SAFETY	OPEN SPACE	TRANSPORTATION	MEASURE M	LIBRARY	C O P S	MEASURE A	ROAD FEES	CASE REVIEWS	
Government Agency	\$ 5,000	\$ 252,000	\$ 11,679		\$ 127,977	\$ 75,000		\$ 100,000	\$ 230,720			\$ 802,376
Franchise Fees	\$ 247,452											247,452
Permits & Fees	\$ 430,268											430,268
Other Revenues	\$ 437,350			5,000								442,350
Parks & Recreation	\$ 174,310											174,310
Service Charges	\$ 54,501										360,000	414,501
Revenue from Taxes	\$ 2,434,150											2,434,150
Town Center Facilities	\$ 221,960											221,960
Interest	\$ 25,000											25,000
Utility Users' Taxes	\$ 558,598			247,931								806,529
Revs. Sub-Totals	\$ 4,588,589	\$ 252,000	\$ 11,679	\$ 252,931	\$ 127,977	\$ 75,000	\$ -	\$ 100,000	\$ 230,720	\$ -	\$ 360,000	\$ 5,998,896
Expenditures												
Administration & Operations	\$ 1,736,488											\$ 1,736,488
Committees & Commissions	\$ 186,649											186,649
Consultant Services	\$ 435,445				25,000						360,000	820,445
Miscellaneous	\$ 41,591	20,000										61,591
Parks Operations	\$ 182,950											182,950
Public Works Operations	\$ 23,000				179,730							202,730
Service Agreements	\$ 822,497							100,000				922,497
Services & Supplies	\$ 301,321											301,321
Town Center Facilities	\$ 118,841						10,000					128,841
Exp. Sub-Totals	\$ 3,848,782	\$ 20,000	\$ -	\$ -	\$ 204,730	\$ -	\$ 10,000	\$ 100,000	\$ -	\$ -	\$ 360,000	\$ 4,543,512
Capital Improvements												
Street Resurface 12/13						25,000			200,000	143,000		\$ 368,000
Street Design / Inspections	75,000											75,000
Springdown Imp, Ph 1				90,705								90,705
Storm Drain Imps						50,000						50,000
Ford Field	308,000	232,000										540,000
C-1 Trail Enhancements	100,000											100,000
Equipment	37,500							30,000				67,500
Capital Improvements	\$ 520,500	\$ 232,000	\$ -	\$ 90,705	\$ -	\$ 75,000	\$ -	\$ 30,000	\$ 200,000	\$ 143,000	\$ -	1,291,205
Revenue - Expenses	739,807	232,000	11,679	252,931	-76,753	75,000	-10,000	0	230,720	0	0	1,455,384
Revenue - (Exp+CIP)	219,307	0	11,679	162,226	-76,753	0	-10,000	-30,000	30,720	-143,000	0	164,179
Interfund Transfers												
General Fund to Transportation	(47,000)				47,000							-
Measure A to Transportation					30,000				(30,000)			-
General Fund to Open Space (B&B)	(50,000)			50,000								-
Transfers	\$ (97,000)	\$ -	\$ -	\$ 50,000	\$ 77,000	\$ -	\$ -	\$ -	\$ (30,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance (Revenue - Exp - CIP + Transfers)	\$ 122,307	\$ -	\$ 11,679	\$ 212,226	\$ 247	\$ -	\$ (10,000)	\$ (30,000)	\$ 720	\$ (143,000)	\$ -	\$ 164,179

Town of Portola Valley 2012-13 Fund Activity Summary

FUND	7/1/2012 ESTIMATED BALANCE	2012-2013 ESTIMATED REVENUES	2012-2013 ESTIMATED EXPENDITURES	2012-13 TRANSFERS IN(OUT)	6/30/2013 PROJECTED BALANCE
General Purpose Funds					
General Fund Unassigned	2,422,649	4,588,589	4,369,282	(97,000)	2,544,956
Historic Museum Assigned	2,879				2,879
Legal Contingency Assigned	100,000				100,000
Open Space Acqu. Assigned	377,499				377,499
Children's Theater Assigned	2,659				2,659
Sub-Total	\$ 2,905,686	\$ 4,588,589	\$ 4,369,282	\$ (97,000)	\$ 3,027,993
Restricted Funds					
Bonds and Grants (8)	0	252,000	252,000		0
Public Safety (10)	7,921	11,679	0		19,600
Open Space (15)	3,288,503	252,931	90,705	50,000	3,500,729
Transportation/Public Works (20)	0	127,977	204,730	77,000	247
Measure M (22)	0	75,000	75,000		0
Library Fund (25)	412,117	0	10,000		402,117
Public Safety/COPS (30)	36,764	100,000	130,000		6,764
Park In Lieu (40)	6,191	0	0		6,191
Inclusionary In Lieu (45)	158,033	0	0		158,033
Measure A (60)	0	230,720	200,000	(30,000)	720
Road Fee Fund (65)	202,885	0	143,000		59,885
Applicant Deposits (96)	632,540	360,000	360,000		632,540
Sub-Total	\$ 4,744,954	\$ 1,410,307	\$ 1,465,435	97,000	4,786,826
Grand Total	\$ 7,650,640	\$ 5,998,896	\$ 5,834,717	\$ -	\$ 7,814,819

REVENUES

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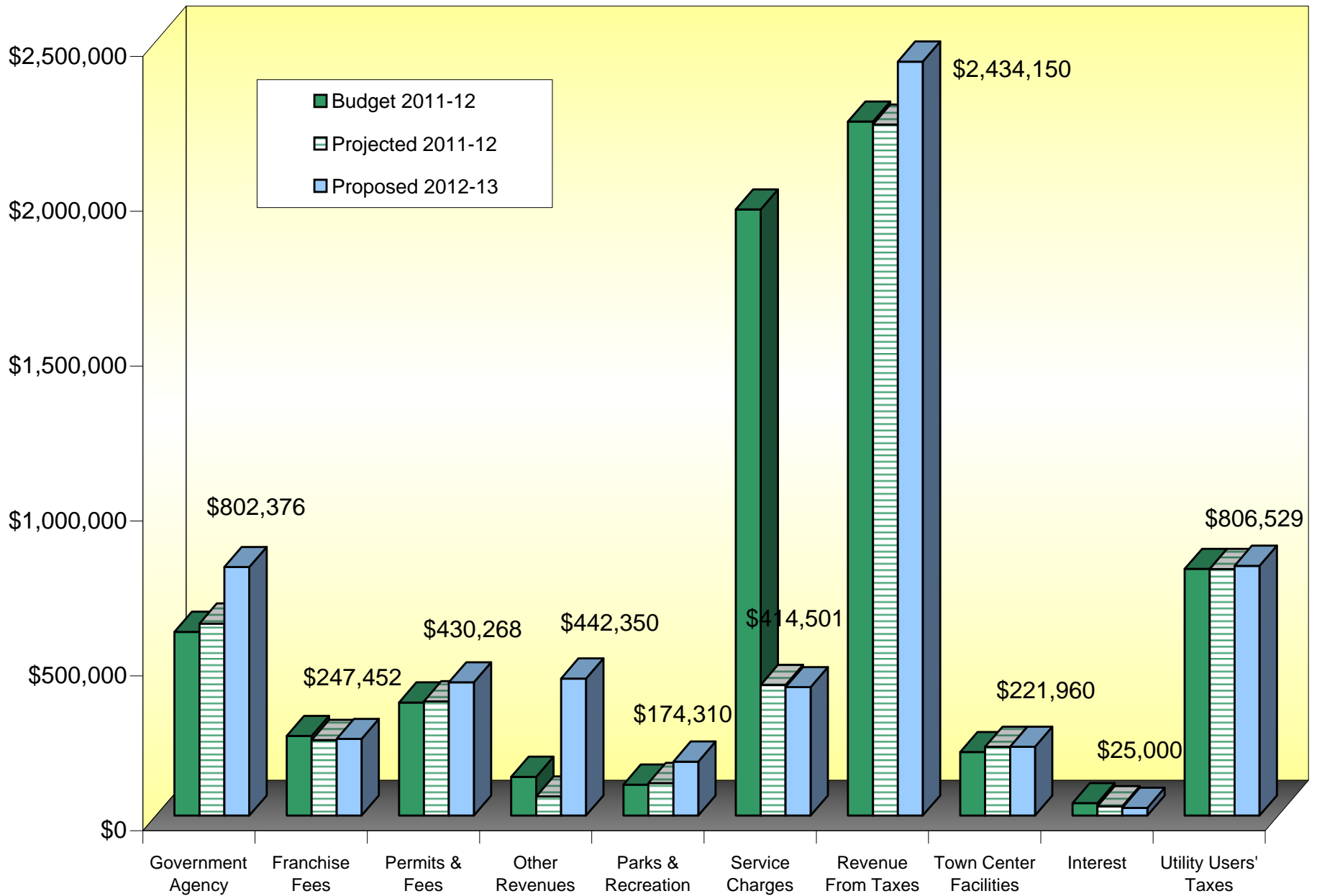
TOWN OF PORTOLA VALLEY

2012-2013 Total Revenues Budget Summary

Revenues	2011-12 Adopted Budget	2011-12 Projected at Year End	2012-13 Proposed Budget	%/Change per Adopted 11/12 Budget	%/Change per Projected Year End
Government Agency	493,078	620,016	802,376	62.73	29.41
Franchise Fees	257,095	244,276	247,452	(3.75)	1.30
Permits & Fees	365,230	369,070	430,268	17.81	16.58
Other Revenues	125,000	61,580	442,350	253.88	618.33
Parks & Recreation	100,070	105,139	174,310	74.19	65.79
Service Charges	1,956,820	421,440	414,501	(78.82)	(1.65)
Revenue From Taxes	2,240,756	2,231,105	2,434,150	8.63	9.10
Town Center Facilities	205,000	221,960	221,960	8.27	-
Interest	40,000	30,000	25,000	(37.50)	(16.67)
Utility Users' Taxes	796,530	796,180	806,529	1.26	1.30
Grand Total	6,579,579	5,100,766	5,998,896	-9%	18%



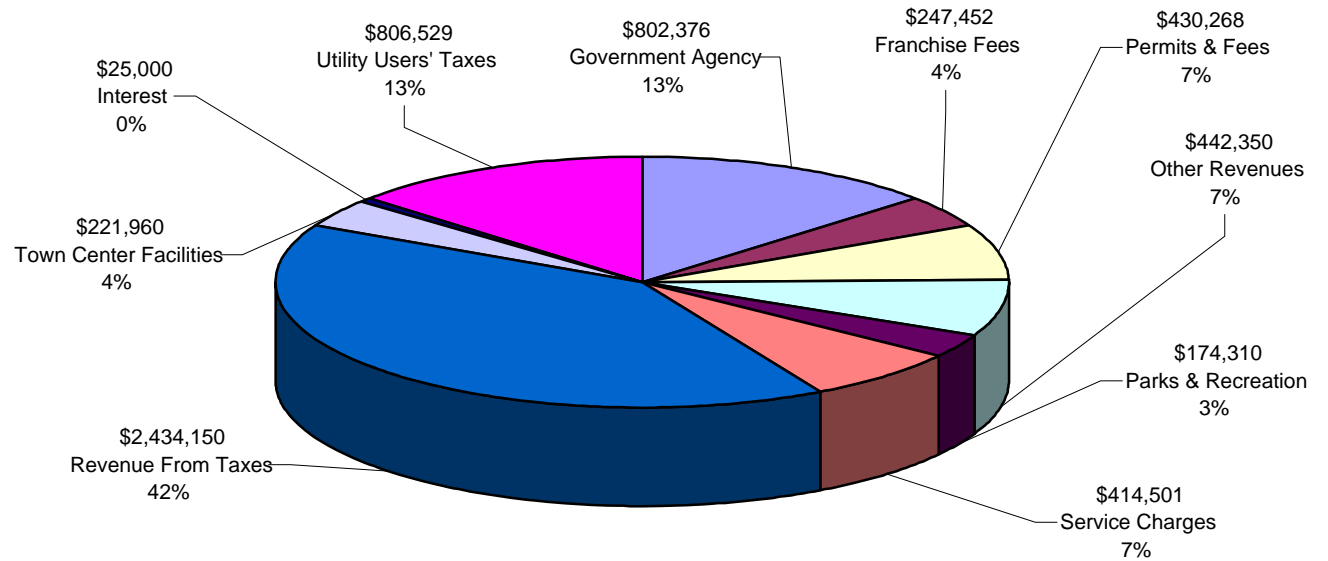
2011-12 Budget/Projected Rev. vs 2012-13 Proposed Revenue



2012-13 REVENUE BUDGET by TOTAL and GENERAL FUND

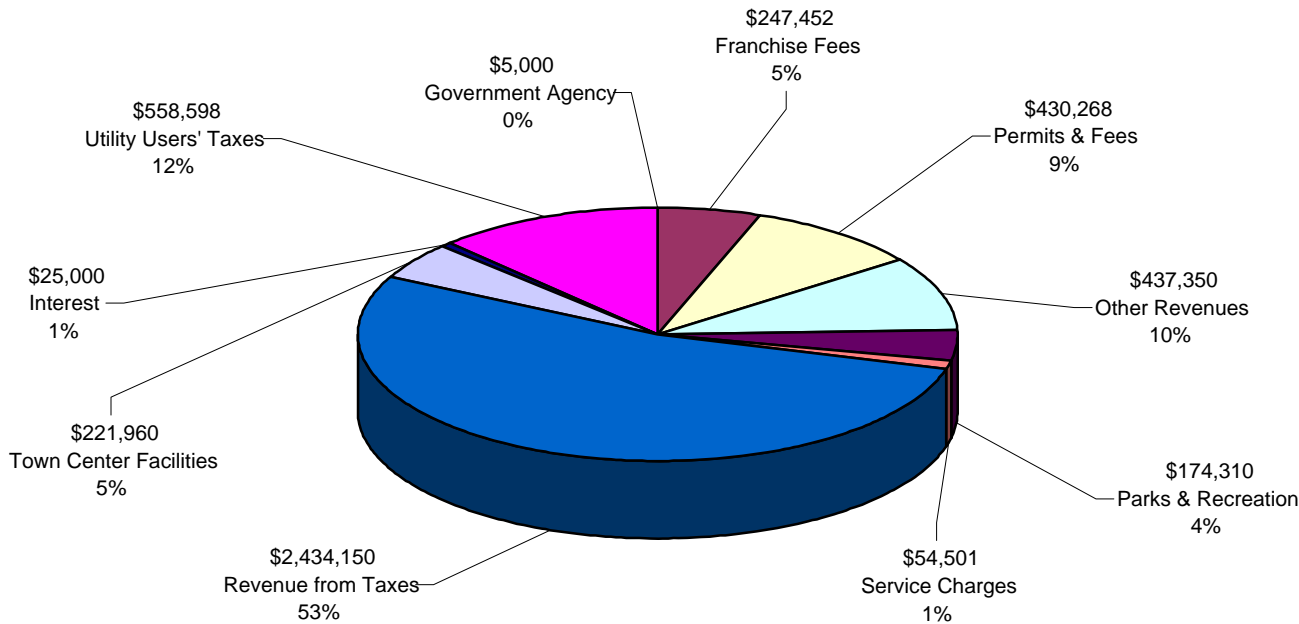
2012-13 Total Revenue Total: \$5,998,896

Government Agency	\$802,376
Franchise Fees	\$247,452
Permits & Fees	\$430,268
Other Revenues	\$442,350
Parks & Recreation	\$174,310
Service Charges	\$414,501
Revenue From Taxes	\$2,434,150
Town Center Facilities	\$221,960
Interest	\$25,000
Utility Users' Taxes	\$806,529



2012-13 General Fund Revenue Total: \$4,588,589

Government Agency	\$5,000
Franchise Fees	\$247,452
Permits & Fees	\$430,268
Other Revenues	\$437,350
Parks & Recreation	\$174,310
Service Charges	\$54,501
Revenue from Taxes	\$2,434,150
Town Center Facilities	\$221,960
Interest	\$25,000
Utility Users' Taxes	\$558,598

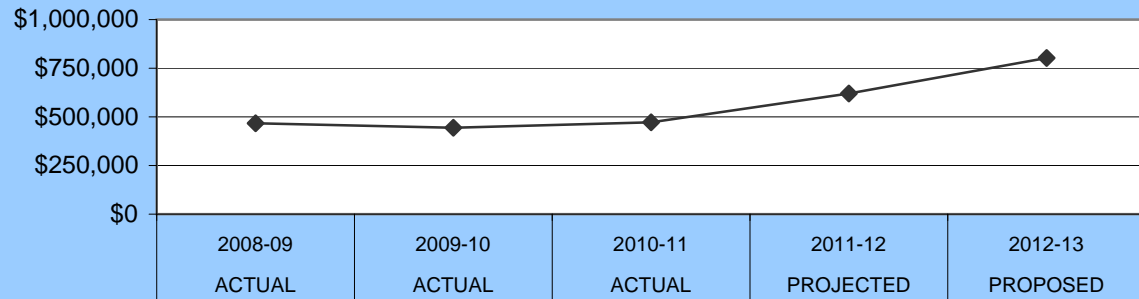


TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Government Agency



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 Motor Vehicle	15,788	13,740	21,502	14,500	2,338	0	05-10-3001
<i>VLF funding was diverted by State legislation in 2011/12 to support the continuation of COPS funding.</i>							
2 Measure A Sales Tax	193,750	189,937	207,820	234,400	224,000	230,720	60-10-3002
<i>Half percent sales tax restricted for transportation uses. State is predicting a 4% increase.</i>							
3 Proposition 172 Funds - Public Safety Sales Tax	10,170	9,742	10,308	11,170	11,230	11,679	10-10-3004
<i>Half-cent sales tax restricted for public safety issues.</i>							
4 Public Safety COPS Grant	93,957	101,083	98,307	0	100,000	100,000	30-10-3006
<i>Annual state allotment which can only be used for public safety.</i>							
5 State Gas Tax	104,531	82,413	77,457	81,150	77,078	76,689	20-10-3008
<i>Pooled Statewide and reallocated based upon population and other factors. Town's allocation represents a small portion of this State revenue source, most of which stays in Sacramento.</i>							20-10-3010 20-10-3012 20- 10-3014
6 Homeowners' Property Tax Relief (HOPTR)	5,198	5,235	5,387	5,000	5,367	5,000	05-10-3016
State Mandated Costs Reimbursements	5,028	-	-	0	0	0	5-10-3017
<i>State reimbursements totalling \$42,800 filed for 2-4 years' legislated municipal expenses.</i>							
7 Proposition 42 Funds	39,316	42,376	39,941	52,355	49,826	51,288	20-10-3015
<i>Traffic Congestion Relief funds expired, Prop 42 funding replaces.</i>							

