



TOWN OF PORTOLA VALLEY

7:30 PM – Regular Meeting of the Town Council
 Wednesday, July 24, 2013
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028

REGULAR MEETING AGENDA

7:30 PM – CALL TO ORDER AND ROLL CALL

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

ORAL COMMUNICATIONS

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

CONSENT AGENDA

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

- (1) **Approval of Minutes** – Regular Town Council Meeting of June 26, 2013 (3)
- (2) **Ratification of Warrant List** – July 10, 2013 (16)
- (3) **Approval of Warrant List** – July 24, 2013 (32)
- (4) **Recommendation by Public Works Director** – Notice of Completion for the Town of Portola Valley (45)
 2012/2013 Street Resurfacing Project #2012-PW01
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley to Accept the Completed 2012/2013 Street Resurfacing Project #2012-PW01 and Authorizing Final Payment to “Half Moon Bay Grading and Paving, Inc.” Concerning Such Work, and Directing the Town Clerk to File a Notice of Completion (Resolution No. __)
- (5) **Recommendation by Mayor** – Town Manager Employment Agreement (47)
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of Amendment No. 2 to the Town Manager Employment Agreement Between the Town of Portola Valley and Nicholas Pegueros (Resolution No. __)
- (6) **Recommendation by Administrative Services Manager** – Consultant Services Agreements Between the (50)
 Town of Portola Valley and
 - (a) CleanStreet for Street Sweeping Services
 - (b) Cotton, Shires & Associates, Inc. for Geologic Services
 - (c) CSG Consultants, Inc. for building Plan Review/Inspection Services
 - (d) Kutzmann and Associates, Inc. for Plan Review Services
 - (e) Nolte Associates, Inc. for Engineering Services
 - (f) Spangle Associates
- (7) **Recommendation by Town Clerk** – Adoption of a Resolution Appointing Director to ABAG PLAN Corporation (114)
 for the Town of Portola Valley
 - (a) Adoption a Resolution of the Town Council of the Town of Portola Valley Appointing Directors to Association of Bay Area Governments - Pooled Liability Assurance Network (ABAG-PLAN) Corporation on Behalf of the Town of Portola Valley (Resolution No. __)

REGULAR AGENDA

- (8) **Recommendation by Administrative Services Manager** – Revisions to the Community Hall Usage Policy (117)
- (9) **Report from Sustainability & Special Projects Manager** – Farmers’ Market Trial Period Findings and (143)
 Recommendation

(10) **Recommendation by Town Attorney** – Adoption of a Resolution Replacing the Resolution Regarding the UUT (180)
Ballot Measure Language

- (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Replacing the Resolution Giving Notice of the Holding of a General Municipal Election to be Held on November 5, 2013, for the Purpose of Submitting to the Voters of the Town of Portola Valley a Ballot Measure Authorizing the Extension of the Reduction in the Utility Users Tax (Resolution No. __)

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

(11) **Reports from Commission and Committee Liaisons** (185)

There are no written materials for this item.

(12) **Report from Cable and Utilities Undergrounding Committee** – Dedicated Revenue Source for (186)
Undergrounding Projects

WRITTEN COMMUNICATIONS

(13) **Town Council Weekly Digest** – June 28, 2013 (192)

(14) **Town Council Weekly Digest** – July 3, 2013 (214)

(15) **Town Council Weekly Digest** – July 12, 2013 (225)

(16) **Town Council Weekly Digest** – July 19, 2013 (234)

ADJOURNMENT

ASSISTANCE FOR PEOPLE WITH DISABILITIES

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

AVAILABILITY OF INFORMATION

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

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

PUBLIC HEARINGS

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

PORTOLA VALLEY TOWN COUNCIL REGULAR MEETING NO. 862 JUNE 26, 2013

Mayor Richards called the meeting to order at 7:30 p.m. and led the Pledge of Allegiance. Ms. Hanlon called the roll.

Present: Councilmembers Jeff Aalfs, Maryann Derwin and Ted Driscoll; Vice Mayor Ann Wengert, Mayor John Richards

Absent: None

Others: Nick Pegueros, Town Manager
Sharon Hanlon, Town Clerk
Sandy Sloan, Town Attorney

ORAL COMMUNICATIONS

Addressing the increasing problem of aircraft noise, Victor Schachter, Golden Hills Drive, said it's been established statistically that 183 flights flew over Portola Valley at less than 10,000 feet within a 24-hour period on Memorial Day at a constant stream at two- to three-minute intervals, so there was no pause between them. Of these flights, 142 arrived from airports around the world. This continued through June, he said; for example, on June 18, 13 flights per hour on average flew over Portola Valley from 7:00 p.m. to 1:45 a.m., with 18 flights between 11:00 p.m. and midnight, 18 flights between midnight and 1:00 a.m., and 10 flights in the 45-minute window from 1:00 a.m. to 1:45 a.m.

Mr. Schachter reviewed some comments from the PV Forum:

"I was not one bit surprised to be awakened around midnight by a series of unbelievably loud airplanes, three in a row, about one a minute, sounded like either private jets or military planes, and then two more that were clearly commercial flights flying at a very low altitude. It was so loud I had to shut all the doors and windows in our bedroom. We sold our house in Burlingame to come to the quiet community of Portola Valley."

Mr. Schachter said we are not an extended runway to the San Francisco Airport and his focus group will continue to press on. He happily reported that UPROAR group was represented at their last meeting. He said around 2005 UPROAR was the group that showed up with 200 people at Rep. Anna Eshoo's office and as a result an agreement was reached – which he said the FAA has denied ever existed – to the effect that these planes would be flying at a certain altitude. He said UPROAR has contacted some other community leaders in the area to keep them informed. He said they would press on with a political initiative with Rep. Eshoo. He also noted that Congresswoman Jackie Speier's representative has been to the SFO Airport Community Roundtable meetings and is now interested in joining with them. They also hope to get Sen. Dianne Feinstein involved.

According to Mr. Schachter, there is a rising community of voices from our community and our related communities, and they're also trying to contact people statewide. He said San Jose is also having an issue. He said they will press on in the political sphere and will continue to work with the Roundtable. He said at times his group is very alone in the process, but is building toward a critical mass in moving forward. He said they hope to go live with an internet access where the community can log on and the group can accumulate material to can distribute to political leaders and others. He said the combined voices will speak very loudly to Ms. Eshoo and Ms. Speier. He said they will get the ear of the FAA, but the FAA is stiff-arming in terms of responses that they've received formally and otherwise, so the needle continues to move at a very slow pace. He thanked the Council for their continued support.

In response to Councilmember Derwin, Mr. Schachter said he thought it was Brian Perkins, but would confirm the name. An extremely good listener, he said he found the statistics extremely credible and got their attention. He was clearly recommending to Ms. Speier that she get more heavily involved. He said they would first meet with Ms. Eshoo and then the FAA.

CONSENT AGENDA [7:35 p.m.]

- (1) Approval of Minutes: Town Council Regular Meeting of June 12, 2013 [removed from Consent Agenda]
- (2) Ratification of Warrant List: June 26, 2013 in the amount of \$ 300,413.54
- (3) Recommendation by Administrative Services Manager: Approval of Investment Policy
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Adopting Town Investment Policy (Resolution No. 2596-2013)
- (4) Recommendation by Administrative Services Manager: Approval of 2013-2014 Appropriations Limit
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Determining and Establishing the Appropriations Limit for 2013-2014 (Resolution No. 2597-2013)
- (5) Recommendation by Administrative Services Manager: 2013/2014 Woodside Highlands and Wayside II Road Maintenance District Tax Assessments
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the San Mateo County Controller to Apply the Special Tax for the Woodside Highlands Road Maintenance District to the 2012-13 Tax Roll and to Collect the Tax at the same time as General County Taxes (Resolution No. 2598-2013)
 - (b) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the San Mateo County Controller to Apply the Special Tax for the Wayside II Road Maintenance District to the 2013-14 Tax Roll and to Collect the Tax at the same time as the General County Taxes (Resolution No. 2599-2013)

By motion of the Council approved the Consent Agenda with the following roll call vote:

By motion of Councilmember Driscoll, seconded by Councilmember Aalfs, the Council approved the Consent Agenda Items 2 through 5 with the following roll call vote:

Aye: Councilmembers Aalfs, Derwin and Driscoll; Vice Mayor Wengert, Mayor Richards

No: None

- (1) Approval of Minutes: Regular Town Council Meeting of June 12, 2013

Councilmember Driscoll moved to approve the minutes of the June 12, 2013 Regular Town Council Meeting, as amended. Seconded by Vice Mayor Wengert, the motion carried 5-0.

REGULAR AGENDA

- (6) Public Hearing: Adoption of the Fiscal Year 2013-2014 Budget [7:38 p.m.]
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Adopting the Operating and Capital Budgets for Fiscal Year 2013-2014 (Resolution No. 2600-2013)

Mr. Pegueros highlighted some of the budget changes and covered new information received since the budget was printed. He pointed out that we again have an ever robust capital program, service levels, and employee comp changes. Since the last budget, we had included an anticipated reduction in the fees the Town will receive for rental of the Community Hall. He reminded the Council that an issue came out

earlier regarding private events at Community Hall, when staff decided to look further at that policy. He said that a recommendation from that evaluation to reduce the number of such private events would come to the Council in July 2013. If Council approves the recommendation, he said it would result in a reduction of revenue next year. To be conservative, he said he anticipated the lower revenue in the budget.