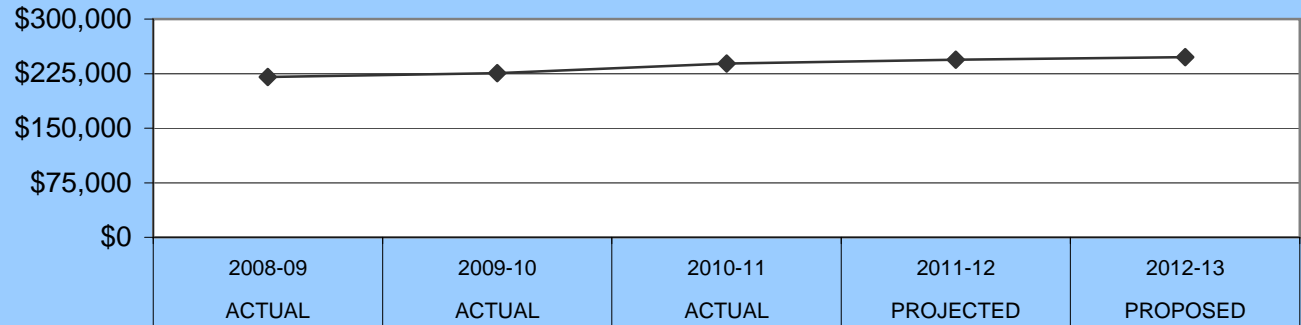
Account Description/Activity		ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
8	Measure M				82,521	99,008	75,000	22-10-3019
	This new revenue is derived from an additional vehicle registration fee for San Mateo County residents and is to be used for improvements to local streets and roads. Funds are disbursed on a reimbursement basis in the following fiscal year.							
9	Miscellaneous Grants							
	<i>County of San Mateo Energy Upgrade Grant</i>			11,982	11,982	11,982	0	08-10-3027
	ABAG-PLAN Risk Management Grant					39,187	20,000	08-10-3029
	2000 Park Bond Act - provides funds for park/rec construction and renovation.						220,000	08-10-3030
	Roberti-Z'berg Grant - provides funds for parks/rec purposes, including development and renovation.						12,000	08-10-3032
	Sub-Total	467,737	444,526	472,704	493,078	620,016	802,376	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



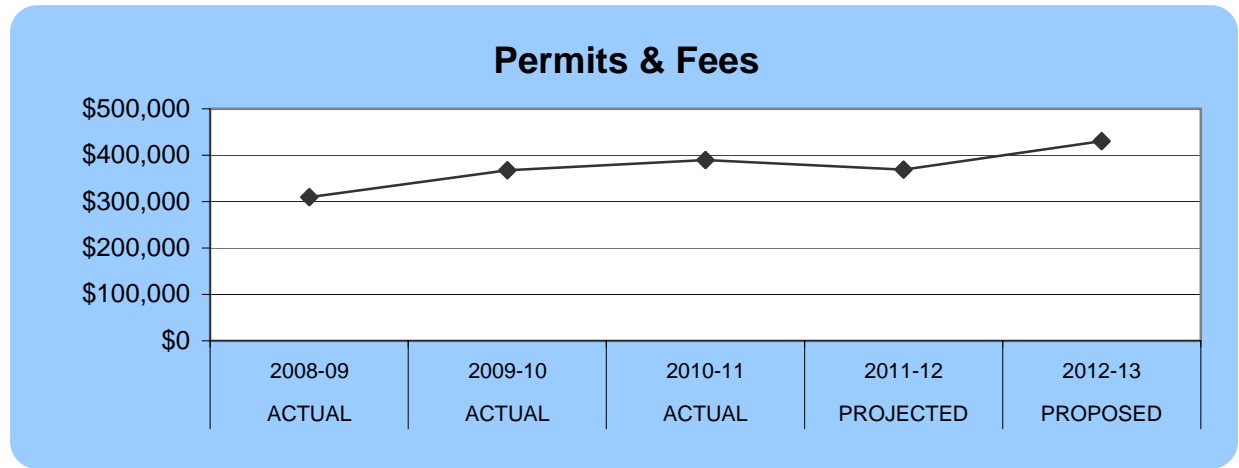
Franchise Fees



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 PG&E Franchise fee for PG&E regulated by the State through a Town franchise ordinance.	84,160	78,886	84,156	86,681	80,600	81,648	05-12-3040
2 California Water Company Fees based upon 1% of total water revenues generated by Cal-Water in the Town.	24,070	25,279	24,674	38,615	32,076	32,493	05-12-3042
3 Greenwaste Recovery Company Franchise fees based upon 7.7% of total revenues generated by GWR within the Town. Fourth year of 10-year agreement.	54,741	58,323	63,299	64,622	64,600	65,440	05-12-3044
4 Comcast and AT&T Cable Services Franchise fees based upon 5% of total revenues generated by Comcast Cable Services within the Town. Includes \$450/mo PEG fees.	57,419	63,010	66,719	67,177	67,000	67,871	05-12-3046
Sub-Total	220,390	225,498	238,848	257,095	244,276	247,452	

TOWN of PORTOLA VALLEY

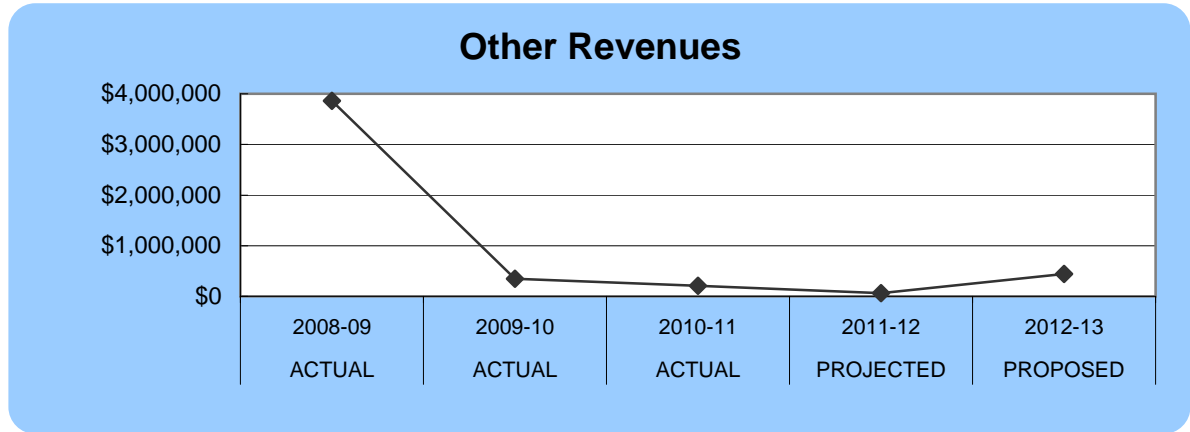
2012-13 BUDGET WORKSHEET



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 Building Permits/Plan Check Fees Issued for all building construction within the Town.	260,018	315,268	341,144	315,000	324,000	365,560	05-14-3060 <i>Plan Check</i>
2 Site Development Permits Filing fee for permits required to prepare a private property site as a result of property improvements or construction.	25,150	24,010	23,220	25,000	12,000	13,608	05-14-3062
3 Encroachment Permits Filing fee for permits required to conduct work in public right-of-way.	7,590	7,380	6,750	6,000	10,800	10,800	05-14-3064
4 Conditional Use Permits Permits required for a special use on private property.	700	1,690	1,740	1,600	1,270	15,000	05-14-3066
5 Building Permit Review/Planning Fee Building permit fee for review of building permits for ASCC/Planning compliance.	4,266	4,760	4,100	4,500	5,000	5,000	05-14-3068
6 Horsekeeping Permits Permits required to keep horses on private property. There are currently 191 permitted horses.	2,700	3,525	3,385	3,630	3,300	3,300	05-14-3070
7 Construction & Demolition Fee Fee to offset cost of implementing C&D Ordinance.	9,100	10,850	9,625	9,500	12,700	17,000	05-14-3072
Sub-Total	309,524	367,483	389,964	365,230	369,070	430,268	

TOWN of PORTOLA VALLEY

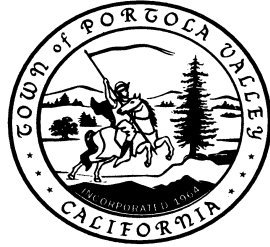
2012-13 BUDGET WORKSHEET



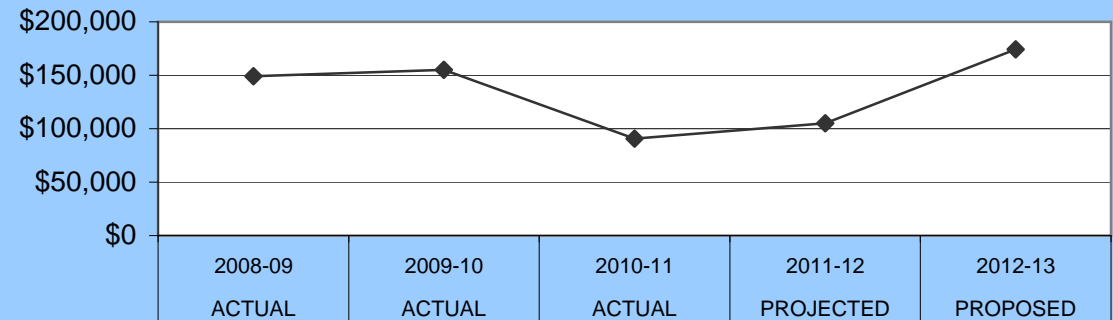
Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 Fines and Forfeitures Town's portion of traffic and parking citations.	11,206	15,942	18,226	10,000	11,850	11,850	05-16-3082
Historic Museum Contributions received for the Historic Restoration including sale of Portola Valley Primer.	0	38	0		0	0	05-16-3084
2 Misc Contribs - received for designated projects	2,950	3,818	2,062	3,000	500	500	05-16-3086
Sausal Creek Contribs - for daylighting project	371,721	180	2,627				05-16-3091
3 Alpine Road/C-1 Trail Contributions						120,000	05-16-3086
4 Ford Field Contributions				0	21,000	287,000	05
5 Open Space Contributions towards the Town's Open Space funds.	13,124	3,230	109,230	5,000	9,000	5,000	15-16-3090
Lease from 725 Portola Road Revenue derived from leaseback of both parcels of Springdown Equestrian Center. Lease was discontinued in November 2008.	25,106	0	0	0	0	0	05-16-3094
Library Fund Donor city revenue from SMC Library JPA.	125,489	265,000	16,853	90,000	0	0	25-16-3092
Portola Valley Community Fund (PVCF) Revenue received from PVCF fundraising, final pledge received in 2010/11.	3,311,050	35,000	45,000	0	0	0	
6 PG&E Solar Rebate Temporary rebate related to installation of Town Center panels. Program to end in 2014.		22,217	17,325	17,000	19,230	18,000	05-16-3083
Sub-Total	3,860,646	345,425	211,323	125,000	61,580	442,350	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



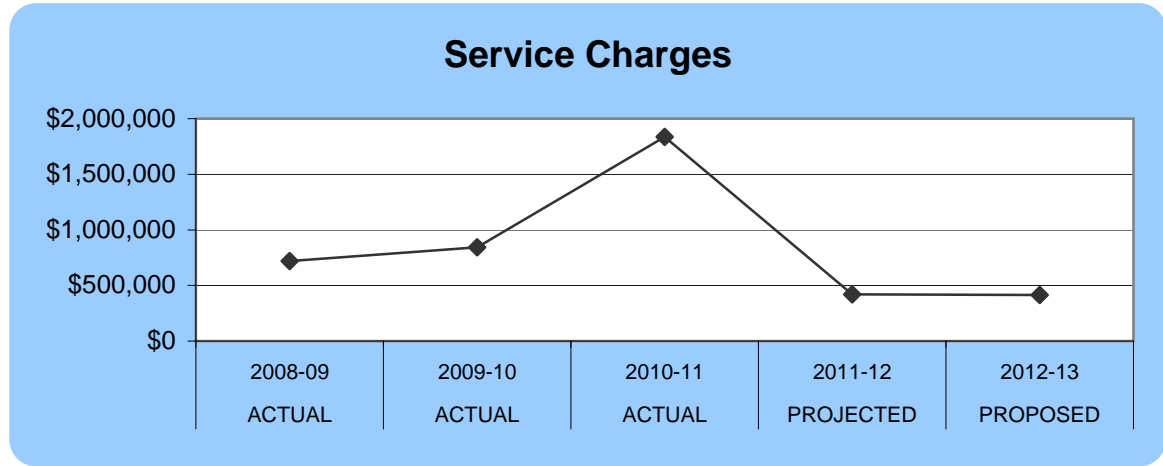
Parks & Recreation



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT NUMBER
1 Lease Income - Parks	9,771	9,885	7,903	7,470	6,739	7,610	05-18-3100
Lease of Town property for private uses (Alpine Inn Parking Lot and Ladera Oaks).							
2 Sports League Field Use	20,945	39,573	63,335	52,600	59,000	60,000	05-18-3102
Use fees charged to organized sports leagues for the use of Town fields. New fees adopted in 2009/10.							
3 Annual Community Events							
Town Picnic	1,514	1,210	0	0	1,200	1,200	05-18-3104
Blues & Barbecue (suspended for two years). Revenue anticipated due to 2012 event.	102,618	85,889	0	20,000	20,000	85,000	05-18-3106
4 Field Activity Fees	12,895	18,061	17,586	19,000	17,200	19,000	05-18-3112
Revenue stream stemming from activities of Adult Soccer.							
5 Teen Committee	1,274	379	1,993	1,000	1,000	1,500	05-18-3114
Revenue from teen events and dances.							
Sub-Total	149,018	154,997	90,817	100,070	105,139	174,310	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 Zoning and Planning Permits	-10	1,240	1,800	500	1,500	1,000	05-20-3120
Fee for permits required for commercial use changes.							
2 Variances	890	0	0	1,700	890	1,000	05-20-3122
Filing fee required for consideration of variance requests.							
3 Subdivision Fees	560	1,240	1,070	620	740	500	05-20-3124
Filing fee required to process a subdivision.							
4 Residential Data Reports	5,700	9,000	7,300	7,000	7,300	7,300	05-20-3126
Filing fee required for a property status report.							
5 Architectural Review Fees	20,850	24,840	17,840	15,000	18,870	21,701	05-20-3132
Filing fee for consideration of improvements to private property.							
Construction Traffic Road Fee	179,086	156,336	0	0	0	0	65-20-3134
Fee collection suspended in 2010. Town is using over \$143k in 2012/13 for street repairs.							
6 Geology Fees	3,740	5,660	5,090	4,000	5,290	5,000	05-20-3136
Filing fee for review by Town Geologist for private property improvements, when deemed necessary.							

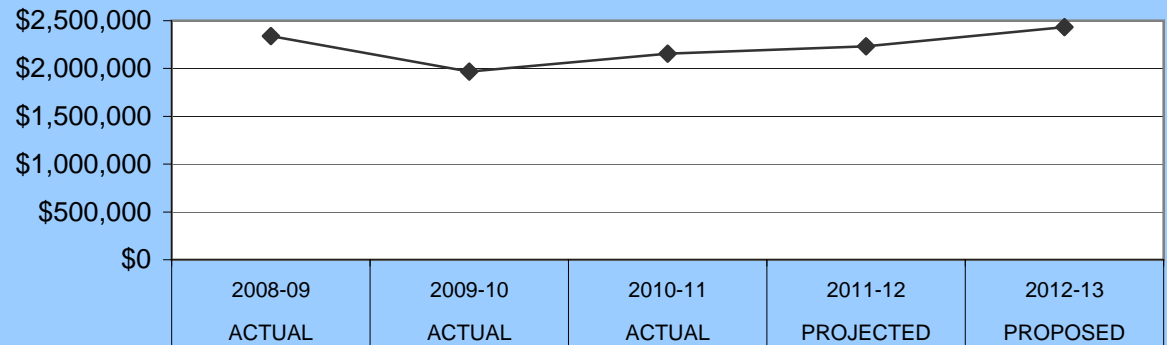
Account Description/Activity		ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
7	Town Engineer Fees Charges to applicant for Town Engineer's review of plans for improvements to private property.	3,080	3,520	2,750	3,000	2,850	3,000	05-20-3138
8	Planning Services - Charges to Applicants Charges to applicants for Planning Consultant's review of applications.				250,000		225,000	96-20-3140
9	Geological Services - Charges to Applicants Charges to applicants for Geological Consultant's review of applications.				90,000		75,000	96-20-3140
						375,000		
10	Engineering Services - Charges to Applicants Charges to applicants for Engineering Consultant's review of applications.				35,000		40,000	96-20-3140
11	Attorney Services - Charges to Applicants Charges to applicants for legal review of private applications.				30,000		20,000	96-20-3140
	Misc. Consultants - Charges to Applicants	472,426	525,169	461,918				96-20-3140
	C-1 Stanford Trail - Charges for Applicant		61,600	1,324,032	1,500,000	0	0	96-20-3140
12	Miscellaneous	31,883	54,780	14,654	20,000	9,000	15,000	05-20-3154
	Sub-Total	718,205	843,385	1,836,454	1,956,820	421,440	414,501	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