Mr. Pegueros also said that the San Mateo County Assessor has revised projected increases in property taxes from 3% to 6% for next year. He and Ms. Sloan would meet on July 1, 2013 with the County to talk about the recalculations, so the budget doesn't yet reflect the increased amount. He said they don't really know what the impact of the excess Educational Revenue Augmentation Fund (ERAF) reduction will be. The County initially expected no impact in FY 2013-14, and the budget was prepared with that assumption. While the increase definitely came as a welcome surprise, Mr. Pegueros cautioned that some minor issues may slightly temper the increase.

The Town's General Fund balance for a five-year period shows it is relatively stable with no significant increases expected for the upcoming year. With respect to the operating surplus, Mr. Pegueros reported a very solid trend of revenues exceeding expenditures. The major revenue assumptions include:

- Property taxes up 3%

The property tax revenues were higher this year because of a one-time repaying of the Proposition 1A loan, which was about \$137,000. The property tax assumptions include no loss of excess ERAF; however, that may be changing.

- Permit fees and user fees are up 2.5% largely due to the recently approved adjustment

Mr. Pegueros noted that the adjustment wouldn't go into full effect until August.

- \$40,000 in anticipated project chargebacks by in-house staff
- \$20,000 reduction for private parties

Overall, on the personnel side, salaries would increase by about 5%, mostly due to the upgrade of the Planning Manager to the Deputy Town Planner position, plus a 2.5% increase in the allowance for merit-based salaries (\$25,000). Pension costs for FY 2013-14 are stable, Mr. Pegueros said, but the Town must start planning for significant increases in future years. An increase of 10.7% for medical, dental and vision insurance costs is in the budget, as is the 11.5% increase in rates based on CalPERS projections. The budget also includes an auto allowance for the Public Works Director, and a 15% reduction in the Workers' Compensation insurance premium.

On the expenditures side, the budget doesn't include Blues & Barbecue, approximately \$5,000 total planned for 2014, but the actual event will not be in 2013. The election is \$14,000. There is a reduction in the contract planning services as part of the transition of Karen Kristiansson onto staff as Deputy Town Planner.

The most notable change in capital improvements is the street resurfacing program, which is larger than usual due to a federal grant. The Town's certified Housing Element makes Portola Valley eligible for these funds, Mr. Pegueros said.

Councilmember Aalfs asked whether there's any allowance for the Town's 50th Anniversary celebration. Mr. Pegueros said yes, that budgets for the Town Picnic and all events have increased to anticipate adjunct events. At this point, they don't know whether there would be a separate event or something planned in conjunction with another event.

Bill Urban, said that the Town has already introduced the cafeteria plan as a step toward containing the costs of health insurance, he said, but was unsure about how many people would opt out. If additional cost containment measures are necessary in the coming fiscal year, he asked what those might be. Mr. Pegueros said one of the concerns is that if we anticipate exceeding the budget, which we probably will due to the Affordable Care Act, the Town would have to make up for it somewhere. What would be on the table might be something similar to what other communities propose, such as a cap beyond which employees would pick up the excess. That hasn't been formalized just yet, he stressed, but it's also important to note that the proposed premium increases aren't yet firm, either. When they are, which should be within the next few weeks, he said he'd come back to the Council to specifically address this issue.

Mayor Richards opened the public hearing. There were no comments. [7:48 p.m.]

Councilmember Driscoll moved to approve the budget as amended. Seconded by Councilmember Aalfs seconded, the motion carried 5-0.

(7) Recommendation by Town Clerk – Calling of the 2013 Election and Giving Notice of an Election to Extend the Current Reduction in the Utility Users Tax [7:50 p.m.]

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the San Mateo County Controller to Apply the Special Tax for the Woodside Highlands Road Maintenance District to the 2012-13 Tax Roll and to Collect the Tax at the same time as General County Taxes (Resolution No. 2601-2013)

(b) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the San Mateo County Controller to Apply the Special Tax for the Wayside II Road Maintenance District to the 2013-14 Tax Roll and to Collect the Tax at the same time as the General County Taxes (Resolution No. 2602-2014)

Ms. Hanlon presented a resolution calling for the November 5, 2013 general municipal election, in which three Council seats are up for election due to expiring terms for Mayor Richards and Councilmembers Derwin and Driscoll. In another resolution, she said, voters also will decide whether to continue the reduced 4.5% Utility User Tax (UUT) for four more years (July 1, 2014 through June 30, 2018). If a majority of voters approves this ballot measure, the ordinance would take effect 10 days after the Council certifies the election. She confirmed Councilmember Driscoll's statement that if voters reject the proposal, the rate would go up effective July 1, 2014.

Councilmember Derwin asked if any residents had questioned why the idea of having a UUT at all isn't on the ballot. She said the layperson does not understand the connection with the appropriations limit. Mr. Pegueros said he has not received any questions or concerns. Vice Mayor Wengert suggested outreach to the community to let them know the election is coming up and what's on the ballot, because someone always comes forward saying they didn't know about something. Councilmember Driscoll suggested a PV Forum posting to alert the majority of the community. Ms. Hanlon opined that perhaps questions or concerns don't surface because people don't understand what's going on. She said maybe they think the UUT would be up again, not about whether they want a reduction. Councilmember Derwin said she's little nervous about it. Vice Mayor Wengert said it's never been very clear, and because people always discuss and debate the UUT, she wondered if they might develop a strategy to clarify it.

Mr. Pegueros attempted to summarize. He said the General Purpose UUT was established at 6.5% by ordinance of the Town Council. He said 1987 was the first time it was put on a ballot, and that authorization was for a four-year period ending June 30, 1992. In 1993, another ballot measure reduced the General Purpose UUT to 5.5%, with no expiration date specified. It was also in 1993 that the appropriations limit override for a four-year period was put on the ballot for the first time.

In response to a question, Ms. Hanlon said she thought that was the first time an override of the appropriations limit was necessary, because apparently the Town Manager at that time determined that the appropriations limit was going to be hit. Meanwhile, the 5.5% from 1993 remained on the books, Mr. Pegueros said, and then in 1997, a measure to establish a 2% UUT for open space was on the ballot.

In response to Councilmember Derwin, Mr. Pegueros said the 2% UUT for open space – like the 5.5% General Purpose UUT – had no sunset clause. A need for the appropriations limit override surfaced again in 1997, with overrides of the extensions approved in 2001 and 2005. Then in 2006, he said that in a special election voters approved a temporary reduction of the UUT to 4.5% (through to June 30, 2010). The 4.5% rate was renewed again in 2009, remains in force through 2014. Councilmember Driscoll recalled that 2006 reduction was proposed in an attempt to make it a more palatable measure by giving the voters a little bit of relief. Ms. Sloan said it was right after we found out the County hadn't been giving us our TEA-shift (Tax Equity Allocation) money.

Mr. Pegueros said the proposal before the Council tonight is to authorize the ballot measure for the temporary reduction to continue through 2018. If there is no action, the UUT would go back to 5.5% effective July 1, 2014. The Town Council discussed the appropriations limit calculations, which demonstrated no need for an override, at its meeting on June 12, 2013, and approved that on tonight's Consent Agenda.

Councilmember Derwin asked how one would go about challenging the UUT in general. Ms. Hanlon said they could draft an initiative whereby voters could take a legislative action to repeal it.

In response to Councilmember Driscoll, Mr. Pegueros said the 2% for open space is not on the ballot at this time, and hasn't been since 1997.

Councilmember Driscoll said he wished there was a way to simplify it because it's so confusing that people don't know what they're voting for. Vice Mayor Wengert said the history is very useful, and while agreeing with Councilmember Driscoll that it helps explain how convoluted it is, she said it at least gives some background as to why it's so difficult for people to understand.

Councilmember Derwin asked if this is how it is in other cities. Ms. Sloan said she doesn't know of any other city that votes on appropriations limit every four years. It's puzzled her since she came to the Town in 1996, and every four years she asks questions about it. She said once she learned that other cities weren't having these elections, she researched it and determined that if you're going to bump into the appropriations limit, you must have the election – not to continue the tax, but to continue spending the money. She said this last year, Mr. Pegueros, with his finance background and a fresh perspective, really looked into it in depth and together they decided as a double-check to turn to the municipal tax attorney they use. She said this attorney agreed with Mr. Pegueros approach, so they feel comfortable about it.

Councilmember Derwin said she did not want the Council accused of pulling a fast one. Councilmembers discussed Vice Mayor Wengert's idea of putting all of the election information on the Town website, along with the history of the UUT issue, and direct citizens there. Vice Mayor Wengert said the more information we make available on the ballot will make it more understandable. Councilmember Driscoll said to summarize the history in a very succinct memo would be very helpful. Councilmember Derwin said it should also be explained why it is necessary.

Mr. Pegueros said the Town definitely needs the money. Councilmember Driscoll said he noticed the buffer is being built up again, that we are continually spending less than we collect, so people who oppose taxes in general may look at that and say we're overtaxing. Mr. Pegueros said the Finance Committee assessed projections, the concern over pension obligations surfaced. In that context, he said the Committee recommended that the Town consider designated almost half of our reserves to that, which will be coming back to the Council. He said while the Town's surpluses are healthy, the reality is that some of our costs are going up, particularly personnel. Ms. Sloan said Menlo Park and Palo Alto have UUTs.

Ms. Sloan, referring to a court decision that rejected taxes on cell phones, noted that more and more people are giving up their landlines, and apparently the courts felt the cell providers get a franchise from the Town to use the street and the wires on the Town property and therefore we have the ability to essentially tax them.

Ms. Sloan also pointed out that when Council seats are unopposed, new Councilmembers may be appointed rather than elected, but that cannot be done if there's another measure on the ballot. In other words, if people are coming out anyway, the law provides that they also vote on Councilmembers.

Mayor Richards asked for further comments or questions.

As a historical note, Bill Urban, a member of the Finance Committee, said about six or seven years ago when the Council was talking about the UUT, some citizens had a good idea – suggesting it may be possible to replace the UUT with a tax that's deductible, by adding it to the property tax or a parcel tax. If the UUT were deductible, the Town could still raise \$800,000 but it would actually cost taxpayers \$550,000 or \$600,000 out of pocket. Mr. Urban said he doesn't know whether anyone has explored the technical or legal issues of doing making the tax deductible.

Councilmember Driscoll wondered whether the cost of drafting such a measure to add to the property tax to make it deductible wouldn't be greater than the amount taxpayers would save. Mr. Urban said it would not only eliminate the need to put the UUT on the ballot every four years issue but replace it with something people could understand, because they know what parcel taxes and property taxes are.

Councilmember Aalfs said if the school district has a parcel tax, if we were to do a parcel tax it would be on top of that. When Councilmember Derwin pointed out that seniors can be exempt from the parcel tax, Ms. Sloan clarified that the exemption applies to school parcel taxes but not all parcel taxes.

Vice Mayor Wengert moved to adopt the resolution of the Town Council calling and giving notice of the holding of a general municipal election to be held on November 5, 2013, for the purpose of electing three members of the Town Council. Seconded by Councilmember Aalfs, the motion carried 5-0.

Councilmember Aalfs moved to adopt the resolution of the Town Council of the Town giving notice of the holding of a general municipal election to be held on November 5, 2013, for the purpose of submitting to the voters of the Town a ballot measure authorizing the extension of the reduction in the Utility Users Tax. Seconded by Councilmember Driscoll, the motion carried 5-0.

Ms. Sloan said regarding the resolution regarding the continuation of the reduced UUT, she writes an impartial analysis and up to five people can write an argument in favor. suggested the Finance Committee think about who those five people should be. As liaison to the Finance Committee, Councilmember Aalfs said he'd work with the Committee on that. Ms. Sloan said anybody who wants to may also write an argument against the measure, and Jack Hickey in San Mateo County usually writes against anything to do with taxes.

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS [8:12 p.m.]

- (8) Request from the Nature and Science Committee: Proposed Nature Center at the MROSD's Hawthorns Site

Nature and Science Committee Chair Yvonne Tryce said the Committee has been trying for a long time to have a nature center open to the public. She said now that the Midpeninsula Regional Open Space District (MROSD) has obtained the Hawthorns property, the Committee is seeking the Town Council's blessing to pursue developing a nature center there.

Councilmember Aalfs said the Committee laid a bit of groundwork and identified some people who are interesting in supporting it. He said we wouldn't want one building in the middle of a bunch of dilapidated structures and it would take two or three other projects such as what Nature and Science is proposing, so he'd suggested forming a coalition to rehabilitate that property. He expects it would take \$10 million or so. He said the Committee has reached out to the Historical Resources Committee, and he spoke today with Planning Commission Chair Alexandra Von Feldt. He noted also that Mr. Pegueros has spoken informally with Acterra, which might be looking for a new place and expressed interest in space at the Hawthorns. He said Acterra wouldn't likely be in a position to raise a lot of money, but could certainly provide volunteers. He said it's worth exploring.

Mayor Richards said it calls for an overall master plan to deal with parking, traffic, security and all the other general things involved with a site such as the Hawthorns, in addition to the issues of the individual buildings. He said it really needs to start with the Nature and Science Committee's involvement and developing a plan. Councilmember Aalfs agreed they'd need a master plan to make something happen

Vice Mayor Wengert agreed that it requires a very large top-down view and MROSD is in the position do that; at this stage, the Town is a secondary player. She said in her experience with a large multifaceted projects that involve a lot of players doing a lot of different things, the steward – in this case MROSD – must initiate and prioritize and determine its vision for that property. She said it is likely it could include something like this, but we just don't know and we don't know how quickly they'll be able to do anything. She said she applauds all the Committee's energy in trying to get this venture going.

Ms. Tryce said Nature and Science Committee member Paul Heiple, also is a very active member of MROSD's Vision Plan Community Advisory Committee, has reported that MROSD wants more close-in facilities, so it's probably an ideal location for what the Nature and Science Committee has in mind. Vice Mayor Wengert agreed, adding that a number of different things on that property would be terrific for the Town for the Nature and Science Committee. She said it's hard to know how to start the process and where the resources come from. Ms. Tryce said that's why the Committee surveyed different people and came up with a number of well-known individuals who are willing to participate financially. In the same way they were able to raise money for the Sausal Creek and that sort of thing, she said she thinks this will be a similar venture. Vice Mayor Wengert says that's a terrific way to look at it.

But, Vice Mayor Wengert repeated, MROSD is the driver as opposed to the Town, because the Town doesn't own the property. Ms. Tryce said she agrees, but unless we throw in our ideas, MROSD won't see them, which is why she feels it's important to get in and talk to them now. She said one of the MROSD office people told her it was time for the Nature and Science Committee to start talking to them, probably for this very reason, so they don't go off in a certain direction without hearing the input from the Nature and Science Committee, so they can at least clearly know what we have in mind. She said MROSD needs to understand 50 people have already stated their willingness to support it.

Councilmember Aalfs said in talking to MROSD management a couple of years ago when this first came up, Board members had expressed discomfort about taking the lead on something like that because their task is to manage open space and this these historic structures are out of their norm. Councilmember Aalfs said he doesn't know what the right solution is, but wondered if we shouldn't form some sort of independent committee that includes representatives of both the Town and MROSD representatives. He also suggested that if a couple of groups banded together, like Nature and Science and Historic Resources and others, that could move the needle somewhere.

Mayor Richards said it would be great to do something without further taxing our already overtaxed staff, because that's also a major issue. Councilmember Aalfs said there are currently four groups – Windmill, Nature and Science, Acterra and Historic Resources have all talked about that property and it always comes back to, "Do you really want your structure in the middle of derelict buildings?" Whereas now he thinks we've almost got a critical mass. Vice Mayor Wengert said whoever is tasked at MROSD will have to step back and say, "Wait, what are we doing with this property?" in a specific way. She said they will either say this is priority 5 out of 10 and we're not going to touch it for four years, or the priority is somewhere in the top tier so we will potentially put resources – their staff – behind it. She said we have a

great and very interested group of people and that's terrific, but we need a sense of where this is among MROSD's Peninsula's priorities. Councilmember Aalfs agreed and said the Nature and Science Committee wants to take a lead in trying to answer that question.

Ms. Tryce said she spoke with a couple of MROSD Board members and an administrator about a year ago, and they were very favorably inclined, so at least two or three people there are supportive. But hanging back and waiting for things to happen would make the process take even longer, she contended, so we need to take some action. She is not suggesting we necessarily commit the Town in any way, she said. Councilmember Aalfs suggested she convey the fact that the Town has a couple of bodies, Historic Resources and Nature and Science, that are interested in the property and can actually help raise some funds.

Mayor Richards said the initial step is to find out where it is on their radar. Mr. Pegueros said when he talked to the MROSD General Manager, he got the impression that whatever happens at this site is at the bottom of their list. He said they don't have the staff resources and they have a whole queue of projects. He said that may have changed, he doesn't know, but his most recent conversation with him indicated that it's at the bottom of their list. He said the Town's most recent interaction with the MROSD with respect to the tree clearing at the Meadow Preserve, MROSD staff was relatively supportive of doing something, but only if the Town managed it and paid for it. He said any initiative would need to be led by either the Town or MROSD and he doesn't know that MROSD is ready to lead the initiative at this point.

Vice Mayor Wengert suggested a first step may be for Mr. Pegueros to do a reconnaissance of the MROSD Board and the executive level, because the people there are in the decision-making role, to get a feeling for how much if any resources they're willing to commit. Vice Mayor Wengert said property that size would require a master plan; she recollected the planning the Town Center project not being a matter of going building-by-building, but having a whole master plan.

Councilmember Driscoll said that with the Town Center, they gathered a bunch of different designs and there was a common design process, sort of a master plan, that originally had four buildings that was cut back to three buildings and fundraising didn't begin until that process was complete. Vice Mayor Wengert said exactly, because until you know what you're raising money for. It's that sort of planning process that usually kicks off something like this. She said it would be unusual for a non-owning entity to take the lead on a major plan, because it is expensive in terms of time and people. She's not saying we should or should not do it, she's just sort of explaining that she thinks the process would be most efficiently managed by MROSD.

Mayor Richards said he'd see if he could get a sense from MROSD of where they think they're headed and where they've got it on their list and the priorities.

Ms. Tryce said in addition, to get an overview of what the whole property might look like, since we were talking about not having just one building but multiple buildings that are falling apart, they wanted to set up a meeting of whoever wanted to come to talk to people from the Historic Resources, the Conservation Committee, and so forth, and just see what we can look at. She said it could very well be that they want to use the main house for history or an art gallery. She said there are a numerous options to be thinking about. She said in order to present to MROSD, we need to get started. "We've got the momentum now, and if we just drop it and let it go, it's not going to happen."