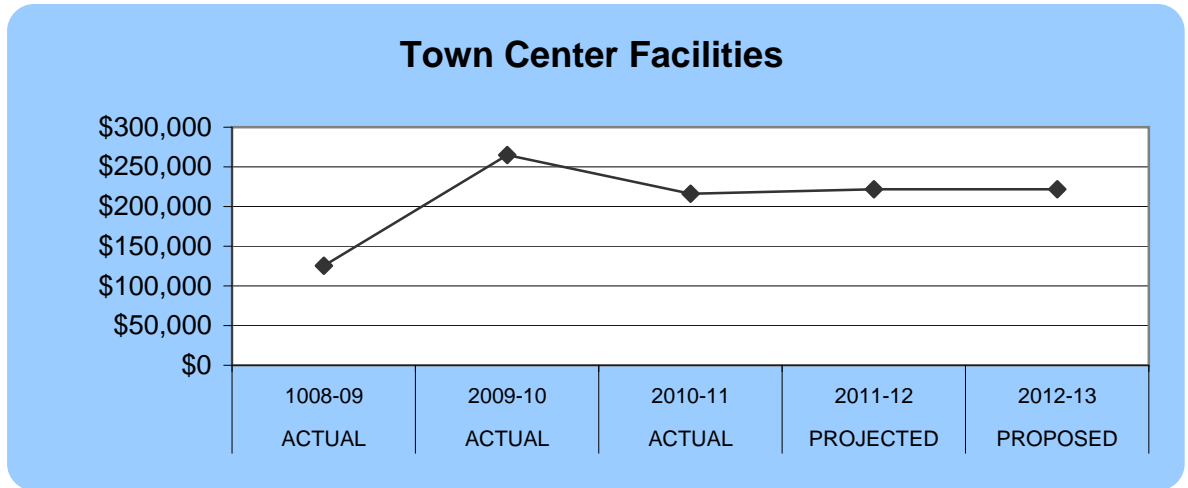
Revenue From Taxes



Account Description/Activity		ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1	Property Taxes - Secured Town receives 7% of collected property tax revenues from the County, and a 4.5% growth rate is projected. State diverted \$137K in 09/10, to be returned to Town by 6/30/13.	1,957,068	1,643,622	1,793,543	1,879,956	1,810,000	2,028,450	05-22-3160
2	Property Taxes - Unsecured Non-property fixed assets (boats, airplanes, capital equipment, etc).	46,813	48,438	44,117	45,000	46,765	47,700	05-22-3162
3	Sales & Use Tax State projects an increase of 3% in sales tax.	175,925	97,825	135,485	146,000	169,000	174,000	05-22-3164
4	Business License Tax	101,500	87,890	93,460	100,000	94,000	94,000	05-22-3166
5	Real Property Transfer Tax Transaction tax charged when private property transfers.	46,660	79,351	78,113	61,800	100,000	80,000	05-22-3168
6	Miscellaneous Other Taxes	10,029	9,866	9,946	8,000	11,340	10,000	05-22-3170
Sub-Total		2,337,995	1,966,992	2,154,665	2,240,756	2,231,105	2,434,150	

TOWN of PORTOLA VALLEY

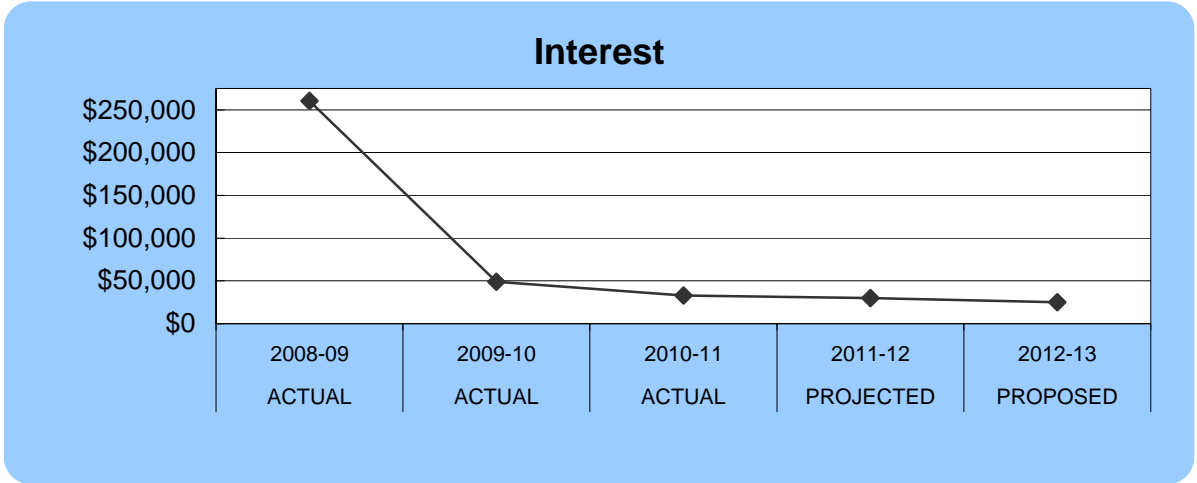
2012-13 BUDGET WORKSHEET



Account Description/Activity		ACTUAL 1008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1	Community Hall / Activity Room Rentals	20,335	69,139	40,940	36,000	48,720	48,720	05-24-3184
	Facilities are available for private use no more than 24 times per calendar year.							
2	Parking Lot & Field Rentals	3,429	5,137	5,537	5,000	9,000	9,000	05-24-3188
	Short term rentals of the Town Center parking lot for private parties and events.							
3	Class Fees	101,601	190,488	169,757	164,000	164,240	164,240	05-24-3190
	Four activity rooms available. This revenue is offset by instructor fees, see page 28.							
Sub-Total		125,365	264,764	216,234	205,000	221,960	221,960	

TOWN of PORTOLA VALLEY

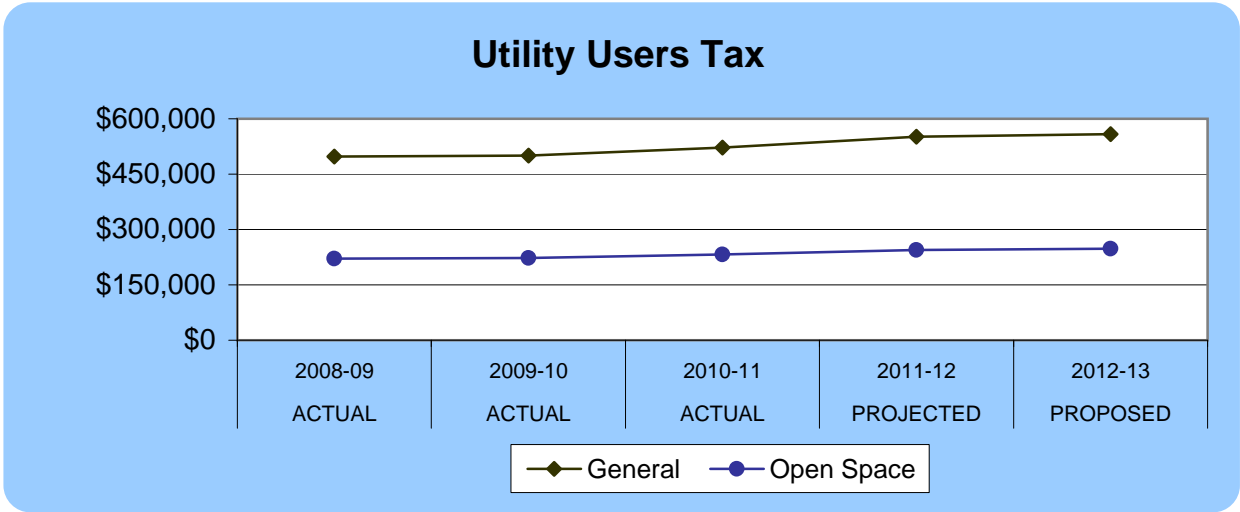
2012-13 BUDGET WORKSHEET



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2010-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 Interest	145,293	16,962	10,917	40,000	30,000	25,000	05-26-3200
The Town's reserves are invested in the State Local Agency Investment Fund, currently accruing approximately .38% interest.							
<i>Interest - Restricted</i>	115,288	31,922	21,945				
Sub-Total	260,581	48,884	32,862	40,000	30,000	25,000	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 General Purpose Use							
2006 election lowered to 4.5%. The UUT revenue can only be used for Council-designated expenditures.							
Electricity and Gas	362,738	366,801	372,369	395,520	366,780	371,548	05-28-3220
Telephone	26,637	26,705	25,965	28,840	25,185	25,512	05-28-3222
Water	108,344	107,178	123,617	126,690	159,465	161,538	05-28-3224
<i>Sub-Total</i>	497,718	500,684	521,951	551,050	551,430	558,598	
2 Open Space Use							
2% applied to total utility revenues generated by Town residents and businesses. Use restricted for the preservation and purchase of open space. Originally approved by the voters in November 1997.							
Electricity and Gas	161,220	162,997	165,496	176,130	162,685	164,800	15-28-3220
Telephone	13,545	11,898	11,539	13,091	11,190	11,335	15-28-3222
Water	46,444	47,635	54,942	56,259	70,875	71,796	15-28-3224
<i>Sub-Total</i>	221,209	222,530	231,977	245,480	244,750	247,931	
Sub-Total	718,927	723,214	753,928	796,530	796,180	806,529	

EXPENDITURES

Administration & Operations	23	Litter Cleanup	
Permanent, Part-time and Temporary Staff		Tools and Equipment	
Benefits		Street Signs & Striping	
Committees & Commissions	24	Trails Surface Rehabilitation	
Bicycle, Pedestrian & Traffic Safety		Storm Damage/Emergency Repairs	
Architectural and Site Control Commission		Service Agreements	30
Cable & Utilities Undergrounding		Animal Control	
Conservation		San Mateo County Sheriff's Office, COPS	
Community Events		Emergency Services Council JPA	
Cultural Arts		NPDES – Stormwater Program	
Emergency Preparedness		Services & Supplies	31
Historic Resources		Codification	
Open Space Acquisition Advisory		Elections	
Parks & Recreation		Liability Insurance	
Planning Commission		Office Supplies	
Science & Nature		Town Publications	
Sustainability		Web Site Hosting & Spam Filtering	
Teen		Office Equipment – Maintenance & Repairs	
Consultant Services	25	Equipment Services Contracts	
Accounting & Auditing		Postage	
Town Attorney		Telephones	
Transcription		Advertising	
Geologist		Dues	
Engineer		Education & Training	
Planner		Mileage Reimbursement	
Plan Check		Utilities	
Miscellaneous Consultants		Fire Prevention / Wood Chipping	
Miscellaneous	27	Vehicle Maintenance	
Contingency		Miscellaneous	
Community Services		Sustainability Series	
H.E.A.R.T. JPA		Town Center Facilities	33
Parks & Recreation Operations	28	Building Maintenance Equipment & Supplies	
Parks & Fields Maintenance		Landscape Supplies & Services	
Portable Lavatories		Janitorial Services	
Special Events Insurance		Mechanical Systems Maintenance/Repair	
Instructors		Repairs/Vandalism	
Public Works Operations	29	Property Insurance	
Public Road Surface & Drainage		Capital Improvements Program	34
Street Sweeping and ROW Maintenance			
ROW Tree Trimming			

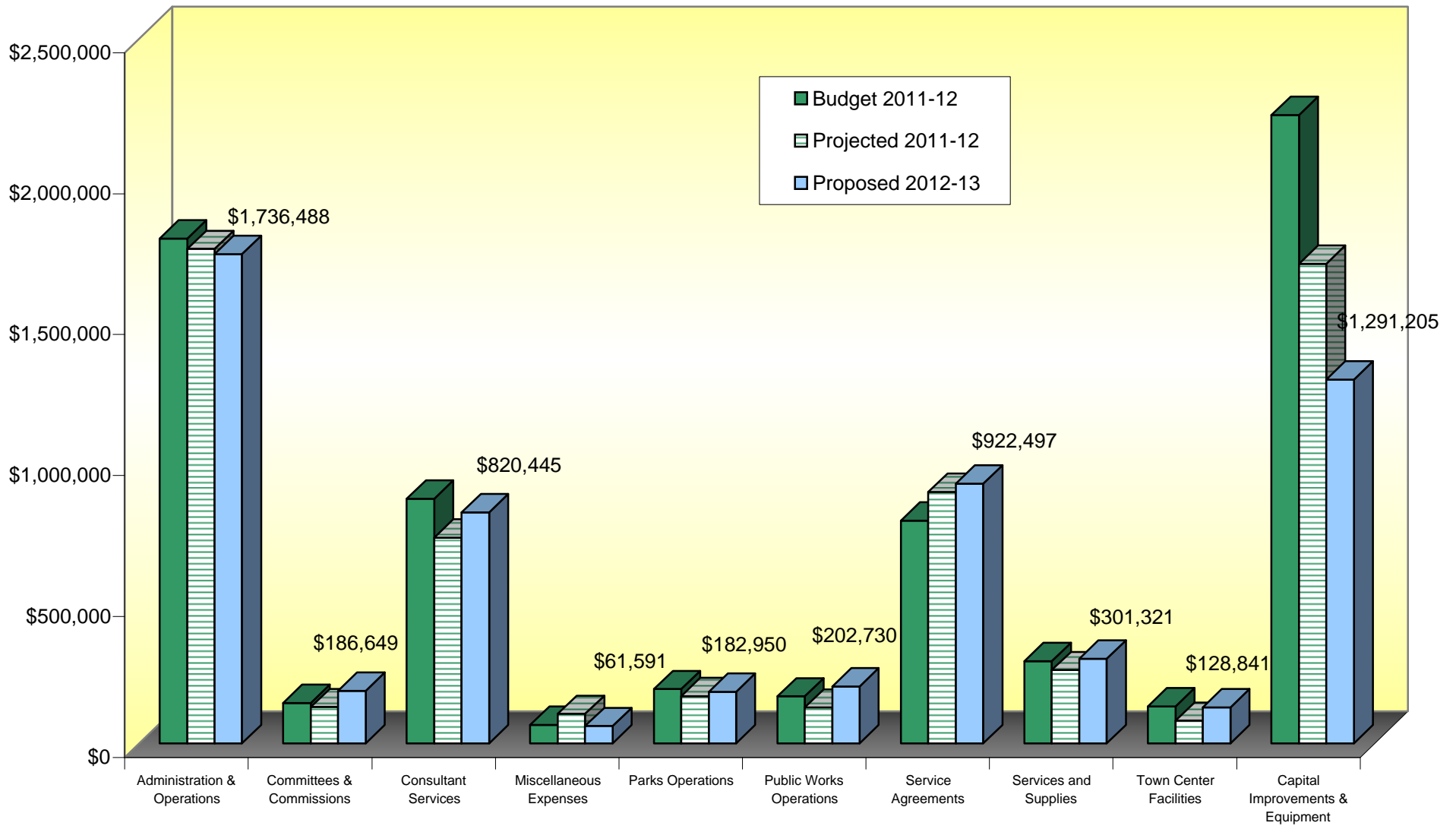
TOWN OF PORTOLA VALLEY

2012-2013 Total Expenditures Budget Summary

Expenditures	2011-12 Adopted Budget	2011-12 Projected at Year End	2012-13 Adopted Budget	%/Change per Adopted 11/12 Budget	%/Change per Projected Year End
Administration & Operations	1,792,397	1,754,715	1,736,488	(3.12)	(1.04)
Committees & Commissions	143,232	128,983	186,649	30.31	44.71
Consultant Services	868,721	730,575	820,445	(5.56)	12.30
Miscellaneous Expenses	65,555	104,742	61,591	(6.05)	(41.20)
Parks Operations	193,070	167,948	182,950	(5.24)	8.93
Public Works Operations	167,000	127,456	202,730	21.40	59.06
Service Agreements	791,473	892,465	922,497	16.55	3.37
Services and Supplies	291,987	260,397	301,321	3.20	15.72
Town Center Facilities	131,630	80,714	128,841	(2.12)	59.63
Subtotal	4,445,065	4,247,994	4,543,512	2.21	6.96
Capital Improvement Program					
Programs	2,230,501	1,702,131	1,223,705	(45.14)	(28.11)
Equipment	0	0	67,500	-	-
Subtotal	2,230,501	1,702,131	1,291,205	(42.11)	(24.14)
Grand Total	6,675,566	5,950,125	5,834,717	-13%	-2%



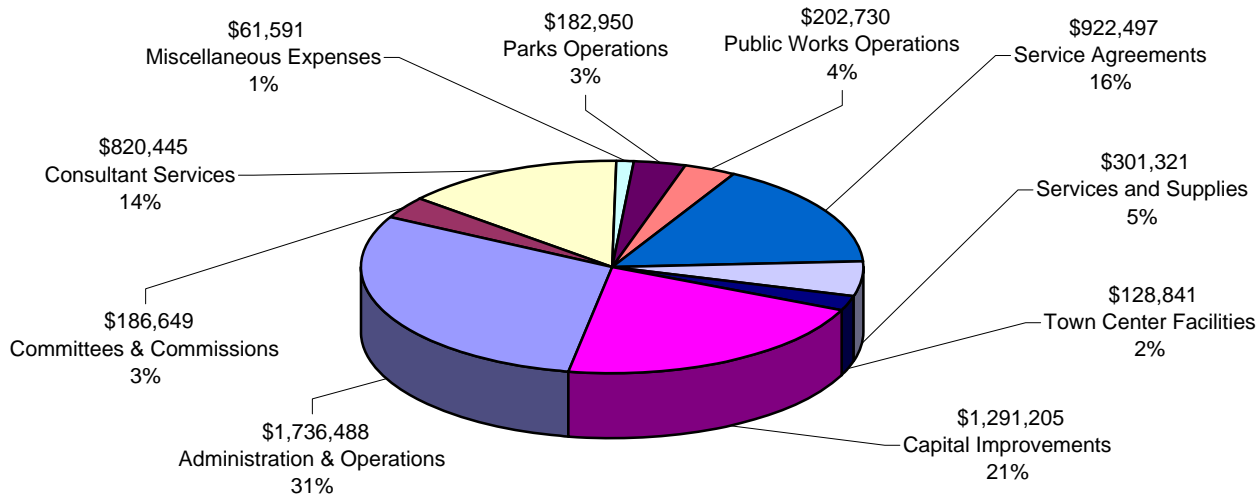
2011-12 Budget/Projected Exps. vs 2012-12 Proposed Expenditures