Vice Mayor Wengert said in her view, it just needs to be part of a bigger plan, that whatever is proposed is to be part of a long-term solution for that property. The question, she said, is how you get there. She said Ms. Tryce is absolutely right that it might be a terrific use for all of these different functions we're talking about, and if MROSD is looking at this, they're asking how they would fund it and have an operating budget to sustain it. She said it's doable, but it's a big issue in the sense that somebody has to own the project, the whole property, not just one part of it. She said she doesn't want the Committee to get excited about doing something and have a really good plan for how to fund it and get it going, and then because they haven't figured out the whole property, have it all fall apart at the last minute, after they've done an awful lot of work and gone awfully far down the road, with people committed to raising

funds. She said she's not trying to discourage Ms. Tryce, but she thinks it's important to make sure MROSD is committed and able in both resources of time and people, to be able to manage the process.

Ms. Tryce she's thinking along the lines of Friends of Edgewood. Vice Mayor Wengert said that is entirely possible, but even that was fully redone. Councilmember Aalfs said they talked about the same thing; don't go to MROSD saying you can raise \$3 million out of a \$12 million project. That's why he's recommending getting three or four groups together that could raise \$10 million or more. He said Nature and Science is talking to MROSD, and the Council talking to MROSD, also trying to recruit whatever other issues or ventures at that site, so you've got one leg of the stool here. Vice Mayor Wengert said the question is what is the project at the macro level, at the full property level.

Mayor Richards will get that lined up and get back to Ms. Tryce. Ms. Tryce asked to speak with Mayor Richards afterwards and he agreed.

(9) Recommendation by Town Manager – Proposed Office Closures [8:33 p.m.]

Mr. Pegueros said the recommendation is for Town Council approval to close the Town Hall offices on July 5, 2013. He said a number of staff members have requested the day off, and given the minimum staffing, they can't honor those days off. He said it is typically a relatively quiet week to begin with and, barring any natural disasters, we don't anticipate having a service impact. He pointed out that it would not be a paid holiday, but staff members would be required to either use accrued paid time off or take the day off unpaid. He said of the individuals scheduled to work that day, three have indicated they would take the day off unpaid. He said staff would be very appreciative if the Council were to approve that.

He said the second request is to close the Town Hall offices on October 29, 2013, to allow staff to hold their team-building day. He said they are planning an event with morning team-building exercises and an educational component in the afternoon. He said it has been challenging to line everyone up to be in the same place at the same time, but they were able to hone in on October 29, 2013. In response to Councilmember Derwin, Mr. Pegueros said they were looking at the San Francisco Academy of Sciences to hold the team building exercises.

Councilmember Driscoll moved approval of the proposed office closures. Seconded by Councilmember Aalfs, the motion carried 5-0.

(10) Reports from Commission and Committee Liaisons [8:36 p.m.]

Vice Mayor Wengert:

(a) Park and Recreations Committee

The Committee met on June 17, 2013, when:

- Jon Myers reported he will step down as Chair and either Vice Chair Wendi Haskell or Simone Lavallo would take over
- The Committee learned that Ms. Lavallo has recruited four new potential Committee members – Meghan Sweet, Lance Vaughn, Jeannie Warr and Jonathan Bradford
- Mr. Myers said he'd be talking to Mr. Pegueros about the need for softball nets to keep balls from the Little People's Park during softball season

(b) SFO Airport/Community Roundtable

A productive work program subcommittee meeting on June 25, 2013, focused on what percentage of flight/noise problems in the Woodside VOR they are able to tackle. Participants included representatives of Woodside, Pacifica, Brisbane and Portola Valley, plus a team of

consultants. She said when one gets past all the nomenclature and terminology – oceanic arrivals, oceanic-tailored arrivals (OTA) and others – essentially 95% percent of flights over Portola Valley aren't subject to any of the regulation because they're vectored flights, which are completely under control of the FAA and Air Traffic Control, so ATC is controlling them from Sacramento.

Councilmember Derwin asked if that meant the Congresswoman would have absolutely no effect. Vice Mayor Wengert said she doesn't want to say that, but was not encouraged, noting how it's all being managed and who has responsibility for the safe arrival and passage, and the fact that we're in what's called the Point Reyes Gate, they turn left over Portola Valley instead of turning right over Moffitt Field, which is restricted airspace. She said it should improve over time with technology making the airplanes quieter, the OTA, the new NextGen and other things are coming, but they are coming slowly and it's difficult to know how quickly they would actually take effect.

Councilmember Derwin asked why it's worse now. Vice Mayor Wengert said the volume of flights is higher and there is also runway maintenance going on. She said the Roundtable agreed that we have to keep the pressure on to get the FAA to focus on maintaining or raising minimum altitude levels. She said the minimum allowable altitude is 4,000 feet above mean sea level. She said they have that latitude and there is no violation. She said they also heard about how pilots come in as low as possible so they don't have more than a 3% descent. She said there is no question that pressure needs to be maintained for the things we can control, such as the oceanic arrivals, and particularly between the hours of 10:30 p.m. and 6:30 a.m., which is what we are most concerned about with regard to noise levels.

According to what she learned in the meeting, Vice Mayor Wengert said there have been ATC reprimands issued as a result of direct flights. It was pointed out to them that Airport needs to be doing a much better job of communicating. Councilmember Driscoll said when he was on the Airport Roundtable some years ago, there was a list of the planes and airlines that were in violation, and he thinks that sort of publicity would add market forces to help address the problems. Vice Chair Wengert said this is a great idea, but pointed out that a number of larger foreign carriers are at the bottom of the list in terms of compliance. She said there's no question that a noise disturbance exists and is obviously tremendous in other communities as well. She said we're focused on making sure we're in the middle of that environmental impact study related to NextGen, and some new techniques are being used in Europe. Councilmember Driscoll added with increasing automation and if we don't have some influence there, altitudes could be predefined even lower than they are now.

Vice Mayor Wengert said it was the most productive meeting she's ever attended related to the Airport Roundtable.

Councilmember Aalfs:

(c) Nature and Science Committee

The Committee met on June 17, 2013, with discussion centered on tonight's agenda item.

(d) Planning Commission

The Planning Commission held an in-depth study and editing session on the Portola Road Corridor Task Force report at its June 19, 2013 meeting. The next step will be a joint Town Council/Planning Commission session to review the revised draft. Councilmembers Aalfs said it is a good document.

(e) Farmer's Market

Having attended the Farmers' Markets the past two weeks, Councilmember Aalfs reported that they're going very well. The markets are drawing a nice, steady stream of people, but it's not the overwhelming some residents worried about.

Councilmember Derwin:

(f) Sustainability Committee

At their June 17, 2013 Sustainability Committee meeting, members discussed:

- Fire-safe vents

Member Virginia Bacon brought up an issue regarding wanting to use fire-safe vents for her home but didn't know where to buy them. Councilmember Derwin agreed that the Town should be assisting people with that, although she understands we can't point people toward specific vendors. Ms. Bacon will be talking with Dudley Carlson (Portola Valley Ranch Fire Risk Management Chair) to see if she can come up with a list of vendors.

Mayor Richards said Vulcan Vents makes eave vents that melt and seal themselves. He said another company also makes them, but he doesn't think they've been approved yet.

- Climate Action Plan template

Of the 18 measures, Portola Valley already is doing 16, with two to go. Brandi de Garreaux, Sustainability and Special Projects Manager, wants to do a voluntary residential energy disclosure so that when someone sells their house, they disclose its energy usage. She said apparently a new state law requires non-residential building sellers to disclose energy usage at the time of sale.

Ms. Bacon opposed this idea, so a subcommittee was formed to look into it a little bit more.

Ms. Bacon said she'd prefer to focus on a transportation measure, trying to encourage people to carpool, for example. Among the options to increase carpooling are the PV Forum and the Peninsula Congestion Alliance.

(g) Architectural and Site Control Commission (ASCC)

During the ASCC meeting on June 24, 2013:

- Commissioners conducted architectural reviews for additions and remodels for homes at 45 Prado Court and 155 Portola Road, with some discussion about concerns about light spilling from a skylight of the new addition on the Prado Court proposal.
- Chair Danna Breen reported that the Planning Commission had a great working session on the Portola Road Corridor; Planning Commissioner Nate McKitterick also commented on the proceedings.

(h) Housing Endowment and Regional Trust (HEART) of San Mateo County

The HEART Board met today (June 26, 2013) and discussed a new plan, Opening More Doors, which is looking to raise more than \$200 million over the next 10 years. Councilmember Derwin pointed out HEART is currently an \$8 million agency, wanting to grow to \$200 million. Executive Director Mark Moulton proposed a consultant, whose \$130,000 proposed fee for a feasibility study concerns her, Councilmember Derwin said. After a lot of discussion, they committed to

\$50,000 for phase one of the feasibility study. The idea is they can provide 4,000 housing units at \$50,000 per unit. The \$50,000 would come from an unrestricted fund with a \$500,000 balance.

There was a proposal to lend \$700,000 to an agency in need of immediate funding to build affordable housing for the mentally disabled. They will then apply to funds from the Board of Supervisors to be paid back, which has been assured. When they pay it back, HEART will lend it to another organization, like bridge loans.

HEART also discussed extending a loan to partners who are building the Delaware Project in San Mateo, which is a two-part project, with the second piece being moderate-income housing. They stressed that moderate-income housing in the County is particularly challenging; it's the most critically needed but expensive to build.

Mayor Richards:

(i) Cultural Arts Committee

The June 13, 2013, meeting of the Cultural Arts Committee recapped the Art Walk, which drew fewer artists than expected, and also discussed:

- Possible Holiday Fair venues
- What to do with the remaining children's painted tiles, which may go back to the school

(j) San Mateo County Emergency Services Council

The Council discussed the failure to have been using the necessary Form 700s and work on the lease for the big antenna.

(k) Bay Area Urban Shield

A big Urban Shield exercise hosted by Alameda County is on the horizon, a training exercise involving local, national and international first-responder agencies working seven different scenarios. It is scheduled for October 25-28, 2013.

(l) Conservation Committee

During their meeting on June 25, 2013, the members of the Conservation Committee discussed the rotting oak tree in the Schoolhouse parking lot next to Portola Road. Mr. Pegueros reported that an arborist's report is expected on June 27, 2013. The first priority is to remove limbs that overhang where pedestrians walk. Committee members recommended removing branches incrementally over a period of time, so the most critical (dangerous) branches are cut right away, and then eventually cutting down the whole tree.

WRITTEN COMMUNICATIONS [9:09 p.m.]

(11) Town Council June 13, 2013 Weekly Digest – None

(12) Town Council June 21, 2013 Weekly Digest – None

ADJOURN TO CLOSED SESSION [9:10 p.m.]

(17) Conference with Legal Counsel: Pending Litigation

Government Code Section 54956.9
Initiation of litigation (one case)

Facts and Circumstances: Illegal removal of significant trees – 18 Redberry Ridge

REPORT OUT OF CLOSED SESSION

Council approved the settlement agreement that resolves potential civil claims of the Town against David Douglass for removal of significant trees in an open-space easement held by the Town. The administrative remedy, including the restoration plan, will continue to move forward.

ADJOURNMENT [9:40 p.m.]

Mayor

Town Clerk

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ABAG PLAN CORPORATION	Annual Dues, FY 13-14	14388	07/10/2013	
			07/10/2013	
PO BOX 2050	0006		07/10/2013	0.00
OAKLAND	BOA	47774	07/10/2013	0.00
CA 94604-2050	1045760			1,479.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4322	Dues	1,479.00	0.00

Check No.	47774	Total:	1,479.00
Total for	ABAG PLAN CORPORATION		1,479.00

AT&T	July MW	14331	07/10/2013	
			07/10/2013	
P.O. BOX 9011	441		07/10/2013	0.00
CAROL STREAM	BOA	47775	07/10/2013	0.00
IL 60197-9011				64.39

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	64.39	0.00

Check No.	47775	Total:	64.39
Total for	AT&T		64.39

BANK OF AMERICA	Signs, TC Overflow Parking	14389	07/10/2013	
Bank Card Center		00006133	07/10/2013	
P.O. BOX 53155	0022		07/10/2013	0.00
PHOENIX	BOA	47776	07/10/2013	0.00
AZ 85072-3155				575.97

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4268	Street Signs & Striping	575.97	575.97

BANK OF AMERICA	June Statement	14390	07/10/2013	
Bank Card Center			07/10/2013	
P.O. BOX 53155	0022		07/10/2013	0.00
PHOENIX	BOA	47776	07/10/2013	0.00
AZ 85072-3155				916.93

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	428.86	0.00
05-64-4311	Internet Service & Web Hosting	9.99	0.00
05-64-4335	Sustainability	367.42	0.00
05-64-4336	Miscellaneous	24.00	0.00
05-66-4340	Building Maint Equip & Supp	86.66	0.00

Check No.	47776	Total:	1,492.90
Total for	BANK OF AMERICA		1,492.90

BAYSCAPE LANDSCAPE MGMT	Mainline Repairs	14332	07/10/2013	
		00006132	07/10/2013	
P.O. BOX 880	949		07/10/2013	0.00
ALVISO	BOA	47777	07/10/2013	0.00
CA 95002	390306			1,067.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	1,067.00	1,067.00

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BAYSCAPE LANDSCAPE MGMT	PVTC Mainline Repair	14333	07/10/2013	
			07/10/2013	
P.O. BOX 880	949		07/10/2013	0.00
ALVISO	BOA	47777	07/10/2013	0.00
CA 95002	390577			418.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	418.00	0.00

Check No.	47777	Total:	1,485.00
Total for	BAYSCAPE LANDSCAPE MGMT		1,485.00

CALPERS	June Retirement, 2012-13	14334	07/10/2013	
FISCAL SERVICES DIVISION			07/10/2013	
ATTN: RETIREMENT PROG ACCTG	0107		07/10/2013	0.00
SACRAMENTO	BOA	47778	07/10/2013	0.00
CA 94229-2703				14,168.99

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2522	PERS Payroll	224.46	0.00
05-50-4080	Retirement - PERS	13,944.53	0.00

Check No.	47778	Total:	14,168.99
Total for	CALPERS		14,168.99

CARDUCCI & ASSOCIATES INC	Ford Fld Pre-Const, 5/25-6/28	14336	07/10/2013	
			07/10/2013	
555 BEACH STREET, FOURTH FLOOR	0344		07/10/2013	0.00
SAN FRANCISCO	BOA	47779	07/10/2013	0.00
CA 94133	7823			3,667.37

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4531	Ford Field Renovation	3,667.37	0.00

Check No.	47779	Total:	3,667.37
Total for	CARDUCCI & ASSOCIATES INC		3,667.37

CJW ARCHITECTURE	Refund Deposit	14347	07/10/2013	
			07/10/2013	
130 PORTOLA ROAD	0030		07/10/2013	0.00
PORTOLA	BOA	47780	07/10/2013	0.00
CA 94028				284.40

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	284.40	0.00

Check No.	47780	Total:	284.40
Total for	CJW ARCHITECTURE		284.40

COMCAST	WiFi, 6/21 - 7/20	14337	07/10/2013	
			07/10/2013	
P.O. BOX 34744	0045		07/10/2013	0.00
SEATTLE	BOA	47781	07/10/2013	0.00
WA 98124-1744				80.45

GL Number	Description	Invoice Amount	Amount Relieved
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05-64-4318	Telephones	80.45	0.00	
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Check No.	47781	Total:	80.45
Total for	COMCAST		80.45

BRANDI DEGARMEUX	Misc Reimb/Mileage	14391	07/10/2013	
			07/10/2013	
17 LAUSSAT STREET	614		07/10/2013	0.00
SAN FRANCISCO	BOA	47782	07/10/2013	0.00
CA 94102				1,139.58

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4165	Sustainability Committee	411.86	0.00
05-64-4328	Mileage Reimbursement	205.55	0.00
05-64-4335	Sustainability	254.33	0.00
05-64-4336	Miscellaneous	204.66	0.00
20-60-4268	Street Signs & Striping	63.18	0.00

Check No.	47782	Total:	1,139.58
Total for	BRANDI DEGARMEUX		1,139.58

DEL RIO ROOFING	Refund, C&D Deposit	14338	07/10/2013	
			07/10/2013	
HOLD AT COUNTER	630		07/10/2013	0.00
	BOA	47783	07/10/2013	0.00
				1,000.00

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

Check No.	47783	Total:	1,000.00
Total for	DEL RIO ROOFING		1,000.00

FEDEX	Shipping Charges	14339	07/10/2013	
			07/10/2013	
P.O. BOX 7221	0066		07/10/2013	0.00
PASADENA	BOA	47784	07/10/2013	0.00
CA 91109-7321	2-313-21202			59.46

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	59.46	0.00

Check No.	47784	Total:	59.46
Total for	FEDEX		59.46

ALFREDO GARCIA	Refund, C&D Deposit	14340	07/10/2013	
			07/10/2013	
3504 OAK DRIVE	1058		07/10/2013	0.00
MENLO PARK	BOA	47785	07/10/2013	0.00
CA 94025				1,000.00

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

Check No.	47785	Total:	1,000.00
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<u>Total for</u>	ALFREDO GARCIA	1,000.00
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GO NATIVE INC	June ROW/TC/C-1 Trail Maint	14341	07/10/2013	
			07/10/2013	
P.O. BOX 370103	632		07/10/2013	0.00
MONTARA	BOA	47786	07/10/2013	0.00
CA 94037	2543			11,438.00

GL Number	Description	Invoice Amount	Amount Relieved
05-60-4272	C-1 Bio Maintenance	2,280.00	0.00
05-66-4342	Landscape Supplies & Services	6,726.00	0.00
20-60-4264	ROW Tree Trimming & Mowing	2,432.00	0.00

Check No.	47786	Total:	11,438.00
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<u>Total for</u>	GO NATIVE INC	11,438.00
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HALF MOON BAY GRADING & PAVING	CIP Street Surfacing/ Road Base Repairs	14342	07/10/2013	
			07/10/2013	
1780 HIGGINS CANYON ROAD	0350		07/10/2013	0.00
HALF MOON BAY	BOA	47787	07/10/2013	0.00
CA 94019	4741			38,897.60

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4260	Public Road Surface & Drainage	23,513.75	0.00
60-68-4530	CIP12/13 Street Resurface	15,383.85	0.00

Check No.	47787	Total:	38,897.60
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<u>Total for</u>	HALF MOON BAY GRADING & PAV	38,897.60
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HARRELL REMODELING	Refund Deposit	14345	07/10/2013	
			07/10/2013	
1954 OLD MIDDLEFIELD WAY	1054		07/10/2013	0.00
MOUNTAIN VIEW	BOA	47788	07/10/2013	0.00
CA 94043				115.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	115.00	0.00

Check No.	47788	Total:	115.00
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<u>Total for</u>	HARRELL REMODELING	115.00
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HORIZON	Ball Valve, Replacement Parts	14348	07/10/2013	
			07/10/2013	
P.O. BOX 52758	0289		07/10/2013	0.00
PHOENIX	BOA	47789	07/10/2013	0.00
AZ 85072-2758	1N135788			34.44

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	34.44	0.00

Check No.	47789	Total:	34.44
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<u>Total for</u>	HORIZON	34.44
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State/Province Zip/Postal	Invoice Number			Check Amount