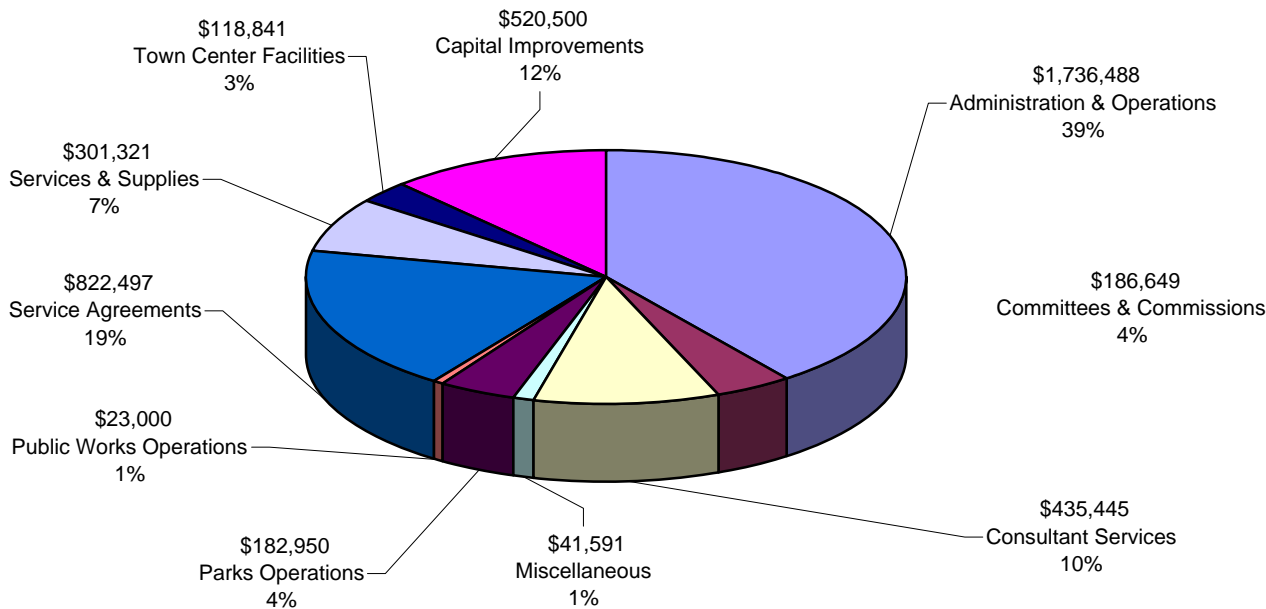
2012-13 EXPENDITURES BUDGET by TOTAL and GENERAL FUND

2012-13 Total Expenditures Total: \$5,834,717

Administration & Operations	\$1,736,488
Committees & Commissions	\$186,649
Consultant Services	\$820,445
Miscellaneous Expenses	\$61,591
Parks Operations	\$182,950
Public Works Operations	\$202,730
Service Agreements	\$922,497
Services and Supplies	\$301,321
Town Center Facilities	\$128,841
Capital Improvements	\$1,291,205



2012-13 General Fund Expenditures Total: \$4,369,282



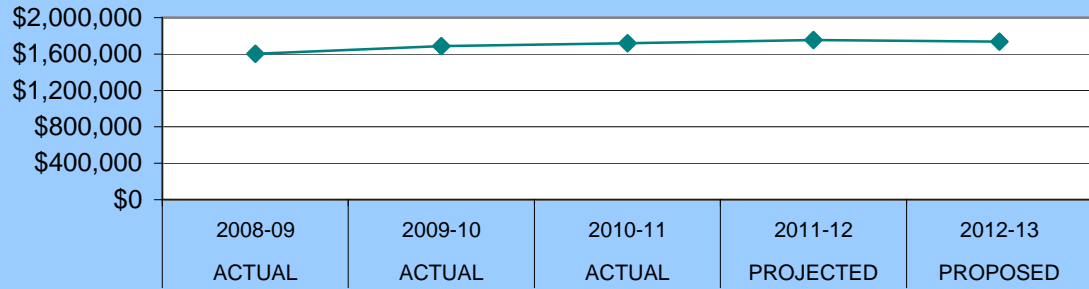
Administration & Operations	\$1,736,488
Committees & Commissions	\$186,649
Consultant Services	\$435,445
Miscellaneous	\$41,591
Parks Operations	\$182,950
Public Works Operations	\$23,000
Service Agreements	\$822,497
Services & Supplies	\$301,321
Town Center Facilities	\$118,841
Capital Improvements	\$520,500

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Administration and Operations



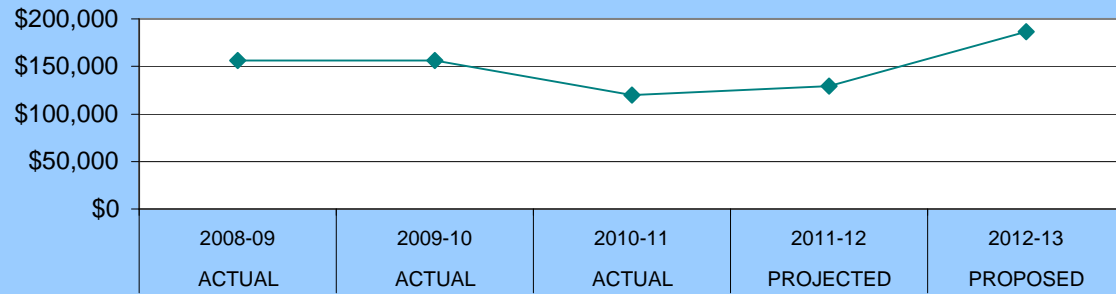
Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Permanent Full-Time Staff (13)							
Administration/Finance (4)	361,713	371,469	382,932	392,178	375,030	332,073	
Planning/Building (6)	476,112	501,284	514,632	525,999	438,855	544,894	
Maintenance (3)	174,788	174,708	181,201	183,384	182,716	187,092	
2 Permanent Part-Time Staff (3)							
Administrative (2)	97,379	96,295	98,366	100,806	154,653	95,652	05-50-4040
Horsekeeping (1)	1,079	-	484	499	499	484	05-50-4044
3 Temporary Staff							
Building Inspection (3 weeks)	4,680	22,386	6,708	7,500	2,808	7,500	05-50-4062
4 Benefits							
Retirement - PERS	223,695	222,739	232,385	245,091	233,134	193,857	05-50-4080
Retirement - Social Security	64,318	65,945	67,871	68,427	65,364	66,012	05-50-4082
Medicare	16,242	16,682	17,148	17,442	16,806	16,823	05-50-4084
Health Insurance/Retiree Service Charges	152,699	179,329	189,434	193,068	198,995	229,100	05-50-4086
Unemployment/Workers' Compensation	22,698	30,436	24,139	25,000	40,839	40,000	05-50-4092
Automobile Allowance	5,004	4,754	5,004	5,004	5,170	6,000	05-50-4096
Overtime	3,458	170	-	2,000	0	2,000	05-50-4100
5 Vacation Sell Back		1,310	0	26,000	39,846	15,000	
Sub-Total	1,603,865	1,687,507	1,720,304	1,792,397	1,754,715	1,736,488	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Committees and Commissions



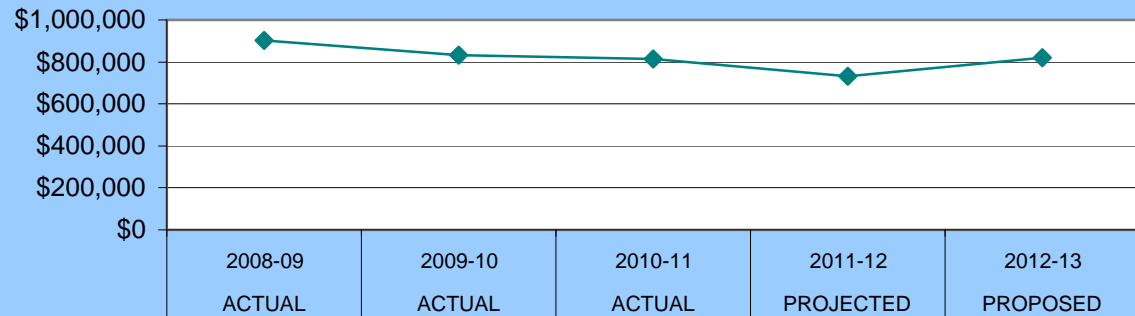
Account Description/Activity		ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1	ASCC	26,820	26,820	27,600	28,368	28,368	29,077	05-52-4140
	Town Planner retainer for Architectural and Site Control Commission meetings.							
2	Bicycle, Pedestrian & Traffic Safety (new)				0	0	4,200	
3	Cable & Utilities Undergrounding	2,000	500	1,500	500	0	500	05-52-4142
4	Conservation	0	413	677	1,690	0	3,200	05-52-4144
5	Community Events							
	Blues & Barbecue	33,818	36,817	-	3,500	2,000	35,000	05-52-4146
	Town Picnic	13,742	16,013	-	10,000	8,000	12,000	05-52-4147
	Holiday Party			10,176	10,000	10,000	10,000	05-52-4147
	PVSD 150-Year Celebration				3,750	3,750	0	05-52-4146
6	Cultural Arts		2,018	2,501	5,050	1,400	5,050	05-52-4150
	Holiday Fair, Music Series, Art Show							
7	Emergency Preparedness	12,433	2,497	3,762	5,000	2,271	2,380	05-52-4152
	Includes cost of microwave line to County and emergency supplies.							
8	Historic Resources	3,437	2,094	2,381	1,350	0	2,600	05-52-4154
	Requesting new file cabinets for Heritage Room							
9	Open Space Acquisition Advisory -update brochure	0	3,637	-			1,000	05-52-4156
10	Parks & Recreation							
	Zots to Tots Run	1,926	-	2,339	2,000	2,000	3,000	05-52-4158
	Adult Sports Leagues	8,012	10,773	11,630	8,000	11,000	11,000	05-52-4160
11	Planning	53,568	53,568	55,176	56,724	56,724	58,142	05-52-4162
	Town Planner retainer for Commission/Council mtgs.							
12	Science & Nature	70	500	147	900	825	1,000	05-52-4163
13	Sustainability				4,900	2,500	7,000	05-52-4165
14	Teen	338	250	1,896	1,500	145	1,500	05-52-4166
	<i>Ad Hoc Sausal Creek Committee</i>	0	0					05-52-4168
Sub-Total		156,165	155,900	119,784	143,232	128,983	186,649	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Consultant Services

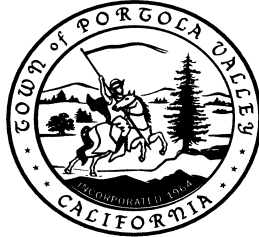


Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Accounting and Auditing Preparation of the Town's annual audit and other accounting services. Expenditures for Community Hall audit is located at Town Center Facilities.	41,054	22,323	22,794	23,150	22,925	23,645	05-54-4180
2 Town Attorney Town Attorney is appointed by the Town Council to provide legal advice to the Town Council, committees, and staff.	70,667	101,796	65,129	70,000	70,000	70,000	05-54-4182
3 Town Attorney - Charges to Applicants Charges to applicants for legal reviews of applications. Paid through the applicant deposit system.	2,925	12,111	37,011	30,000	17,000	20,000	96-54-4186
4 Transcription Services Cost to transcribe the proceedings of the Town Council and Planning Commission meetings.	16,080	17,761	17,663	21,000	16,300	18,000	05-54-4188
5 Town Geologist The Town Geologist is retained to provide geology reviews and to provide advice to the Town Council and staff.	16,634	13,971	6,242	10,000	2,000	16,000	05-54-4189
6 Town Geologist - Charges to Applicants Charges to applicants for geological consultant reviews of applications. Paid through applicant deposit system.	95,511	94,325	72,192	90,000	59,000	75,000	96-54-4190

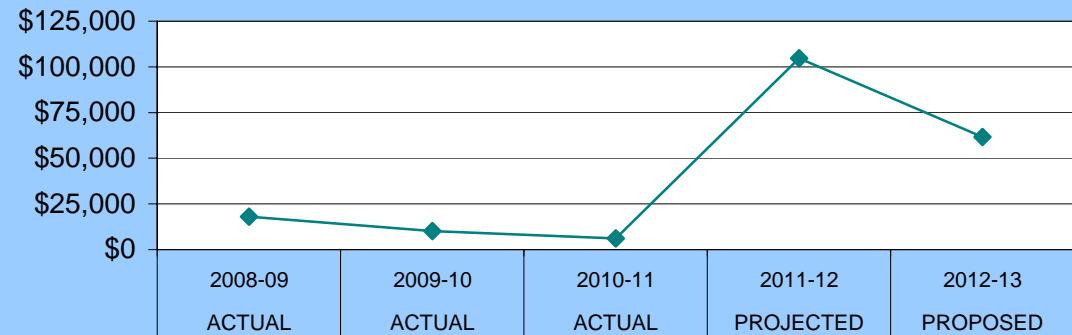
Account Description/Activity		ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
7	Engineer Services	360	7,620	2,435	8,000	2,000	25,000	20-54-4192
	This provides backup to the Town Engineer (e.g., traffic analysis, surveying, NPDES). Speed survey conducted as required by California Vehicle Code.							
8	Engineer - Charge to Applicants	50,728	36,709	27,354	35,000	50,600	40,000	96-54-4194
	Charges to applicants for engineering consultant review of applications. Public Works inspections paid through applicant deposit system.							
9	Planner	203,000	169,212	184,731	180,000	160,000	180,000	05-54-4196
	The Town Planner is retained to oversee all planning and land use issues within the Town and works on Town Council and Planning Commission authorized projects on a fee-for-service basis. The Planner is retained for services to the Planning Commission (\$58,124 annually) and the Architectural and Site Control Commission (\$28,654 annually). These line items can be found in the Committees & Commissions budget.							
	<i>Assistance on Town Center Design</i>	7,573						5-54-4197
10	Planner - Charge to Applicants	218,506	242,922	250,480	250,000	203,000	225,000	96-54-4198
	Charges to applicants for planning consultant reviews of applications. Paid through applicant deposit system.							
11	Plan Check	64,606	69,950	71,726	65,000	50,000	50,000	05-54-4200
	Services provided to review plans submitted by applicants for consistency with conditions and codes.							
12	Miscellaneous Consultants							
	<i>Consultant for Bldg Permit & Related Fees Study</i>			8,640	21,000	21,840	0	05-54-4209
	Peelle - Scanning & Indexing Town Documents				6,000	4,100	10,000	05-54-4208
	Lynx Tech - GIS Training, Updates, Completion of General Plan Diagrams	5,465	12,933	2,327	1,000	130	1,800	05-54-4208
	Waste Management Consultants - Includes annual report to CIWMB.	6,030	1,000	360	1,000	680	1,000	05-54-4212
	Website and IT Consulting & Training Services	70,512	19,022	21,946	22,571	18,000	25,000	05-54-4216
	<i>Parks & Rec Committee - Requested design consultant for Ford Field infrastructure.</i>	6,859						05-54-4210
	<i>Emergency Preparedness Community Outreach</i>	2,324						
	Miscellaneous Consultants	23,049	10,122	23,601	35,000	33,000	40,000	05-54-4214
	Sub-Total	901,882	831,777	814,629	868,721	730,575	820,445	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Miscellaneous Expenses



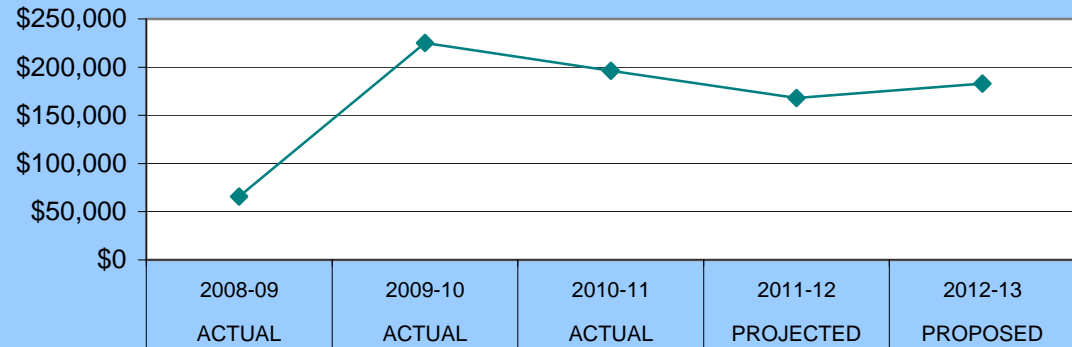
Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODE
1 Contingency Contingency funding provides for unexpected funding needs; cannot be spent without Town Council authorization. (It is advisable for the Town to have funds budgeted for unexpected expenses, the alternative being transferral of funds within the budget.)				30,000	30,000	30,000	05-56-4220
2 Community Services Funds the Town Council appropriates to non-profit community organizations and agencies.	13,300	8,300	4,300	10,000	10,000	10,000	05-56-4222
3 H.E.A.R.T. JPA For participation in endowment to create a regional approach to affordable housing.	1,841	1,841	1,841	1,591	1,591	1,591	05-56-4223
Sausal Creek Fundraising Council approved a total of \$22,000 during 2007/08 for this new expense. To be paid from Friends of Sausal Creek revenue.	2,826	0		0			
4 Energy Upgrade California Grant				23,964	23,964	0	08-64-4335
5 Risk Management Programs (grant funded)				0	39,187	20,000	08-56-4221
Sub-Total	17,967	10,141	6,141	65,555	104,742	61,591	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Parks & Recreation Operations



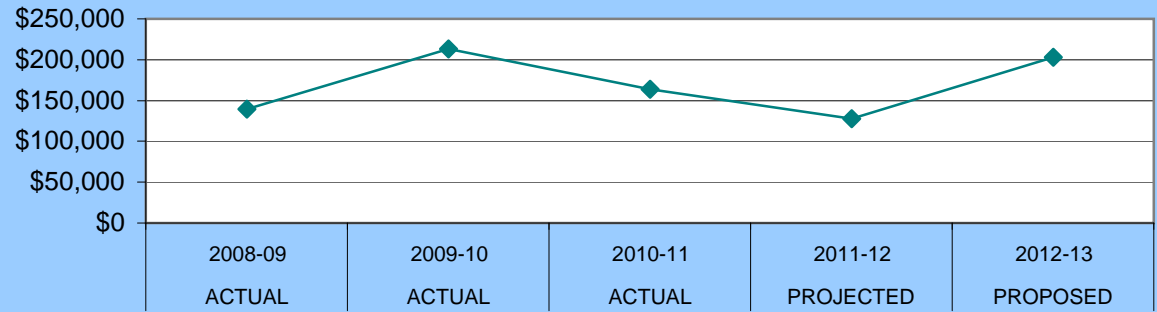
Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Parks and Fields Maintenance	60,960	64,211	53,184	53,970	29,267	45,050	05-58-4240
Maintenance cost for all Town-owned playing fields and parks.							
2 Portable Lavatories	2,382	2,590	2,869	2,900	2,951	2,900	05-58-4244
Portables at both Rossotti and Ford playing fields.							
3 Special Event Insurance	2,467	6,266	5,517	5,000	5,000	5,000	05-58-4338
Insurance to cover classes held at Town Center.							
4 Instructors	79,774	151,970	134,515	131,200	130,730	130,000	05-58-4246
Percentage of fees (80%) remitted to instructors from classroom revenues.							
Sub-Total	65,809	225,037	196,084	193,070	167,948	182,950	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Public Works Operations