HUMAN INVESTMENT PROJECT	2013-14 Contribution	14387	07/10/2013	
Hip Housing			07/10/2013	
364 SOUTH RAILROAD AVENUE	1194		07/10/2013	0.00
SAN MATEO	BOA	47790	07/10/2013	0.00
CA 94401				2,500.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4222	Community Services	2,500.00	0.00

Check No.	47790	Total:	2,500.00
Total for	HUMAN INVESTMENT PROJECT		2,500.00

ICMA	June Def'd Comp, FY12/13	14349	07/10/2013	
VANTAGE POINT TFER AGTS-304617			07/10/2013	
C/O M&T BANK	0084		07/10/2013	0.00
BALTIMORE	BOA	47791	07/10/2013	0.00
MD 21264-4553				500.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2557	Defer Comp	500.00	0.00

Check No.	47791	Total:	500.00
Total for	ICMA		500.00

JENSEN LANDSCAPE SERVICES INC	Ford Field Renovation Project	14350	07/10/2013	
			07/10/2013	
1983 CONCOURSE DRIVE	849		07/10/2013	0.00
SAN JOSE	BOA	47792	07/10/2013	0.00
CA 95131				75,133.60

GL Number	Description	Invoice Amount	Amount Relieved
08-68-4531	Ford Field Renovation	75,133.60	0.00

JENSEN LANDSCAPE SERVICES INC	Rossotti Field Seeding	14351	07/10/2013	
			07/10/2013	
1983 CONCOURSE DRIVE	849		07/10/2013	0.00
SAN JOSE	BOA	47792	07/10/2013	0.00
CA 95131	120861			5,762.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	5,762.00	0.00

Check No.	47792	Total:	80,895.60
Total for	JENSEN LANDSCAPE SERVICES I		80,895.60

JOINT VENTURE	2013-14 Contribution	14383	07/10/2013	
SILICON VALLEY NETWORK			07/10/2013	
100 W. SAN FERNANDO STREET	0094		07/10/2013	0.00
SAN JOSE	BOA	47793	07/10/2013	0.00
CA 95113				500.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4222	Community Services	500.00	0.00

Check No.	47793	Total:	500.00
Total for	JOINT VENTURE		500.00

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LINDA KAMRAN	Refund Litter Deposit	14352	07/10/2013	
			07/10/2013	
6 PERRY AVENUE	1055		07/10/2013	0.00
MENLO PARK	BOA	47794	07/10/2013	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.	47794	Total:	100.00
Total for	LINDA KAMRAN		100.00

CAITLIN KORTLANG	Refund Litter Deposit	14353	07/10/2013	
			07/10/2013	
10 APPLEWOOD LANE	1053		07/10/2013	0.00
PORTOLA VALLEY	BOA	47795	07/10/2013	0.00
CA				100.00

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

Check No.	47795	Total:	100.00
Total for	CAITLIN KORTLANG		100.00

LCC PENINSULA DIVISION	Dinner/Mtg, Richards	14354	07/10/2013	
Attn: Pam Aguilar			07/10/2013	
CITY OF SO. SAN FRANCISCO	623		07/10/2013	0.00
SO. SAN FRANCISCO	BOA	47796	07/10/2013	0.00
CA 94080				48.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4327	Educ/Train: Council & Commissn	48.00	0.00

Check No.	47796	Total:	48.00
Total for	LCC PENINSULA DIVISION		48.00

LYNCH ELECTRIC & SONS INC	Range Hood Repair, CH Kitchen	14355	07/10/2013	
			07/10/2013	
1160 INDUSTRIAL ROAD, #18	1365		07/10/2013	0.00
SAN CARLOS	BOA	47797	07/10/2013	0.00
CA 94070	2013.072			490.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	490.00	0.00

LYNCH ELECTRIC & SONS INC	Library, Electrical Work	14381	07/10/2013	
			07/10/2013	
1160 INDUSTRIAL ROAD, #18	1365		07/10/2013	0.00
SAN CARLOS	BOA	47797	07/10/2013	0.00
CA 94070	2013.180			1,320.00

GL Number	Description	Invoice Amount	Amount Relieved
25-66-4340	Building Maint Equip & Supp	1,320.00	0.00

Check No.	47797	Total:	1,810.00
Total for	LYNCH ELECTRIC & SONS INC		1,810.00

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MARTIN SCREEN SHOP, INC	Window Screen Replacements	14380	07/10/2013	
		00006123	07/10/2013	
301 OLD COUNTY ROAD	1070		07/10/2013	0.00
SAN CARLOS	BOA	47798	07/10/2013	0.00
CA 94070	861			1,793.05

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4340	Building Maint Equip & Supp	1,054.78	1,054.78
05-66-4341	Community Hall	403.26	403.26
25-66-4340	Building Maint Equip & Supp	335.01	253.26

Check No.	47798	Total:	1,793.05
Total for	MARTIN SCREEN SHOP, INC		1,793.05

MAZE & ASSOCIATES	Audit Prep, FYE 6/30/13	14394	07/10/2013	
			07/10/2013	
3478 BUSKIRK AVENUE	879		07/10/2013	0.00
PLEASANT HILL	BOA	47799	07/10/2013	0.00
CA 94523	5904			13,030.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4180	Accounting & Auditing	13,030.00	0.00

Check No.	47799	Total:	13,030.00
Total for	MAZE & ASSOCIATES		13,030.00

MCCLLENAHAN CONSULTING, LLC	Tree Root Inspection	14356	07/10/2013	
			07/10/2013	
1 ARASTRADERO RD	832		07/10/2013	0.00
PORTOLA VALLEY	BOA	47800	07/10/2013	0.00
CA 94028	126550			215.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4214	Miscellaneous Consultants	215.00	0.00

Check No.	47800	Total:	215.00
Total for	MCCLLENAHAN CONSULTING, LLC		215.00

JUDITH MURPHY	Reimbursement, Event Supplies	14357	07/10/2013	
			07/10/2013	
8 PORTOLA GREEN CIRCLE	0210		07/10/2013	0.00
PORTOLA VALLEY	BOA	47801	07/10/2013	0.00
CA 94028				27.31

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4144	Conservation Committee	27.31	0.00

Check No.	47801	Total:	27.31
Total for	JUDITH MURPHY		27.31

NUTMEG KITCHENS	Catering, Town Picnic	14395	07/10/2013	
		00006138	07/10/2013	
	1356		07/10/2013	0.00
	BOA	47802	07/10/2013	0.00
				700.00

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GL Number	Description	Invoice Amount	Amount Relieved
05-52-4147	Picnic/Holiday Party	700.00	700.00

Check No.	47802	Total:	700.00
Total for	NUTMEG KITCHENS		700.00

O. NELSON & SON	Alpine Trail Renovation	14358	07/10/2013	
3355 TRIPP ROAD	634		07/10/2013	0.00
WOODSIDE	BOA	47803	07/10/2013	0.00
CA 94062	154			9,000.00

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4270	Trail Surface Rehabilitation	9,000.00	0.00

Check No.	47803	Total:	9,000.00
Total for	O. NELSON & SON		9,000.00

PEELLE TECHNOLOGIES, INC	Digitization of Plans	14359	07/10/2013	
197 EAST HAMILTON AVE	961	00006129	07/10/2013	0.00
CAMPBELL	BOA	47804	07/10/2013	0.00
CA 95008	TOPV1284			984.32

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4208	GIS Mapping	984.32	984.32

PEELLE TECHNOLOGIES, INC	Digitization of Plans	14360	07/10/2013	
197 EAST HAMILTON AVE	961		07/10/2013	0.00
CAMPBELL	BOA	47804	07/10/2013	0.00
CA 95008	TOPV1285			336.79

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4208	GIS Mapping	336.79	0.00

Check No.	47804	Total:	1,321.11
Total for	PEELLE TECHNOLOGIES, INC		1,321.11

PENINSULA CONFLICT RESOLUTION	2013-14 Contribution	14384	07/10/2013	
1660 S. AMPHLETT BLVD	0171		07/10/2013	0.00
SAN MATEO	BOA	47805	07/10/2013	0.00
CA 94402				1,300.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4222	Community Services	1,300.00	0.00

Check No.	47805	Total:	1,300.00
Total for	PENINSULA CONFLICT RESOLUTI		1,300.00

PERS HEALTH	July Health Premium	14361	07/10/2013	
VIA EFT	0108		07/10/2013	0.00
	BOA	47806	07/10/2013	0.00
				17,621.86

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State/Province Zip/Postal	Invoice Number			Check Amount

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4086	Health Insurance Medical	17,621.86	0.00	

Check No.	47806	Total:	17,621.86
Total for	PERS HEALTH		17,621.86

PG&E	June Statements	14362	07/10/2013	
			07/10/2013	
BOX 997300	0109		07/10/2013	0.00
SACRAMENTO	BOA	47807	07/10/2013	0.00
CA 95899-7300				372.86

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4330	Utilities	372.86	0.00	

Check No.	47807	Total:	372.86
Total for	PG&E		372.86

PORTOLA VALLEY HARDWARE	June Statement	14363	07/10/2013	
			07/10/2013	
112 PORTOLA VALLEY ROAD	0114		07/10/2013	0.00
PORTOLA VALLEY	BOA	47808	07/10/2013	0.00
CA 94028				845.47

GL Number	Description	Invoice Amount	Amount Relieved	
05-58-4240	Parks & Fields Maintenance	336.93	0.00	
05-60-4267	Tools & Equipment	381.50	0.00	
05-64-4335	Sustainability	68.27	0.00	
05-66-4340	Building Maint Equip & Supp	58.77	0.00	