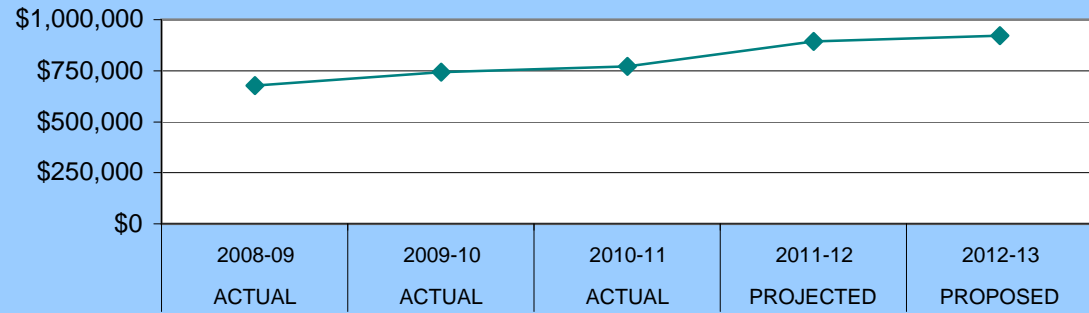
Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Public Road Surface & Drainage Maintenance	22,271	68,829	35,454	40,000	20,000	50,000	20-60-4260
2 Street Sweeping	31,410	18,425	21,187	20,000	18,425	20,000	20-60-4262
3 Right of Way Tree Trimming & Mowing	26,686	15,300	25,393	25,000	25,000	25,000	20-60-4264
4 Public Right of Way Litter Clean-up Program	9,731	9,731	9,731	9,000	9,731	9,730	20-60-4266
5 Tools and Equipment	3,569	2,108	2,470	3,000	2,300	3,000	05-60-4267
Includes safety garments, hand tools, and small mowers.							
6 Street Signs, Striping, Crosswalk Maintenance	14,528	1,554	14,660	15,000	13,000	15,000	20-60-4268
7 Trail Surface Rehabilitation	26,475	31,410	38,819	35,000	34,000	40,000	20-60-4270
8 C-1 Trail Biological Monitor/Maintenance						20,000	05-60-4268
9 Storm Damage/Emergency Repairs	5,019	64,815	16,182	20,000	5,000	20,000	20-60-4271
Non-disaster related storm damage.							
<i>Sudden Oak Death Spraying in Right of Way</i>	0	750	0				
<i>Included in ROW Tree Trimming budget</i>							
Sub-Total	139,689	212,922	163,896	167,000	127,456	202,730	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Service Agreements



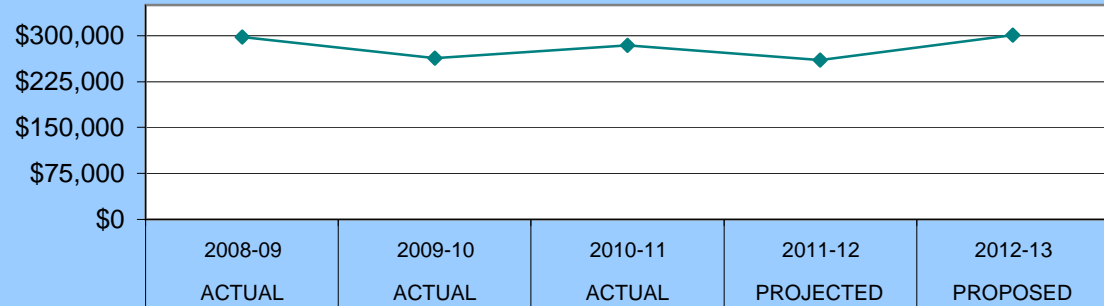
Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Animal Control Animal Control services are provided by the Peninsula Humane Society through a contract with San Mateo County.	27,013	27,338	32,321	35,923	35,919	36,099	05-62-4280
2 San Mateo County Sheriff's Office Contract law enforcement through San Mateo County. This is the first year of a renegotiated three-year agreement.	449,623	498,601	546,189	598,145	598,145	616,229	05-62-4282
3 Additional Traffic Patrols Portion of program to be funded by General Fund.	90,000	99,135	100,000	100,000	100,000	100,000	30-62-4284
<i>Portion of program to be funded by Public Safety Fund.</i>	95,050	85,865	65,000	30,155	30,155	151,868	05-62-4284
		13,270	10,308	110,000	110,000	0	10-62-4284
4 Emergency Services Council JPA	12,653	12,968	13,250	13,250	13,394	13,400	05-62-4286
5 NPDES Stormwater Program Cost of county-wide stormwater discharge permit as mandated by Federal and State legislation.	4,149	4,698	3,600	4,000	4,852	4,901	05-62-4288
Sub-Total	678,488	741,875	770,668	891,473	892,465	922,497	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Services & Supplies



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Codification Annual codification of the Town's ordinances.	2,569	0	2,668	0	0	5,000	05-64-4300
2 Elections Bi-annual Town elections. Funds used to pay County to administer Town elections.	0	15,070	0	10,000	0	0	05-64-4302
3 Liability Insurance/Bonds Town's liability insurance, automobile insurance and officials' bonding. ABAG has increased liability cap from \$10 to \$15 million.	32,121	33,325	30,993	34,000	34,873	35,601	05-64-4304
4 Office Supplies Includes outside printing, purchase of building code books, and various training books. 100% recycled purchasing when possible.	16,808	14,778	16,940	15,000	12,000	15,000	05-64-4308
5 Town Publications Production costs for two digital newsletters per year and eight postcards.	24,405	21,663	17,256	14,600	13,000	14,600	05-64-4310
6 Web Site Hosting & Spam Filtering Includes offsite hosting of Municipal Code, security certificate for website, website hosting, and spam filtering services.	3,630	3,817	4,399	7,240	7,274	3,500	05-64-4311
7 Office Equipment - Maintenance & Repairs Includes copier lease; replacement main hub for server room; new projector; 2 new computers and repairs.	28,794	17,405	25,458	15,152	9,850	12,200	05-64-4312

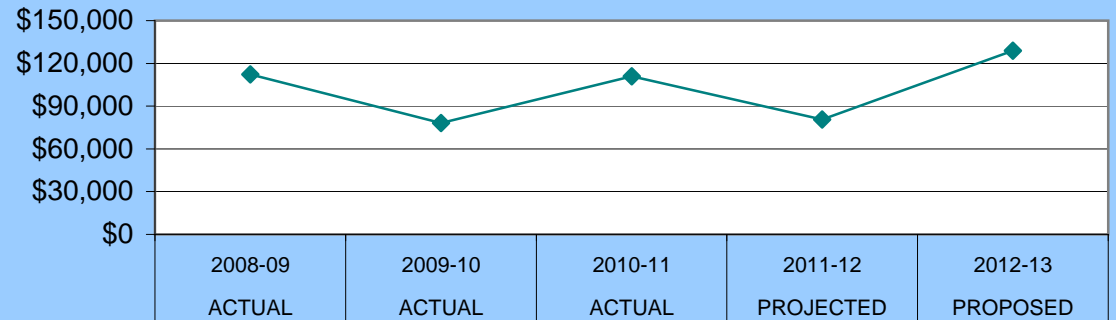
Account Description/Activity		ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
8	Equipment Service Contracts	26,594	11,305	9,633	10,500	13,300	12,200	05-64-4314
	Maintenance agreements for GIS/financial software, postal meter and other servicing as needed.							
9	Postage	12,180	10,985	9,895	10,000	5,500	8,000	05-64-4316
10	Telephones and Wi-Fi Internet	7,458	6,592	7,107	8,000	7,100	7,500	05-64-4318
	Includes land lines, cell phones, and wi-fi service.							
11	Advertising	10,753	5,958	5,301	6,000	6,100	6,000	05-64-4320
	Legal notices and advertisements.							
12	Dues	21,200	21,609	21,783	24,000	22,000	24,000	05-64-4322
13	Education & Training - Staff	5,469	2,031	3,127	4,800	1,800	5,000	05-64-4326
14	Education & Training - Council, Commissions, & Committees	2,071	1,111	1,671	3,000	1,800	2,000	05-64-4327
15	Mileage Reimbursement (2012 rate is 0.555/mile)	3,325	3,036	2,047	3,500	2,000	3,000	05-64-4328
16	Utilities	54,358	48,982	54,257	52,000	63,000	64,000	05-64-4330
	PG&E and water expenses for Town Center buildings and fields.							
17	Fire Prevention/Wood Chipping	13,953	20,137	34,090	40,000	27,000	40,000	05-64-4333
	Woodside Fire Protection District fire prevention/wood chipping. Includes 2 extra chipping days in October for high risk areas.							
18	Vehicle Maintenance	11,060	11,293	10,454	11,000	11,600	12,500	05-64-4334
	Includes yearly service of all vehicles and fuel costs.							
19	Miscellaneous	20,554	9,084	17,206	15,000	15,000	15,000	05-64-4336
20	Bank Fees (includes fees for ADP Payroll Processing)		4,337	2,737	3,000	5,200	7,000	05-64-4337
21	Sustainability Series		1,217	6,776	5,195	2,000	9,220	05-64-4335
	Sub-Total	297,305	263,735	283,797	291,987	260,397	301,321	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Town Center Facilities



Account Description/Activity	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12	PROJECTED 2011-12	PROPOSED 2012-13	ACCOUNT CODES
1 Building Maintenance Equipment & Supplies	18,790	13,950	19,675	23,000	19,000	20,000	05-66-4340
2 Community Hall		9,800	21,406	21,130	10,000	20,000	05-66-4341
Includes maintenance costs, deep cleaning and annual usage audit.							
3 Landscape Supplies and Services	19,013	26,334	32,816	35,000	16,000	35,000	05-66-4342
Includes care of native plantings and trees.							
4 Janitorial Services	5,240	7,105	8,891	10,000	10,000	17,000	05-66-4344
5 Mechanical Systems Maintenance/Repairs	30,983	19,313	21,876	26,000	17,200	20,000	05-66-4346
Includes maintenance of electrical, photovoltaic, & dashboard.							
6 Library General Maintenance				10,000	3,204	10,000	25-66-4340
7 Repairs/Vandalism	170	137	936	1,000	0	1,000	05-66-4348
8 Property Insurance	1,281	1,446	5,380	5,500	5,310	5,841	05-66-4350
Temporary Facilities & Units							
Village Square lease for temp classes, July 2008	6,184						5-66-4354
Lavs (per OSHA requirements) at TC during construction.	13,766						5-66-4355
Purchase and setup of temporary storage units (4). Includes containers, shelving and electrical installation.							5-66-4356
Town Hall Move	9,860						
Window Coverings (as needed)	6,893						
Sub-Total	112,181	78,085	110,979	131,630	80,714	128,841	

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



Capital Improvements: Programs		ACCOUNT	APPROVED	PROJECTED	PROPOSED
Account Description/Activity		CODE	2011-12	2011-12	2012-13
1	Annual Street Resurfacing Program				
	Construction	22-68-4529	62,521	62,521	25,000
		60-68-4529	234,400	234,400	200,000
		65-68-4529	203,080	142,750	143,000
2	2012/13 Street Resurfacing - Testing & Inspections	05-68-4529	30,000	30,000	35,000
	2013/14 Street Resurfacing Program - Design	05-68-4503	35,000	45,000	40,000
3	Springdown Open Space Improvement	15	75,000	10,000	90,705
4	Storm Drain Inventory/Repairs				
	Replacement and repairs	5-68-4413	55,000	50,460	0
		22-68-4413	20,000	20,000	50,000
5	C-1 Trail (Stanford University)	96-00-4528	1,500,000	1,095,000	
6	Ford Field Renovation	05-68-****			308,000
		08-68-****			232,000
7	Alpine Road/ C-1 Trail Enhancements	05-68-****			100,000
	<i>Schoolhouse Paint/Front Entry Modifications</i>	5-68-4415	15,500	12,000	
	Sub-Total		2,230,501	1,702,131	1,223,705

TOWN of PORTOLA VALLEY

2012-13 BUDGET WORKSHEET



5-70-4477

Capital Improvements: Equipment		ADOPTED	PROJECTED	PROPOSED
Account Description/Activity		2011-12	2011-12	2012-13
	Replacement Truck F-150 Eco-Boost 4x4			0
	Replacement Tractor for Park/Fields			29,000
	Portable Emergency Radio Transmitter			30,000
	Microphone System for Schoolhouse			8,500
	Sub-Total	0	0	67,500



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Stacie Nerdahl, Acting Administrative Services Director

DATE: June 27, 2012

RE: **Not-for-Profit Agency Funding Requests**

Recommendation

It is recommended that the Town Council approve funding for not-for-profit agencies providing services benefiting the Town, its residents, or the larger Peninsula community, in an amount not to exceed \$10,000.

Issue Statement/Discussion

Annually, the Town receives requests from a number of not-for-profit agencies. The Town Council reviews these funding requests and determines the allocation amount that each agency will receive.

For fiscal year 2011/12 the Council made the following allocations totaling \$10,000:

Joint Venture Silicon Valley	\$ 500
Peninsula Conflict Resolution Center	\$1,300
San Francisquito Watershed Project	\$5,200
Sustainable San Mateo County	\$3,000

The Town has received the following requests totaling \$12,865 for fiscal year 2012/13 funding:

Joint Venture Silicon Valley	\$1,000
Peninsula Conflict Resolution Center	\$1,365
San Francisquito Watershed Project	\$7,500
Sustainable San Mateo County	\$3,000

Staff has included an allocation of \$10,000 in the proposed 2012/13 budget and recommends awarding grants at the same level as provided in 2011-12.

Attached Proposals:

1. Joint Venture Silicon Valley
2. Peninsula Conflict Resolution Center
3. San Francisquito Watershed Project
4. Sustainable San Mateo County

Approved: Nick Pegueros, Town Manager *N.P.*

OFFICERS

Chris DiGiorgio, Co-Chair
Accenture Inc.

Hon. Chuck Reed, Co-Chair
City of San Jose

Russell Hancock, President & CEO
Joint Venture: Silicon Valley Network

DIRECTORS

Larry Alder
Google, Inc.

Elaine Alquist
California State Senate

Mark Bauhaus
Juniper Networks

George Blumenthal
University of California at Santa Cruz

Steven Bochner
Wilson Sonsini Goodrich & Rosati

David S. Boesch
County of San Mateo

Ed Cannizzaro
KPMG

Emmett D. Carson
Silicon Valley Community Foundation

Pat Dando
San Jose Silicon Valley Chamber of Commerce

Mary Dent
SVB Financial Group

Ben Foster
Optony

Glenn Gabel
Webcor Builders

Kevin Gillis
Bank of America

Judith Maxwell Greig
Notre Dame De Namur University

Paul Gustafson
TDA Group

Chester Haskell
Cogswell Polytechnical College

Eric Houser
Wells Fargo Bank

Mark Jensen
Deloitte & Touche

Jim Kelly
Menlo College

W. Keith Kennedy, Jr.
Con-way

Tom Klein
Greenberg Traurig LLP

Dave Knapp
City of Cupertino

Hon. Liz Kniss
Santa Clara County Board of Supervisors

Chris Martin
UPS

Stacy McAfee
University of Phoenix

Tom McCalmont
McCalmont Engineering

James McCaughey
Lucile Salter Packard Children's Hospital

Jean McCown
Stanford University

Curtis Mo
Wilmer Cutler Pickering Hale & Dorr LLP

Mairtini Ni Dhomhnaill
Accrette Solutions

Joseph Parisi
Therma

Lisa Portnoy
Ernst & Young

Bobby Ram
SunPower Corporation

Paul Roche
McKinsey & Company, Inc.

Harry Sim
Cypress EnviroSystems

Susan Smarr
Kaiser Permanente

John Sobrato, Sr.
Sobrato Development Companies

Neil Struthers
Building & Construction Trades Council

Linda Thor
Foot Hill De-Anza Community College District

Mark Walker
Applied Materials

Chuck Weiss
Santa Clara County Office of Education

Linda Williams
Planned Parenthood Mar Monte

Daniel Yost
Orrick, Herrington & Sutcliffe, LLP

4 June 2012

Mr. Nick Pegueros
Town Manager
Town of Portola Valley
765 Portola Valley Road
Portola Valley, California 94028

Dear Mr. Pegueros:

I am writing to thank you for your participation in Joint Venture Silicon Valley and to request your ongoing support of \$1000. Thirty-three of our region's cities, counties, and joint powers authorities invested in our core operations last year, and nearly 20 participated in our economic development alliance.

Joint Venture is doing its utmost to deliver high-quality, low-cost programs that give our local governments value and save them money. Here are some examples of what your investment allows us to do:

- be a voice for our region's concerns in forums such as the Bay Area and Silicon Valley economic summits
- serve as a single point of contact for economic development information and coordination, including online commercial property listings
- facilitate multi-jurisdictional projects to procure renewable power
- build consensus on appropriate policies and protocols for wireless facility siting
- provide resources to conduct greenhouse gas emissions inventory updates
- conduct research on pressing issues, such as the impact of Proposition 13 on our local communities

Our initiatives continue to grow and evolve with input from all of our stakeholders. The current portfolio includes:

Public Sector Climate Task Force: This group was formed 5 years ago to support the climate protection efforts of our region's governments and has become a platform to initiate programs and share best practices.

Silicon Valley Economic Development Alliance: The Silicon Valley EDA is one of the longest-standing initiatives of Joint Venture, and is both a resource to market our region as well as a vibrant coalition of local economic development staff who collaborate to improve their own effectiveness.

Grand Boulevard: One of the most widely recognized and respected regional collaborations in the country, this multi-agency effort to improve El Camino Real is beginning to change the face of the roadway.

In appreciation for your support and in recognition of the fiscal constraints you face, we have kept the requested contribution from each city constant for several years, while adding to the programs we offer and providing other advantages, such as complimentary seats at the State of the Valley conference.

We hope you will continue your support. Here is a list of those jurisdictions that participated with us in the most recent fiscal year:

City/County Association of Governments, San Mateo County	City of Morgan Hill	City of South San Francisco
City of Brisbane	City of Mountain View	City of Sunnyvale
City of Burlingame	City of Newark	County of San Mateo
City of Cupertino	City of Pacifica	County of Santa Clara
City of East Palo Alto	City of Palo Alto	Rethink Waste
City of Foster City	City of Redwood City	Town of Colma
City of Fremont	City of San Carlos	Town of Los Altos Hills
City of Gilroy	City of San Jose	Town of Los Gatos
City of Half Moon Bay	City of San Mateo	Town of Portola Valley
City of Los Altos	City of Santa Clara	Town of Woodside
City of Menlo Park	City of Santa Cruz	
	City of Saratoga	

Participation in Joint Venture brings our cities the opportunity to share in projects and activities that tap into the power of collaboration, reduce individual costs, and increase value for our members. We hope you will continue to participate and take advantage of those opportunities.

Sincerely,



Russell Hancock
President & CEO

Copy: Brandi de Garmeaux, Sustainability Coordinator



May 25, 2012

Angela Howard, Town Manager
 Town of Portola Valley
 765 Portola Road
 Portola Valley, CA 94028

Dear Ms. Howard,

I know that you are in the thick of budgeting processes. The news is full of the tough budget choices that public agencies everywhere have to make. We hope that you continue to see the value of PCRC's services, and that you will make the choice to continue to contract with us. Because we know the financial constraints cities are facing, **we have not raised our contract fees for 3 years.** This year we are asking those cities who can for a 5% cola increase.

When state, county and city services are being reduced or restructured, PCRC is needed in the community more than ever. **PCRC's services alleviate the costs of lawsuits, police responses, and many types of calls for city services** such as code enforcement and planning. We help relieve the burden on your already strained resources.

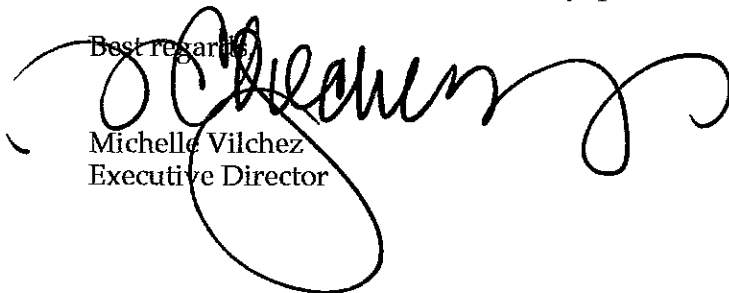
A few examples:

- A neighborhood dispute can lead to multiple complaints to city staff and elected officials. A referral to PCRC can help create resolution and no more calls to city hall.
- PCRC has trained over 100 public employees in facilitative leadership skills. 90% said that the information was applicable to their work. These staff will be more able to manage situations before they become HR problems.
- PCRC facilitators helped a city gather input about community priorities that will inform the City Council's budgeting process.

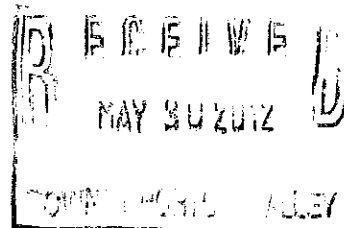
I believe that PCRC's services truly make a difference in our community, and I've seen it first hand. Working hand-in-hand with local government, we are making our neighborhoods safer, stronger and more resilient. I hope you will continue to be PCRC's partner. **A 2012-2013 proposed contract is enclosed. Please let me know if you will renew by June 1, 2012.**

Please feel free to contact me with any questions.

Best regards,



Michelle Vilchez
 Executive Director





Peninsula Conflict Resolution Center
Empowering people. Building relationships. Reducing violence.

Agreement for the Provision of Community Mediation Services

The Peninsula Conflict Resolution Center (PCRC), a 501(c)(3) public benefit corporation, wishes to provide conflict resolution services for the **Town of Portola Valley(City)**.

The Peninsula Conflict Resolution Center is an independent contractor, organized in accordance with the laws of California and is capable of performing the conflict resolution services described in this agreement.

PCRC and Portola Valley agree as follows:

1. **SERVICES.** The PCRC shall provide the services described in Exhibit A, attached to and made a part of this agreement.
2. **FUNDING.** Funding by the City shall be in advance and shall be \$1365. PCRC shall provide documentation to specify how the funds requested shall be spent, including such details as the City deems appropriate. Additional documentation may be requested by the City.
3. **CONTRACT TERM.** This contract shall commence on July 1, 2012 and shall terminate on June 30, 2013 unless terminated before that time, as described in Paragraph 6 of this agreement.
4. **PROGRAM REPORTS.** A performance report shall be submitted to the City on a quarterly basis. This report shall include a description of all program activity related to this contract for the particular quarter.
5. **BREACH OF CONTRACT.** The City reserves the right to waive any and all breaches of this contract, any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event the City chooses to waive a particular breach of this contract, it may condition said waiver on payment by PCRC of actual damages occasioned by such breach of contract. PCRC shall make every effort to resolve the breach quickly and amicably.
6. **TERMINATION.** In the event the PCRC is unable to fulfill its responsibilities under this contract for any reason whatsoever, including circumstances beyond its control, the City may terminate this contract. Either party to this agreement may terminate this contract without cause by giving 10 days written notice to the other party. If the contract is terminated, PCRC shall return a prorated amount of funding to the City.
7. **INTEREST OF PUBLIC OFFICIALS.** No members, officer or employee or agents of the City, no member of the City Council, and no other public official exercising any function or responsibility with respect to this program during his/her tenure, shall have any interest, direct or indirect, in this contract or a related subcontract or the proceeds thereof.

- 8. **RELATIONSHIP OF PARTIES.** It is expressly understood that PCRC is an independent contractor and that no agency, employee or other relationship is intended to be or is established by this contract.
- 9. **INSPECTION OF PROGRAM.** It is understood that periodic review of PCRC's program may be necessary and the right to do so is reserved by the City.
- 10. **ASSIGNABILITY.** PCRC shall not assign in this agreement and shall not transfer any interest in the same, without the prior written consent of the City.
- 11. **HOLD HARMLESS AND INSURANCE.** PCRC agrees (1) to hold harmless and indemnify the City and its officers and employees from and against any and all claims, loss, liability, damage and expense arising from performance of this contract, including claims, loss, liability, damage and expense caused or claimed to be caused by passive negligence of the City or its officers or employees. (2) to defend (City), its officers or employees there-against; provided however that this provision does not apply to claims, loss, liability, damage or expense arising from (a) the sole negligence or willful misconduct of (City) or (b) the active negligence of (City).

General liability and automobile liability insurance shall provide the following minimum benefits: (1) general liability, including comprehensive form, personal injury, broad form property damage, contractual and premises/operation in limits of \$1,000,000. aggregate, bodily injury and property damage combined; (2) automobile liability in limits of \$1,000,000, bodily injury and property damage combined. Additionally, workers compensation insurance in at least the minimum statutory amounts shall be maintained. All liability insurance policies shall specify (City), its elective and appointed boards, commissions, officers, agents and employees as additional insureds. A certificate of insurance shall be provided to (City) prior to performance pursuant to this contract. It shall include policy endorsement verifying City's additional insured status. Further, any changes in insurance, required herein must be approved in writing by the City Attorney's Office.

12. **NONDISCRIMINATION.**

General: No person shall, on the basis of race, color, national origin, religious affiliation or non affiliation, marital status, medical condition, sex, age, handicap, sexual orientation or political affiliation be excluded from participation in, be denied the benefits or be subjected to discrimination, under this agreement.

Employment: PCRC shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluation and management relations, for all employees under this agreement. PCRC's personnel policies shall be made available to the City upon request.

- 13. **PROJECT REPRESENTATION.** PCRC and the City hereby designate the following agents to act as project representatives and receive all notices in the matters dealing with the performance of work, under this agreement.

PCRC: Michelle Vilchez, Executive Director

CITY: Angela Howard, Town Manager

- 14. **DISPUTE RESOLUTION.** In the event that differences relating to this contract, or to the relationship between the contracting parties, should arise during the term of this agreement, both parties will pursue resolution using an interest-based, non-adversarial approach and utilizing the services of a neutral third party mediator if direct negotiations are not successful.
- 15. **ADDITIONAL PROVISIONS.** Additional provisions, if any, are contained in Exhibit A, attached to this document.

In witness thereof, this agreement has been duly executed by the parties named above.

PENINSULA CONFLICT RESOLUTION CENTER
 1660 South Amphlett Blvd, Ste. 219
 San Mateo, CA 94402
 (650) 513-0330

By _____ Date _____
 Michelle Vilchez, Executive Director

Town of Portola Valley
 Angela Howard, Town Manager
 765 Portola Road
 Portola Valley, CA 94028

By _____ Date _____

EXHIBIT "A"

I. **What PCRC will provide**

Services to be provided to the Town of Portola Valley through this contract are described below.

A. **Information Services**

All of the services in this category are unlimited and free of charge.

- 1) **Information and Referral:** A resource person is available by telephone, to assist residents who have specific questions relating to a conflict. Through this conversation the resident may clarify issues of concern, be given specific information about common practices related to their issue of concern and receive a referral to an appropriate agency/resource.
- 2) **Information and Assistance:** A resource person assists the concerned caller to de-escalate feelings, clarify issues and underlying needs, develop possible solution options, and begin to design an approach to dispute resolution.
- 3) **Promotion of Use of Conflict Resolution Services:** PCRC staff and volunteers will make presentations and develop press releases and media coverage. PCRC will provide brochures and other printed materials to be kept in public areas where community members are likely to seek resource information.

B. **Mediation Services for Individuals**

Some services in this category have a modest fee (see below).

- 1) **One Party Assistance:** A resource person assists a party to a dispute to think through a conflict situation, including clarifying issues and interests of involved parties, exploring approaches to dealing with the situation and solution options and assisting with the selection of an approach to resolution.
- 2) **Conciliation:** Conciliation is the resolution of a conflict through the intervention of a neutral third party, without the disputing parties coming together in a face-to-face mediation. A case development process, involving contacts with both/all involved parties, is initiated and during that process, a resolution of concerns is achieved, to the satisfaction of the involved parties.
- 3) **Mediation:** Mediation through PCRC involves a face-to-face meeting between disputing parties. With the assistance of a panel of trained volunteer mediators, parties work through a non-adversarial problem solving process and attempt to develop a mutually acceptable resolution to the issues of concern. There is a two-fold focus: development of a satisfying and durable agreement and, when appropriate, the preservation of an effective relationship. If a mediation is scheduled, each party is asked to pay \$25.

Through this contract, the City is subsidizing the provision of private mediation services to those who reside or work in the City. These services assist with conflict situations between *individuals*. The types of conflicts may include: landlord/tenant disputes, issues between two neighbors (either owners or renters), consumer disputes, roommate problems, conflicts between friends, plus some domestic or family issues.

PCRC also provides mediation services in more complex situations that involve multiple parties and/or multiple issues. For example: workplace disputes; intra- or extra-organizational conflicts, multi-neighbor disputes or public controversies. See C. Additional Conflict Resolution Services.

C. Additional Conflict Resolution Services

If the City, residents or local organizations use the services described below, this contract provides a 10% discount off of PCRC's standard fee schedule (available upon request).

- 1) **Training:** PCRC offers orientations to city staff about the mediation program and its services as part of the basic contract. In addition, PCRC can train groups in theory and practice of interest-based conflict management, negotiation, communication, and facilitation skills. Training sessions are tailored to the particular needs of the group and have proven useful to city departments heads, front-line staff, commission members, workplace teams, community service providers as well as other groups.
- 2) **Conflict Assessment/Consultation:** PCRC can assist cities, as well as local community organizations and other groups, to assess specific conflict situations, analyze concerns of stakeholders and develop strategies for pro-active and interest based conflict resolution. The conflict assessment process usually involves PCRC contacting stakeholders to gather input and provide information about conflict resolution options. An assessment report can be prepared and provided to the client.
- 3) **Mediation Services for Complex Situations:** PCRC's staff and volunteers provide the same high quality of mediation services in multi-party, multi-issue, complex disputes as we do for individual disputes. This requires a more advanced level of mediation training and experience and more a more intensive preparation process.

Examples of complex mediation situations include: workplace conflict between supervisor and supervisee; workplace issues affecting a whole team; a neighborhood issue involving multiple households; a public controversy in which the City or other institution is involved.

- 4) **Conflict Resolution System Design:** PCRC assists organizations in building internal conflict resolution capacity, i.e. the development of policies and procedures for interest-based dispute prevention and early resolution. This service is tailored to the unique needs of the individual group, but is based on recognized and proven design principles.
- 5) **Design and facilitation of Community Forums, Public Conversations, Dialogues:** Through its Community Engagement and Facilitation Programs, PCRC has developed expertise in managing public discussions. Working with local representatives, PCRC assists with the design and facilitation for a wide variety of group sessions in which members of the public are encouraged to participate in dialogue about issues that affect the health and well-being of the community.
- 6) **Facilitation for Committees, Departments, Councils:** PCRC will assist with the design and facilitation of all types of meetings for elected, appointed and civic groups.

- D. **Administration of a Community Mediation Program:** In collaboration with the contracting city, PCRC will administer a mediation program responsive to the needs of the community. PCRC may solicit input from city staff about unique areas of concern to a city and appropriate approaches to program implementation, improvement and promotion.
- E. **Recruitment and training of community volunteers:** PCRC will develop and maintain a pool of trained volunteer mediators, case developers and facilitators to serve the conflict resolution needs of the community. These residents of local communities will become skillful in the interest-based approach to conflict resolution. PCRC volunteers complete a minimum of 25 hours of training, according to regulations that govern programs receiving support from the California Dispute Resolution Trust Fund.

PCRC also offers on-going skill development opportunities to volunteers to improve and enhance their conflict resolution skills. These volunteer will also serve as ambassadors in the community, promoting the ideas of interest-based conflict resolution.

II. What the Town of Portola Valley will provide:

- A. Funding in the amount of \$1365 for Fiscal Year 2012-13. This fee is full payment for the services defined above. Payments will be made upon receipt of invoice.
- B. Support for the program from city officers and staff members, demonstrated through public statements, publicity, and referrals through city departments.
- C. At least one article or ad placed in a city run publication to promote the use of PCRC services among residents and businesses in the city. A PCRC staff person is available to work with a city contact person to develop this material.
- D. Assistance in scheduling appointments for PCRC representatives to make outreach presentations to groups of city staff, civic organizations and other relevant groups.
- E. No cost use of city-controlled public meeting space, as needed and as available, for training sessions, meetings and mediations. This use will be subject to the existing rules and regulations that govern the use of these spaces.

III. Agreement by both parties, *in concept*:

Both PCRC and the City recognize that this is an ongoing program. If the Community Mediation Program meets the terms of this agreement to the City's satisfaction, and in the absence of unexpected financial constraints, it is expected that the City will consider funding the Community Mediation Program, on an annual basis, as negotiated between the two parties.



San Francisquito Watershed Project

A Project of Acterra: Action for a Healthy Planet



May 23, 2012

Nick Pegueros
Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

Dear Mr. Pegueros,

Acterra's Watershed Project has enjoyed a strong relationship with the Town of Portola Valley over the past several years. We have engaged many adults and students from the town in restoration projects in the PV area on Los Trancos, Corte Madera and Sausal Creeks. In 2008 we coordinated literally hundreds of volunteers in replanting after the daylighting of Sausal Creek at the town center, and have worked with volunteers to remove weeds, install additional native plants and spread mulch since that time.

We greatly appreciate the Town's support of the watershed project in past years. In FY 2011-2012 we had another successful year working with the Portola Valley community to promote the health and diversity of the Town's rich watershed resources. Volunteer activities in FY 2011-2012 included:

- Hosting four volunteer workdays at Sausal and Los Trancos Creeks.
- Engaging 56 volunteers for a total of 172 volunteer hours
- Planting 277 native plants and removing hundreds invasive weeds

In addition to volunteer activities, Acterra staff periodically conducts monitoring and weed removal activities at the town center. We look forward to building on these accomplishments in the coming year. In order to continue providing our services at current levels, I am writing to inquire whether the San Francisquito Watershed Project might be considered for funds to nonprofits under the community services section of the Town's budget for FY 2012 - 2013. Your support will help us to continue providing services to the Town and the greater San Francisquito watershed community.

Snapshots of Portola Valley Activities



Fall planting at the Town Center



Planting on the right bank



Castilleja students sheet mulching the path between performance lawn and native plant area



Castilleja weeding and doing some infill planting

Proposed Town Center Services

We propose to provide the following services to the Town at the Sausal Creek site:

- Re-vegetate bare areas with watershed-specific native plants.
- Reinstall native plants as needed to help maintain optimal plant density.

- Remove invasive species via public volunteer workdays and periodic maintenance visits by Acterra staff members.
- Assist town staff and/or contractors with plant identification to assure better quality control.
- Install plant identification signs if desired by the town.

Education and Outreach

One of the Watershed Project's primary functions is to raise awareness about the contributions of a healthy San Francisquito watershed to the quality of life on the Peninsula. Our volunteer workdays and creek walks have provided inspiring perspectives on the watershed for many Portola Valley residents and encouraged them to become active stewards. We also strive to serve as a clearinghouse of information about watershed function, issues, and characteristics. Every year we field queries from the community about topics ranging from pollution prevention to native plant and animal identification. To support homeowners in taking on watershed-friendly projects, we share best practices from our on-the-ground demonstration projects. One way we do this is to produce practical outreach materials on such topics as storm water management, bank stabilization and erosion repair, and landscaping with native plants. We distribute these materials free of charge.

Watershed Maintenance, Monitoring, and Restoration

We currently have two demonstration sites in town showing how native plants can be used in the riparian corridor to decrease erosion and reduce water pollution by providing a buffer against runoff. The Watershed Project has contributed plants and hundreds of hours of staff and volunteer labor to ensure the long-term success of this work. In addition to improving the condition of the resource, our workdays provide a key benefit in educating the community about the importance of preserving riparian habitat.