Check No.	47808	Total:	845.47
Total for	PORTOLA VALLEY HARDWARE		845.47

QUALITY STRIPING INC	Road Restriping	14364	07/10/2013	
			07/10/2013	
3364 MARISMA ST	0247		07/10/2013	0.00
SAN MATEO	BOA	47809	07/10/2013	0.00
CA 94403	8317			5,578.00

GL Number	Description	Invoice Amount	Amount Relieved	
20-60-4268	Street Signs & Striping	5,578.00	0.00	

Check No.	47809	Total:	5,578.00
Total for	QUALITY STRIPING INC		5,578.00

RON RAMIES AUTOMOTIVE, INC.	2001 Chevy 1500 Maintenance	14365	07/10/2013	
			07/10/2013	
115 PORTOLA ROAD	422		07/10/2013	0.00
PORTOLA VALLEY	BOA	47810	07/10/2013	0.00
CA 94028	41457			160.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4334	Vehicle Maintenance	160.00	0.00	

Check No.	47810	Total:	160.00
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<u>Total for</u>	RON RAMIES AUTOMOTIVE, INC.	160.00
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ROTO-ROOTER PLUMBERS	TC Sewer Pipe Repair/Maint	14366	07/10/2013	
			07/10/2013	
5672 COLLECTION CENTER DR	360		07/10/2013	0.00
CHICAGO	BOA	47811	07/10/2013	0.00
IL 60693	19317176532			438.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	438.00	0.00

<u>Check No.</u>	47811	<u>Total:</u>	438.00
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<u>Total for</u>	ROTO-ROOTER PLUMBERS	438.00
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GEORGINA RUIZ	Refund Litter Deposit	14367	07/10/2013	
			07/10/2013	
1311 MILLS ST. #1	1052		07/10/2013	0.00
MENLO PARK	BOA	47812	07/10/2013	0.00
CA 94025				100.00

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

<u>Check No.</u>	47812	<u>Total:</u>	100.00
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<u>Total for</u>	GEORGINA RUIZ	100.00
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SAN FRANCISQUITO WATERSHED	2013-14 Contribution	14385	07/10/2013	
			07/10/2013	
3921 EAST BAYSHORE ROAD	486		07/10/2013	0.00
PALO ALTO	BOA	47813	07/10/2013	0.00
CA 94303-4303				3,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4222	Community Services	3,000.00	0.00

<u>Check No.</u>	47813	<u>Total:</u>	3,000.00
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<u>Total for</u>	SAN FRANCISQUITO WATERSHED	3,000.00
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SHARP BUSINESS SYSTEMS	June Copies	14368	07/10/2013	
			07/10/2013	
DEPT. LA 21510	0199		07/10/2013	0.00
PASADENA	BOA	47814	07/10/2013	0.00
CA 91185-1510	C786361-541			45.10

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	45.10	0.00

<u>Check No.</u>	47814	<u>Total:</u>	45.10
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<u>Total for</u>	SHARP BUSINESS SYSTEMS	45.10
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SMALL BUSINESS BENEFIT PLAN TR	July Dental/Vision	14369	07/10/2013	
			07/10/2013	
	0132		07/10/2013	0.00
BELMONT	BOA	47815	07/10/2013	0.00
CA 94002-0156				2,194.40

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4090	Health Ins Dental & Vision	2,194.40	0.00

Check No.	47815	Total:	2,194.40
Total for	SMALL BUSINESS BENEFIT PLAN		2,194.40

SPANGLE & ASSOCIATES	Planning Consultant Services	14392	07/10/2013	
		00006122	07/10/2013	
770 MENLO AVENUE	0121		07/10/2013	0.00
MENLO PARK	BOA	47816	07/10/2013	0.00
CA 94025-4736				2,791.50

GL Number	Description	Invoice Amount	Amount Relieved
45-00-4376	Affordable Housing Gen'l	2,791.50	2,791.50

SPANGLE & ASSOCIATES	5/24 - 6/18 Statement & FYE	14393	07/10/2013	
	12-13 Billing		07/10/2013	
770 MENLO AVENUE	0121		07/10/2013	0.00
MENLO PARK	BOA	47816	07/10/2013	0.00
CA 94025-4736				31,726.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4140	ASCC	2,414.00	0.00
05-52-4162	Planning Committee	4,826.00	0.00
05-54-4196	Planner	9,726.00	0.00
96-54-4198	Planner - Charges to Appls	14,760.00	0.00

Check No.	47816	Total:	34,517.50
Total for	SPANGLE & ASSOCIATES		34,517.50

STUART RENTAL COMPANY	Town Picnic Rentals	14370	07/10/2013	
		00006124	07/10/2013	
454 S. ABBOTT AVE	0205		07/10/2013	0.00
MILPITAS	BOA	47817	07/10/2013	0.00
CA 95035	118171			3,150.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4147	Picnic/Holiday Party	3,150.00	3,150.00

Check No.	47817	Total:	3,150.00
Total for	STUART RENTAL COMPANY		3,150.00

SUSTAINABLE SM COUNTY	2013-14 Contribution	14386	07/10/2013	
			07/10/2013	
177 BOVET ROAD 6TH FLOOR	0170		07/10/2013	0.00
SAN MATEO	BOA	47818	07/10/2013	0.00
CA 94402				2,700.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4222	Community Services	2,700.00	0.00

Check No.	47818	Total:	2,700.00
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Total for SUSTAINABLE SM COUNTY 2,700.00

RANDY TARAN	Refund Deposit	14343	07/10/2013	
			07/10/2013	
3 OAK FOREST COURT	1057		07/10/2013	0.00
PORTOLA VALLEY	BOA	47819	07/10/2013	0.00
CA 94028				79.45

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	79.45	0.00

Check No. 47819 Total: 79.45

Total for RANDY TARAN 79.45

BARBARA TEMPLETON	Transcription Svcs, 4/30-6/12	14371	07/10/2013	
			07/10/2013	
304 MELVEN COURT	369		07/10/2013	0.00
SAN LEANDRO	BOA	47820	07/10/2013	0.00
CA 94577-2011	750			1,980.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4188	Transcription Services	1,980.00	0.00

Check No. 47820 Total: 1,980.00

Total for BARBARA TEMPLETON 1,980.00

THERMAL MECHANICAL, INC	Leak Repair, CH/Town Hall	14372	07/10/2013	
		00006134	07/10/2013	
425 ALDO AVENUE	955		07/10/2013	0.00
SANTA CLARA	BOA	47821	07/10/2013	0.00
CA 95054	AS-55982			936.15

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	468.07	468.07
05-66-4346	Mechanical Sys Maint & Repair	468.08	468.08

Check No. 47821 Total: 936.15

Total for THERMAL MECHANICAL, INC 936.15

TOTLCOM, INC.	VM Programming	14373	07/10/2013	
			07/10/2013	
65 HANGAR WAY	349		07/10/2013	0.00
WATSONVILLE	BOA	47822	07/10/2013	0.00
CA 95076	215852			90.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	90.00	0.00

Check No. 47822 Total: 90.00

Total for TOTLCOM, INC. 90.00

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TYLER TECHNOLOGIES INC	Annual Renewal, FY 2013-14	14374	07/10/2013	
			07/10/2013	
P.O. BOX 203556	0240		07/10/2013	0.00
DALLAS	BOA	47823	07/10/2013	0.00
TX 75247-8142	025-71848			2,987.72

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4314	Equipment Services Contracts	2,987.72	0.00

Check No.	47823	Total:	2,987.72
Total for	TYLER TECHNOLOGIES INC		2,987.72

BILL UNGER	Refund Deposit	14344	07/10/2013	
			07/10/2013	
20 MINOCA ROAD	1056		07/10/2013	0.00
PORTOLA VALLEY	BOA	47824	07/10/2013	0.00
CA 94028				124.30

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	124.30	0.00

Check No.	47824	Total:	124.30
Total for	BILL UNGER		124.30

RICHARD VAUGHN	Reissue - Facility Dep Refund	14375	07/10/2013	
	Orig CK#47024 Void 6/24/13		07/10/2013	
41 STONEGATE	1146		07/10/2013	0.00
PORTOLA VALLEY	BOA	47825	07/10/2013	0.00
CA 94028				1,000.00

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

Check No.	47825	Total:	1,000.00
Total for	RICHARD VAUGHN		1,000.00

VERIZON WIRELESS	June Cellular	14382	07/10/2013	
			07/10/2013	
P.O. BOX 660108	0131		07/10/2013	0.00
DALLAS	BOA	47826	07/10/2013	0.00
TX 75266-0108	9707242383			112.18

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	112.18	0.00

Check No.	47826	Total:	112.18
Total for	VERIZON WIRELESS		112.18

VISION INTERNET PROVIDERS INC	June Web Hosting	14376	07/10/2013	
			07/10/2013	
P.O. BOX 251588	827		07/10/2013	0.00
LOS ANGELES	BOA	47827	07/10/2013	0.00
CA 90025	24978			200.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4311	Internet Service & Web Hosting	200.00	0.00

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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.	47827	Total:	200.00
Total for	VISION INTERNET PROVIDERS IN		200.00

FRED WANG	Refund Deposit	14346	07/10/2013	
			07/10/2013	
727 WESTRIDGE DRIVE	851		07/10/2013	0.00
PORTOLA VALLEY	BOA	47828	07/10/2013	0.00
CA 94028				4,444.15