Another important habitat improvement effort in Portola Valley is our work to remove barriers to prime spawning and rearing habitat for steelhead on Los Trancos creek. We are working in cooperation with Stanford and the San Francisquito Creek Joint Powers Authority on projects to improve fish passage. We recently completed a revegetation project at the remodeled Felt Lake diversion dam along Arastradero Road and are working with Stanford on ongoing vegetation maintenance.

To help us continue serving Portola Valley, we are asking the Town for \$7,500 in financial assistance for FY 2012-13, the same as FY 2011-12. Your support will also create significant leverage to attract federal, state, and private dollars for additional work.

Please let me know if you have questions or would like further information about our projects. I can be reached at (650) 962-9876 x310 or arniet@acterra.org. Thank you again for your partnership, and we look forward to working with the Town in the coming year.

Sincerely,



Arnie Thompson
Director, San Francisquito Watershed Project



**Sustainable
San Mateo County**
Economy. Equity. Environment.

Dedicated to the long-term health and vitality of our region

(650) 638-2323 • Fax: (650) 361-1395 Page 112

177 Bovet Road, Sixth Floor, San Mateo, CA 94402

Email: advocate@sustainablesanmateo.org

Web: www.sustainablesanmateo.org

Founder

MARCIA PAGELS

May 31, 2012

BOARD OF DIRECTORS

BOARD CHAIR EMERITUS

RUTH PETERSON

CHAIR

WILLIAM SCHULTE

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WALTER RUZZO

AFSOON SHAHRDAR

PATRICK WOOLIEVER

Angela Howard, City Manager
Portola Valley
765 Portola Rd.
Portola Valley, CA 94028

Dear Mr. Howard,

Enclosed is our request for funding the 2013 ***Indicators for a Sustainable San Mateo County Report***. Every year, we ask all the cities, the county and the community college district to support this report on the basis that fact-based knowledge is required for government officials to make informed policy decisions (***what gets measured gets managed***). If your city were to compile this document on your own, it would cost many thousands of dollars in consultant's fees, but with Sustainable San Mateo County you get the full benefits of an expensive consultant at a fraction of the cost. Many City Managers and Council members have told us of its value and usefulness in helping them do their job. Robert Gottschalk, City of Millbrae Council Member, has said of the report: ***"When I first entered public office ten years ago, I asked Supervisor Mark Church where to find good information on the County...he handed me the Indicators Report."***

ADVISORY COUNCIL

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ARTHUR LLOYD

THERESA LYNGSO

DOUG MCGLASHAN

RICKI MCGLASHAN

CLEM MOLONY

MARK MOULTON

Also enclosed is a copy of the 16th edition report which features the following highlights & changes:

- **A separate, full color 8-page Summary of the Report**
- **Trends for each indicator in the Executive Summary, represented graphically (pages 8-11)**
- **Multi-page Key Indicator devoted to Community Health in all of its aspects**
- **At a Glance Summary Comparisons for the Cities and the County (pages 60-62)**
- **GIS (Geographic Information System) maps (pages 12, 24, 34, 44, 63)**
- **Featured local initiatives to help turn Indicators into action (blue boxes throughout)**

We'd like to thank all the cities and the county who supported us for the 2012 Report. They are listed on the back cover of the report. Continuing financial support is essential for maintaining our proud tradition of publishing the Indicators Report annually as a service to our community. We act as your unofficial consultant.

We know that the economic downturn has affected us all, so we are asking you only for the **basic contribution of \$3,000**, an amount that represents only a fraction of the cost to produce and distribute the full report. This amount has not changed over the past 4 years. Enclosed is a formal proposal for funding the Report and an invoice to assist with streamlining the process.

We look forward to hearing from you.

Sincerely,

Adrienne Etherton
Executive Director

cc: Mayor Maryann Moise Derwin



May 31, 2012

Angela Howard, City Manager
765 Portola Rd.
Portola Valley, CA 94028

<p>Request for Support Portola Valley <i>Indicators for a Sustainable San Mateo County, 2013 Report Card</i> Amount Requested: \$3000.00</p>	<p>Sustainable San Mateo County 177 Bovet Road, 6th Floor San Mateo, CA 94402 Contact: Adrienne Etherton, Executive Director Ph: 650-638-2323 Email: adrienne@sustainableanmateo.org</p>
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SSMC is requesting \$3000 from Portola Valley to support research and production of the 2013 Indicators for a Sustainable San Mateo County Report. Your financial support will also aid our online website (www.sustainabilityhub.net) which compliments the Indicators Report.

The Indicators Report is SSMC's core program. **The annual Report includes over 30 indicators of the County's quality of life (43 in 2012!)** such as economic trends, community health, unemployment, poverty, land use, transportation, housing affordability, per pupil funding, water quality, and others. The Report compiles many interdependent issues into a **single source for decision-makers** and citizens to monitor progress toward or away from sustainability in any given area.

Benefits to Your Organization

1. The Indicators Report is the **only comprehensive report** in San Mateo County that evaluates the health of the county and its cities in terms of sustainability.
2. The report and our new summary document **provide a means for city officials to make educated decisions** when considering sustainable policies – what gets measured, gets managed.
3. The Report is **distributed throughout the county** to governments, chambers, businesses, SAMCAR, SAMCEDA, libraries, citizens and others. There is also an on-line version at www.sustainableanmateo.org.
4. **A report from all the peninsula cities and the county is included**, featuring a basic profile and allowing each city or town to highlight their sustainability efforts. **New “At a Glance” matrices provide quick data references and comparisons to other jurisdictions.**

5. The report and summary are **great resources for local businesses and business groups** to distribute to their clientele. Real estate agents, recruiters, and other business people use the Indicators Report to show why San Mateo County and its cities and towns are great places to live and work.
6. In addition to working with all the individual cities to gather data for the Report, **data is provided by many partner agencies and organizations** including BAWSCA, County Department of Health, Housing Leadership Council, SamTrans, Child Care Coordinating Council, and the Workforce Investment Board. This collaboration keeps the Report both timely and relevant, creates unity of message, and assures the accuracy of the data.

All donated funds for the Indicator Report will support:

1. The part-time Project Coordinator who manages the production of the Indicators Report and maintains the Sustainability Hub website.
2. Administrative support associated with the Indicators Report.
3. Printing and mailing the report and summary.
4. Publicity for the report, including a Launch event and presentations to groups all over the county.

Organizational Overview

SSMC is a non-profit, 501(c)3 public benefit corporation, staffed primarily by volunteers who participate in our committees and serve on our Board of Directors, and who help research, write, edit, and layout our Indicators Report. SSMC has a small staff which includes an Indicators Project Coordinator who manages the production of the Indicators Report and maintains the Sustainability Hub.



INVOICE

May 31, 2012

Angela Howard, City Manager
765 Portola Rd.
Portola Valley, CA 94028

Contribution for the Publication of: <i>Indicators for a Sustainable San Mateo County, 2013 Report Card:</i>	\$3000.00
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Thank You

Sustainable San Mateo County (SSMC) is a 501(c)(3) California public benefit corporation. Contributions are tax deductible. SSSMC's federal tax identification number is 48-1265207.

Please make your check payable to *Sustainable San Mateo County* and send to:
Sustainable San Mateo County
177 Bovet Road, 6th Floor
San Mateo, CA 94402



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Stacie Nerdahl, Acting Administrative Services Director

DATE: June 27, 2012

RE: **Revisions to Town's Investment Policy**

Recommendation:

Adopt the attached resolution (Attachment "A") accepting the revised Investment Policy for the fiscal year 2012-13.

Discussion:

Per California Government Code (CGC) Section 53646 and California Debt and Investment Advisory Commission (CDIAC) requirements, it is necessary for the Council to review and accept the Town's Investment Policy on an annual basis.

At its June 5 meeting, the members of the Finance Committee reviewed the Town's investment policy and recommended three revisions. Their proposed revisions and rationales are attached to this report (Attachment "B"). Staff has reviewed these revisions and concurs with the committee's recommendations.

Attachments:

- A. Resolution
- B. Investment Policy with Proposed Revisions

Approved: Nick Pegueros, Town Manager *N.P.*

RESOLUTION NO. _____-2012

**RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY ADOPTING
A REVISED TOWN INVESTMENT POLICY**

WHEREAS, the Town Council of the Town of Portola Valley (“Town”) has adopted the attached Investment Policy on December 10, 2003;

WHEREAS, on June 5, 2012, the Finance Committee reviewed the Town’s Investment Policy and recommended three revisions; and

WHEREAS, the Town Council reviewed the revisions and the accompanying rationale attached hereto as Attachment B and desires to adopt the Investment Policy as revised in its entirety as the official investment policy of the Town;

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

The Town Council for the Town of Portola Valley hereby approves and accepts the Investment Policy as revised as the official Investment Policy of the Town.

PASSED AND ADOPTED this 27th day of June, 2012.

By: _____
Mayor

ATTEST:

Town Clerk



Town of Portola Valley Investment Policy

Originally Adopted: December 10, 2003

Revised: June 27, 2012

1.0 MISSION STATEMENT

It is the policy of the Town of Portola Valley to invest public funds in a manner which will provide the maximum security with best investment returns, while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

This investment policy applies to all financial assets of the Town of Portola Valley. These funds are audited annually and accounted for in the Financial Statements. Funds include the General Fund, Special Revenue and Restricted Funds, Trust Funds and any other Town Funds or funds held for the exclusive benefit of the Town of Portola Valley and under the direction of Town of Portola Valley officials. [Rationale: Securities that had been donated in February, 2008 for the benefit of the Town of Portola Valley were not managed in accordance with the existing Investment Policy. Instead, a single large, concentrated holding of a risky equity security (CAMAC Energy Inc.) was held for several years without adequate diversification or safety, in accordance with the Investment Policy. This addition will clarify that such securities would need to be managed in accordance with the Policy.]

2.1 Pooling of Funds Except for cash in certain restricted funds, the Town will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

3.0 OBJECTIVES

In order of priority, the primary objectives of the investment activities shall be:

- 3.1 Safety** Safety of the principal is the foremost objective of the investment program. Investments of the Town shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- 3.2 Liquidity** The investment portfolio will remain sufficiently liquid to enable the Town of Portola Valley to meet all operating requirements that might be reasonably anticipated.
- 3.3 Total Return** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary

importance compared to the safety and liquidity objectives described above.

4.0 STANDARDS OF CARE

- 4.1 Prudence** Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence and discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used shall be the “prudent investor” standard (California Government Code 53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s risk or market price changes, provided deviations from expectation are reported in a timely fashion and appropriate action is taken to control adverse developments.
- 4.2 Delegation of Authority** Authority to manage the investment program is derived from California Government Code (CGC) 53600/1, et seq. Management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish procedures and operate the investment program consistent with this investment policy. Procedures may include, but not be limited to, references to: safekeeping, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.
- 4.3 Ethics and Conflict of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

5.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Treasurer may select any financial institution/broker/dealer selected by credit worthiness that is authorized to provide investment services in the State of California. For broker/dealers of government securities and other investments, the Treasurer shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission and the National Association of Securities Dealers.

6.0 AUTHORIZED INVESTMENTS

6.1 Investment Types The Town of Portola Valley is empowered by CGC 53601 et seq. to invest in the following:

- Local Agency Investment Fund (LAIF), a special fund of the State Treasury in which local agencies are allowed to pool their funds for investment purposes up to a maximum of \$40 million. LAIF will have its own investment policy that will differ from the Town.
- ▪ ~~Bonds issued by the Town of Portola Valley.~~ [Rationale: Any single bond holding, other than Treasury securities, is subject to more risk than a diversified bond portfolio. In times of financial distress or a financial emergency in the Town of Portola Valley, the bonds issued by the Town are likely themselves to be subject to higher price risk or credit downgrade at a time when safety of principal is most needed.]
- United States Treasury Bills, Notes and Bonds, or mutual funds or exchange traded funds holding 80% or more of its total investments in these security types.
- Pools and other investment structures incorporating investments permitted in CGC 53601 and 53635, such as Local Government Investment Pools sponsored by Counties and Joint Powers Authorities. These entities may have their own investment policy that will differ from that of the Town.
- Negotiable Certificates of Deposit issued by federally or state chartered banks or associations. No more than 30% of surplus funds can be invested in certificates of deposit.

Investment in derivatives of the above instruments shall require authorization by the Town Council. Any concentrated equity or bond holding (including any private note held by the Town), however obtained, must be sold and converted into approved investments as quickly as practicable, considering market liquidity and trading restrictions on such securities. [Rationale: A single 100,000 share holding of CAMAC Energy Inc. donated for the Town's benefit in February, 2008, was held long after market liquidity and adequate "float" allowed the sale to safer, approved investment options. Several hundreds of thousands of dollars of value was lost during this period.]

6.2 Collateralization All certificates of deposit must be collateralized by U.S. Treasury obligations held by a third party with whom the Town has a current written custodial agreement. The Treasurer may waive this requirement up to the amount already insured by federal or state deposit insurance (FDIC).

7.0 APPROVAL AND REVISION

The Investment Policy shall be adopted by resolution of the Town of Portola Valley. The Policy will be reviewed as part of the annual budget process with any amendments to be approved by the Council.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Nick Pegueros, Town Manager *N.P.*

DATE: June 27, 2012

RE: **Agreement for Management and Administrative Services**

Recommendation

Adopt the attached resolution authorizing the Mayor to execute an agreement with Regional Government Services (RGS) for Management and Administrative Services.

Discussion

Subsequent to the Interim Staffing Plan memorandum dated May 18, 2012, I have identified RGS as a suitable firm to provide staff for the Interim Planning Department Manager position. The contract with RGS is expected to last for six months or until such time as a full recruitment identifies the candidate best suited for the permanent hire. Town Council approval of the attached resolution to execute the necessary agreement with RGS is recommended.

Fiscal Impact

The cost incurred by the Town under this contract is estimated at \$10,000 per month with a billable hour for the Interim Planning Department Manager of \$66.50. The estimated cost is slightly less than the proposed 2012-13 salary and benefits budget for the Planning Department Manager.

Attachments

1. Resolution
2. Agreement for Management and Administrative Services

RESOLUTION NO. _____-2012

**RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AN AGREEMENT
FOR ADMINISTRATIVE AND MANAGEMENT SERVICES
BETWEEN THE TOWN OF PORTOLA VALLEY AND
REGIONAL GOVERNMENT SERVICES AUTHORITY**

WHEREAS, the Town of Portola Valley (“Town”) desires to contract with Regional Government Services Authority for the provision of an Interim Planning Department Manager; and

WHEREAS, the Town Council of the Town of Portola Valley has read and considered the Agreement for Management and Administrative Services (“Agreement”) between the Town and Regional Government Services Authority.

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

1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement as described above.
2. The Town of Portola Valley hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and Regional Government Services Authority.

PASSED AND ADOPTED this 27th day of June, 2012.

By: _____
Maryann Moise Derwin, Mayor

ATTEST:

Sharon Hanlon, Town Clerk



Email: RAverett@rgs.ca.gov
PO Box 1350
Carmel Valley, CA 93924

Business: 831/308-1508
Fax: 831/308-1509

Email: JBower@rgs.ca.gov
PO Box 1077
Camarillo, CA 93011-1077

AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services (“Agreement”) is made and entered into as of the 13th day of June 2012, by and between the **Town of Portola Valley**, a municipal agency (“AGENCY”), and **Regional Government Services Authority (RGS)**, a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That AGENCY desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to AGENCY; and
- C. That AGENCY has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class

manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

- 1.2 Assignment of Personnel.** RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AGENCY, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS's Executive Director will notify AGENCY's Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on Exhibit A.
- 1.3 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS's obligations hereunder in Exhibit A.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. AGENCY has the sole discretion to determine if the services performed by RGS are satisfactory to the AGENCY, which determination shall be made in good faith. If the AGENCY determines that the services performed by RGS are not satisfactory, the AGENCY may terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of AGENCY on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to AGENCY is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of AGENCY. AGENCY and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the AGENCY. AGENCY shall have the right to control RGS only insofar as the

results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

- 5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by AGENCY. Key RGS staff who will provide services to the AGENCY are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the AGENCY. The Executive Director will consult with AGENCY on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of AGENCY.
- 5.3 AGENCY shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in Exhibit A.
- 5.4 AGENCY shall not have any right to discharge any employee of RGS from employment.
- 5.5 RGS shall, at its sole expense, supply for its employees providing services to AGENCY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide AGENCY with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to AGENCY of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the AGENCY. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to AGENCY. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the AGENCY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a AGENCY officer, agent or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. AGENCY and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to AGENCY or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the AGENCY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the AGENCY shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the AGENCY.

6.3 Professional Liability Insurance. Upon written request of AGENCY, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

- 6.3.1** Any deductible or self-insured retention shall not exceed \$1,000 per claim.
- 6.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.
- 6.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The AGENCY shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the AGENCY prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

- 6.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 6.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish AGENCY with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 6.4.3 Subcontractors.** RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The AGENCY may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the AGENCY'S interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to and obtain the approval of AGENCY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of AGENCY'S Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to AGENCY, its officers, employees, agents, and volunteers. The AGENCY'S Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to AGENCY at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies AGENCY may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, AGENCY may, at its sole option exercise any of the following remedies, which are alternatives to other remedies AGENCY may have and are not the exclusive remedy for RGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order RGS to stop work under this Agreement or withhold any payment that becomes due hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which AGENCY is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** RGS represents and warrants to AGENCY that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this agreement. RGS represents and warrants to AGENCY that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the AGENCY. RGS hereby agrees to deliver those documents to the AGENCY upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the AGENCY and are not necessarily suitable for any future or other use.

8.2 Confidential Information. RGS shall hold any confidential information received from AGENCY in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to AGENCY. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to AGENCY past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. AGENCY shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS's Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the AGENCY under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the AGENCY. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of the AGENCY, for a period of 3 years after final payment under the Agreement.

Section 8. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 9. Amendments. This Agreement may be amended or modified only by

written agreement signed by both Parties.

Section 10. Validity The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 11. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 12. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 13. Employment Offers to Our Staff. During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of the party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100% of the solicited person's annual total compensation.

Section 14. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 15. Indemnity

15.1 RGS's indemnity obligations. RGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against AGENCY which premises AGENCY'S liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or

- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to AGENCY, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which AGENCY may be required to pay.

- 15.2 AGENCY'S indemnity obligations.** AGENCY shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with AGENCY, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of AGENCY'S actions as a governmental entity. Thus, AGENCY shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; and
- c. where a AGENCY employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever AGENCY owes a duty hereunder to indemnify RGS, its employees or agents, AGENCY further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services she has provided under this Agreement.

Section 16. Notices. All notices required by this Agreement shall be given to AGENCY and RGS in writing, by first class mail, postage prepaid, addressed as follows:

AGENCY: Town of Portola Valley
Town Manager
765 Portola Road
Portola Valley, CA 94028

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____, 2012 **TOWN OF PORTOLA VALLEY**

By: _____
Nick Pegueros

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
Town Attorney

DATED: June 15, 2012 **REGIONAL GOVERNMENT SERVICES**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 6/15, 2012 By: 
~~Sky Woodruff~~, Authority Counsel
Stephen Muzio

EXHIBIT A SCOPE OF SERVICES

RGS shall assign an RGS employee or employees to serve as the AGENCY's Planning Manager which position requires performing the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the AGENCY job description(s) for this/these position(s).
- Perform related work as required.

Such employee(s) may perform services at the AGENCY offices available in Portola Valley or at other locations.

RGS will provide Planning Manager services for up to one year from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

COMPENSATION

1. **Fees.** The AGENCY agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

RGS and AGENCY acknowledge and agree that compensation paid by AGENCY to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost.** The AGENCY shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the AGENCY when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the next month's services. Invoices shall be sent approximately 30 days in advance of the month

for which they are due and shall be delinquent if not paid within 20 days of receipt. After the initial invoices, future invoices will include both estimated charges for the succeeding month as well as true-up adjustments for prior period estimates versus actual expenses. The estimated payment for the next month must be received prior to the beginning of the month for which service is to be provided. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the AGENCY fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the AGENCY agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

4. **Hiring RGS Employees.** Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the AGENCY or has been assigned to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Payment Address. All payments due RGS shall be paid to:

RGS
C/O McGilloway & Ray Accounting and Consulting
2511 Garden Road, Suite A-180
Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
Steve Padovan	Planning Manager	\$66.50

The start date for the services to be performed is July 9, 2012 or later, and this agreement is anticipated to remain in force through December 31, 2013.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Sandy Sloan, Town Attorney

DATE: June 8, 2012

RE: REIMBURSEMENT POLICY & ETHICS TRAINING

RECOMMENDATION: Decide whether members of the Planning Commission and the Architectural & Site Control Commission (ASCC) should continue to be eligible to receive reimbursements and, therefore, come under the requirements of AB 1234 regarding ethics training or revise the Town's Reimbursement Policy such that Planning Commission and ASCC members are no longer eligible to receive reimbursements and, therefore, do not need to satisfy the ethics training requirements of AB 1234.

BACKGROUND: If a local agency provides any type of compensation or provides reimbursement for expenses incurred by a member of a legislative body in the performance of official duties, then the local officials of that body shall receive two hours of ethics training every two years. (Govt. Code §53235) Legislative bodies include commissions and committees and a local agency official is any member of a legislative body. (Govt. Code §§54952 and 52324) Therefore, Planning Commission and ASCC members are local agency officials on a legislative body that, if entitled to receive reimbursement, must satisfy the ethics training requirements, along with the Town Council.

Although in the past, the Town had rarely reimbursed any officials for expenses, in 2006, the Town Council adopted a Reimbursement Policy for Local Officials. A copy of the Reimbursement Policy is attached. The Town Attorney's office has confirmed with Town staff that since that time no Planning Commission or ASCC member has sought reimbursement. Nevertheless, because the policy is in place and makes no distinction between the Town Council and other legislative bodies, it applies to the Planning Commission and ASCC and entitles them as local officials to reimbursement. Therefore, Planning Commission and ASCC members must take two hours of ethics training every two years.

It has not been easy to motivate all Planning Commission and ASCC members to complete the ethics training, and so I thought the Council should consider whether to still allow reimbursement and require the ethics training or discontinue the opportunity for reimbursement and not require the training.

Attachment: Reimbursement Policy for Local Officials

cc: Town Manager



Town of Portola Valley

Reimbursement Policy for Local Officials

May 24, 2006

NOTE: Per California law effective January 1, 2006, all local officials who receive reimbursement of expenses are required to receive two hours of ethics training every two years. The training must cover both ethics laws and ethics principles. The Town Clerk provides assistance in identifying a number of options for complying with this requirement and will also ensure that all Council and Commission Members are in compliance.

Authorized Expenses

Town funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized Town business. The following types of expenses generally constitute authorized expenses, as long as the other requirements of this policy are met:

1. Communicating with representatives of local, regional, state and national government on Town adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in local, regional, state and national organizations whose activities affect the Town's interests;
4. Recognizing service to the Town (for example, thanking a long-time employee with a retirement gift or celebration of nominal value and cost);
5. Attending Town events;
6. Attending a charitable event for the Portola Valley School District; and
7. Travel within the Town attending to Town business.

As an example, attendance at meetings and events of the following organizations are considered important in representing the Town's interests and hearing, learning about and sharing the far-reaching concerns of the community:

- Association of Bay Area Governments (ABAG)
- California Legislature
- City/County Association of Governments (C/CAG)
- Cities Selection Committee
- Council of Cities (Council of Mayors)
- League of California Cities, both Peninsula Division and State
- SAMCEDA

All other expenditures require prior Town Council approval. The following expenses also require prior Town Council approval:

1. International and out-of-state travel;
2. Expenses which exceed the annual budget established by the Town Council for education and training.

Examples of expenses that the Town will not reimburse include, but are not limited to:

1. The non-business extension of any trip;
2. Political contributions or events;
3. Family expenses, including partner's expenses when accompanying an official on agency-related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events;
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
6. Personal losses incurred while on Town business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Town Council before the expense is incurred.

Cost Control

To conserve Town resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by the Town will be limited to the cost of the most economical, direct, efficient and reasonable transportation form.

Automobile mileage is reimbursable at Internal Revenue Services rates presently in effect (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Lodging

Lodging costs will be reimbursed or paid for when travel on official Town business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging costs should not exceed the group rate published by the conference sponsor for the meeting in question. For overnight stays in other contexts, costs will be reimbursed at Internal Revenue Service per diem rates for lodging, which include adjustments for higher cost locations. (See Publication 1542 at www.irs.gov or www.policyworks.gov/perdiem. The site also has references to hotels that have government rates at or below Internal Revenue Service per diem limits.)

Meals

Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. A helpful source of guidance is Internal Revenue Service per diem rates for meals and incidental expenses, which include adjustments for higher cost locations (see Publication 1542 at www.irs.gov or www.policyworks.gov/perdiem).

Parking

Parking costs will be reimbursed only if no free parking is available within two (2) blocks of an event or if an official is disabled.

Telephone/Fax/Cellular

Officials will be reimbursed for actual telephone and fax expenses incurred on Town business. Telephone bills should identify which calls were made on Town business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

Cash Advance Policy

From time to time, it may be necessary for an official to request a cash advance or payment directly to the host of an event or cover anticipated expenses while traveling or doing business on the Town's behalf. Such request for an advance should be submitted to the Town Manager at **least three (3) days** prior to the need for the advance with the following information:

- The purpose of the expenditure(s);
- The benefits of such expenditure(s) to the residents of the Town;
- The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
- The dates of the expenditure(s).

Any unused advance must be returned to the Town Manager within five (5) days of the official's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

Expense Report Content and Submission Deadline

Expense reports must document that the expense in question met the requirements of the policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed, and how those relate to the Town's adopted legislative positions and priorities.

Officials must submit their expense reports within thirty (30) days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

Audits of Expense Reports

All expenses are subject to verification of compliance with this policy.

Reports to Governing Board

At the first Town Council meeting or meeting of the commission after the official has attended a reimbursable event, the official shall briefly report on meetings attended at Town expense. If multiple officials attended, a join report may be made.

Compliance with Laws

Town officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other laws.

Violations of This Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the Town, 3) the Town's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Nick Pegueros, Town Manager *N.P.*

DATE: June 27, 2012

RE: **Proposed Cancellation of July 11th and August 22nd Council Meetings**

I recommend that the Council consider cancelling its regularly scheduled meetings on July 11 and August 22, 2012. The July 11th meeting can be cancelled due to a lack of agenda items for Council consideration. The Council should also consider cancelling the August 22nd meeting due to the potential that more than two Council members will not be able to attend the meeting as the consequence of travel plans.

Advance notice of the meeting cancellations will allow committees, the public, and staff the opportunity to plan accordingly.

#10

There are no written materials for this agenda item.

#11

There are no written materials for this agenda item.

TOWN COUNCIL WEEKLY DIGEST

Friday – June 22, 2012

- 1. Agenda – ASCC – Monday, June 25, 2012
- 2. Agenda – Conservation Committee – Tuesday, June 26, 2012
- 3. Issued Building Permit Activity: May 2012
- 4. E-mail to Town Council from Sharon Driscoll, Chair of Teen Committee, requesting transfer of net proceeds to Open Space Acquisition Fund – June 19, 2012
- 5. Memo from Town Manager, Nick Pegueros re: – Weekly Update – June 22, 2012

Attached Separates (Council Only)

- 1. Cal Chamber Alert, Volume 38, Number 18 – June 8, 2012
- 2. “Municipal Service Review and Sphere Update for the San Mateo County Mosquito & Vector Control District” – LAFCO, June 12, 2012
- 3. Press Release SMC Mosquito & Vector Control District “First Dead Bird Tests Positive for West Nile Virus in San Mateo County” – June 21, 2012
- 4. C&L Newsletter “Update on Public Law” - Spring 2012



**TOWN OF PORTOLA VALLEY
 ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
 Monday, June 25, 2012
Special Field Meeting (to take place AFTER regular meeting)
 7:30 PM – Regular ASCC Meeting
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028**

SPECIAL FIELD MEETING*

8:30 p.m (approximate time), 120 Golden Hills Drive Site meeting for the purpose of considering proposals for exterior lighting changes. Site meeting will also include visits to at least two other parcels, i.e., 938 Westridge Drive and 125 La Sandra Way to consider nighttime views of 120 Golden Hills Drive.

7:30 PM - REGULAR AGENDA*

1. Call to Order:
2. Roll Call: Breen, Clark, Hughes, Koch, Warr
3. Oral Communications:

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

4. Old Business:
 - a. Continued Consideration - Architectural Review For Residential Redevelopment, 274 Corte Madera Road, Byrne/Dickerson
 - b. Continuing Architectural Review For Changes To Original Exterior Lighting Plan, 120 Golden Hills Drive, Rubin
5. New Business:
 - a. Architectural Review For Garage Addition, 245 Cervantes Road, Choi
6. Approval of Minutes: June 11, 2012
7. Adjournment

*For more information on the projects to be considered by the ASCC at the Special Field and Regular meetings, as well as the scope of reviews and actions tentatively anticipated, please contact Carol Borck in the Planning Department at Portola Valley Town Hall, 650-851-1700 ex. 211. Further, the start times for other than the first Special Field meeting are tentative and dependent on the actual time needed for the preceding Special Field meeting.

PROPERTY OWNER ATTENDANCE. The ASCC strongly encourages a property owner whose application is being heard by the ASCC to attend the ASCC meeting. Often issues arise that only

property owners can responsibly address. In such cases, if the property owner is not present it may be necessary to delay action until the property owner can meet with the ASCC.

WRITTEN MATERIALS. Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Technician at 650-851-1700, extension 211. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

PUBLIC HEARINGS

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

This Notice is Posted in Compliance with the Government Code of the State of California.

Date: June 22, 2012

CheyAnne Brown
Planning Technician



TOWN OF PORTOLA VALLEY
Conservation Committee
Tuesday, June 26, 2012 - 8:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of Minutes - May 22, 2012
4. A. Site Permits
 - 35 Valencia
- B. Tree Permits
 - Problem of trees down without permit
5. Old Business
 - A. Update Town Open Space parcel management/owners - Kearney Blue Oaks
 - B. Native Plant Garden at Town Center
 - C. Tip of the month - MP
 - D. Portola Road view shed task force - JM
 - E. Wildlife incentive garden program - MdS
 - F. Cooperative projects with other committees - Trails Committee JM - Open Space JB - ASCC JB
 - G. Flow of plans through town, indiv, CC, ASCC
 - H. Budget - line item for crew \$1500
6. New Business
 - A. Redwoods? Design tree ordinance
 - B. Spring Down eucalyptus regrowing
7. Action Plan
8. Announcements
9. Adjournment

Issued Building Permit Activity: May 2012

	Permits This Month	Permits FY 11-12 To Date	Total Valuation This Month	Total Valuation FY 11-12 To Date	Application Fees Collected This Month	Application Fees FY 11-12 To Date	Plan Check Fees Collected This Month	Plan Check Fees FY 11-12 To Date	Total Fees Collected FY 11-12	Total Fees Collected FY 10-11
New Residence	2	4	3,269,800	6,727,800	15,853.00	32,392.20	10,304.45	21,054.93	53,447.13	112,025.13
Commercial/Other	0	2	0	7,100	0.00	194.50	0.00	126.42	320.92	0.00
Additions	7	26	1,064,000	4,611,497	8,460.50	34,612.70	5,381.53	22,380.48	56,993.18	38,860.02
Second Units	2	7	424,000	1,204,000	3,241.90	9,252.40	2,117.24	6,024.07	15,276.47	12,929.33
Remodels	1	40	7,000	3,251,512	139.25	30,939.25	0.00	19,540.35	50,479.60	50,561.84
Pools	4	14	196,700	1,124,500	2,433.00	11,660.85	1,372.64	7,529.76	19,190.61	13,940.40
Stables	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Termite/Repairs	1	3	500	28,500	23.50	498.00	0.00	190.61	688.61	252.81
Signs	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
House Demos	0	5	0	0	0.00	500.00	0.00	0.00	500.00	700.00
Other	22	157	612,488	4,131,402	6,219.10	43,209.71	1,527.50	13,274.53	56,484.24	69,142.41
	39	258	5,574,488	21,086,311	36,370.25	163,259.61	20,703.36	90,121.15	253,380.76	298,411.94
Electrical	20	131	0	0	1,702.34	8,759.73	0.00	0.00	8,759.73	7,867.92
Plumbing	13	107	0	0	1,345.25	8,275.21	0.00	0.00	8,275.21	7,596.70
Mechanical	14	71	0	0	1,255.25	5,477.40	0.00	0.00	5,477.40	5,783.50
Total Permits	86	567	5,574,488	21,086,311	40,673.09	185,771.95	20,703.36	90,121.15	275,893.10	319,660.06

Stacie Nerdahl

From: Sharon Driscoll [mailto:sdriscoll@law.stanford.edu]
Sent: Tuesday, June 19, 2012 11:17 AM
To: TownCenter; John Richards
Cc: Sharon Hanlon; Sharon Driscoll
Subject: request to make a donation to PV Open Space fund from PV Teen Committee

Dear Members of the Town Council,

Can we please have permission to transfer proceeds from PV Teen events to the PV Open Space Fund?

Many thanks,

Sharon
Sharon Driscoll, Chair, PV Teen Committee



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: June 22, 2012
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended June 22, 2012.

1. **Town Center Baseball Field Improvements** – The safety improvement project to extend the outfield at the Town Center baseball field began this week and is on target to be wrapped up by June 29th. The project consists of relocating a path, extending the field and irrigation, and installing new sod.
2. **Old Schoolhouse Painting** – Please be advised that the Old Schoolhouse will receive a fresh coat of paint next week. Town staff worked with the Town Historian to select the appropriate color board. The repainting requires temporary closure of the Children's Playground at Town Center on Wednesday June 27th to Tuesday, July 3rd.
3. **Street Resurfacing Project On-Time & On-Budget** – The project is substantially complete and striping is scheduled to be complete by June 29th. Kudos to Howard for managing the project despite very late rains.
4. **Business License Renewals** – Staff sent the 2012-13 business license renewals forms to nearly 800 individuals and firms that conduct business in the Town. I'm pleased to announce that through a diligent effort by staff, CheyAnne in particular, 80% of the renewal notices will be sent by electronic mail (up from 50% last year). The year's renewal forms are now "fillable" allowing the user to easily type in their information rather than handwriting. [Click here to see the form.](#)

5. **Field Day at Town Center** – Each year in June, the American Radio Relay League sponsors an all-day event where amateur (H.A.M.) radio operators all over the United States set up stations "in the field" to demonstrate emergency communications throughout the country. This year's event is on Saturday, June 23 and the Town's Emergency Preparedness Committee will host the event at Town Center from 11 am to 5 pm. [Click here for more info here.](#)
6. **Hawthorns (Woods) Property** – As I reported at the 6/20 Council meeting, Councilmember Driscoll and I will meet with the MROSD Board President and General Manager to open discussions and outline a process for how our two agencies can collaborate on the property. The meeting will be in mid-September. [The MROSD's staff report on this matter can be accessed by clicking here.](#)
7. **Unwanted Mail and Phone Books** – In response to recent concerns raised on the PV Forum regarding yellow pages being dumped at mailboxes around Town, staff has investigated options for residents to put a stop to this wasteful practice. Brandi has identified a service used by several agencies to reduce unwanted mail and phone books called [Catalog Choice](#). Catalog Choice has both a free and paid service to help households manage their unwanted mail. Brandi is working to setup an account for the Town so that any PV residents using the service will be tracked (in aggregate) to monitor the number of trees, CO2 emissions, water, and solid waste saved by Town residents who make use of the Catalog Choice service. As soon as our account is established (expected by the second week of July) an announcement will be posted to the PV Forum.
8. **CAMAC Energy Inc. Stock Sale** – The Town's broker, Greg Quinlan of Morgan Stanley Smith Barney, has confirmed that the CAMAC's corporate counsel has issued an opinion that the stock is no longer restricted and may be sold. The stock is currently with the transfer agent who will verify all ducks are in order and then release the stock to the Town's broker. The broker currently has orders to sell all shares in a manner he deems most beneficial to the Town. CAMAC Energy Inc (CAK) closed at \$0.612 per share on June 21, 2012.