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	4,444.15	0.00

Check No.	47828	Total:	4,444.15
Total for	FRED WANG		4,444.15

WHITNEY FUSION SWAG	T-Shirts, Zots to Tots/Picnic	14377	07/10/2013	
		00006130	07/10/2013	
1840 41ST AVENUE, STE. 102-264	0359		07/10/2013	0.00
CAPITOLA	BOA	47829	07/10/2013	0.00
CA 95010	40817			1,536.92

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4158	Parks & Recreation Committee	1,536.92	1,536.92

Check No.	47829	Total:	1,536.92
Total for	WHITNEY FUSION SWAG		1,536.92

JANE WILSON	Reimbursement, Zots Race	14378	07/10/2013	
			07/10/2013	
557 CRESTA VISTA LANE	1162		07/10/2013	0.00
PORTOLA VALLEY	BOA	47830	07/10/2013	0.00
CA 94028				96.04

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4158	Parks & Recreation Committee	96.04	0.00

Check No.	47830	Total:	96.04
Total for	JANE WILSON		96.04

WOODLAND SCHOOL	Refund, Facility Deposit	14379	07/10/2013	
			07/10/2013	
360 LA CUESTA DRIVE	0280		07/10/2013	0.00
PORTOLA VALLEY	BOA	47831	07/10/2013	0.00
CA 94028				800.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	800.00	0.00

Check No.	47831	Total:	800.00
Total for	WOODLAND SCHOOL		800.00

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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 Invoices: 64

Grand Total:	275,356.75
Less Credit Memos:	0.00
Net Total:	<u>275,356.75</u>
Less Hand Check Total:	0.00
Outstanding Invoice Total:	<u>275,356.75</u>

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
July 10, 2013

Claims totaling \$275,356.75 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

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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

ACEEE	BECC Conference, de Garreaux	14396	07/24/2013	
BECC Conference		00006137	07/24/2013	
ATTN- KATHRYN HOTTEL	1169		07/24/2013	0.00
WASHINGTON	BOA	47832	07/24/2013	0.00
DC 20045-1000				765.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4326	Education & Training	765.00	765.00

Check No.	47832	Total:	765.00
Total for	ACEEE		765.00

MIKE AGOFF	Instructor Fees, Summer 2013	14397	07/24/2013	
			07/24/2013	
2341 KEHOE AVENUE	0016		07/24/2013	0.00
SAN MATEO	BOA	47833	07/24/2013	0.00
CA 94403				1,728.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	1,728.00	0.00

Check No.	47833	Total:	1,728.00
Total for	MIKE AGOFF		1,728.00

ALLIANT INSURANCE SERVICES	Event Insurance, 2nd Qtr	14440	07/24/2013	
			07/24/2013	
SPECIAL EVENTS	475		07/24/2013	0.00
NEWPORT BEACH	BOA	47834	07/24/2013	0.00
CA 92658				222.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4338	Event Insurance	222.00	0.00

Check No.	47834	Total:	222.00
Total for	ALLIANT INSURANCE SERVICES		222.00

ALMANAC	June Advertising	14398	07/24/2013	
			07/24/2013	
450 CAMBRIDGE AVE	0048		07/24/2013	0.00
PALO ALTO	BOA	47835	07/24/2013	0.00
CA 94306	24527			580.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4320	Advertising	580.00	0.00

Check No.	47835	Total:	580.00
Total for	ALMANAC		580.00

AMERICAN DIABETES ASS'N	Deposit Refund	14446	07/24/2013	
			07/24/2013	
1701 NO BEAUREGARD STREET	0087		07/24/2013	0.00
ALEXANDRIA	BOA	47836	07/24/2013	0.00
VA 22311				100.00

GL Number	Description	Invoice Amount	Amount Relieved
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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

05-56-4226	Facility Deposit Refunds	100.00	0.00	
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Check No.	47836	Total:	100.00
Total for	AMERICAN DIABETES ASS'N		100.00

ARC	Street Surface Proj Copies	14400	07/24/2013	
			07/24/2013	
P.O. BOX 192224	0112		07/24/2013	0.00
SAN FRANCISCO	BOA	47837	07/24/2013	0.00
CA 94119-2224	779260			117.96

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4530	CIP12/13 Street Resurface	117.96	0.00

Check No.	47837	Total:	117.96
Total for	ARC		117.96

ASSOCIATED BUSINESS MACHINES	Annual Maint., 8/17-7/31/14	14399	07/24/2013	
			07/24/2013	
1552 BEACH STREET	0017		07/24/2013	0.00
EMERYVILLE	BOA	47838	07/24/2013	0.00
CA 94608	2130945			830.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4314	Equipment Services Contracts	830.00	0.00

Check No.	47838	Total:	830.00
Total for	ASSOCIATED BUSINESS MACHINI		830.00

BREATHE CALIFORNIA	Deposit Refund	14445	07/24/2013	
			07/24/2013	
2171 JUNIPERO SERRA BLVD	0052		07/24/2013	0.00
DALY CITY	BOA	47839	07/24/2013	0.00
CA 94014-1999				100.00

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

Check No.	47839	Total:	100.00
Total for	BREATHE CALIFORNIA		100.00

CHEYANNE BROWN	Reimb, Wellness Program	14401	07/24/2013	
			07/24/2013	
	1051		07/24/2013	0.00
	BOA	47840	07/24/2013	0.00
				217.48

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	217.48	0.00

Check No.	47840	Total:	217.48
Total for	CHEYANNE BROWN		217.48

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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

CALIFORNIA BLDG STDS COMMISS'N	BSC Report, April-June 2013	14402	07/24/2013	
			07/24/2013	
2525 NATOMAS PARK DRIVE	1003		07/24/2013	0.00
SACRAMENTO	BOA	47841	07/24/2013	0.00
CA 95833				386.10

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4224	BSA/SMIP/DSA Fees	386.10	0.00

Check No.	47841	Total:	386.10
Total for	CALIFORNIA BLDG STDS COMMIS		386.10

CASTLE CONSTRUCTION	Deposit Refund	14405	07/24/2013	
			07/24/2013	
655 MANZANITA WAY	1048		07/24/2013	0.00
WOODSIDE	BOA	47842	07/24/2013	0.00
CA 94062				1,474.37

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	1,474.37	0.00

Check No.	47842	Total:	1,474.37
Total for	CASTLE CONSTRUCTION		1,474.37

CITY OF REDWOOD CITY (IT)	June IT Support	14407	07/24/2013	
			07/24/2013	
P.O. BOX 3629	586		07/24/2013	0.00
REDWOOD CITY	BOA	47843	07/24/2013	0.00
CA 94064	BR29961			1,867.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4216	IT & Website Consultants	1,867.00	0.00

Check No.	47843	Total:	1,867.00
Total for	CITY OF REDWOOD CITY (IT)		1,867.00

CONTEMPORARY ENGRAVING CO.	Nameplate, Kristiansson	14408	07/24/2013	
			07/24/2013	
425 LAMBERT AVE	0191		07/24/2013	0.00
PALO ALTO	BOA	47844	07/24/2013	0.00
CA 94306	31354			16.31

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	16.31	0.00

Check No.	47844	Total:	16.31
Total for	CONTEMPORARY ENGRAVING CC		16.31

COTTON SHIRES & ASSOC. INC.	Emergency Svcs, Alpine Road	14409	07/24/2013	
	March - May 2013		07/24/2013	
330 VILLAGE LANE	0047		07/24/2013	0.00
LOS GATOS	BOA	47845	07/24/2013	0.00
CA 95030-7218	65542			7,200.00

GL Number	Description	Invoice Amount	Amount Relieved
50-68-4475	Alpine Road Repairs	7,200.00	0.00

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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.	47845	Total:	7,200.00
Total for	COTTON SHIRES & ASSOC. INC.		7,200.00

CSG CONSULTANTS INC	June Inspection Services	14410	07/24/2013	
			07/24/2013	
1700 S. AMPHLETT BLVD	622		07/24/2013	0.00
SAN MATEO	BOA	47846	07/24/2013	0.00
CA 94402	024704			624.00

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4062	Temp Bldg Inspection	624.00	0.00

Check No.	47846	Total:	624.00
Total for	CSG CONSULTANTS INC		624.00

CULLIGAN	July Service	14411	07/24/2013	
			07/24/2013	
P. O. BOX 5277	0250		07/24/2013	0.00
CAROL STREAM	BOA	47847	07/24/2013	0.00
IL 60197-5277				42.50

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	42.50	0.00

Check No.	47847	Total:	42.50
Total for	CULLIGAN		42.50

AMY DEBENEDICTIS	Instructor Fees, Summer 2013	14412	07/24/2013	
			07/24/2013	
819 LAUREL AVENUE	2130		07/24/2013	0.00
MENLO PARK	BOA	47848	07/24/2013	0.00
CA 94025				1,104.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	1,104.00	0.00

Check No.	47848	Total:	1,104.00
Total for	AMY DEBENEDICTIS		1,104.00

DEPARTMENT OF CONSERVATION	SMISHMF, April-June 2013	14413	07/24/2013	
			07/24/2013	
Division of Administrative			07/24/2013	0.00
801 K STREET MS22-15	0054		07/24/2013	0.00
SACRAMENTO	BOA	47849	07/24/2013	0.00
CA 95814-3531				1,319.26

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4224	BSA/SMIP/DSA Fees	1,319.26	0.00

Check No.	47849	Total:	1,319.26
Total for	DEPARTMENT OF CONSERVATIO		1,319.26

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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

DIV OF THE STATE ARCHITECT	DSA Fee, April - June 2013	14414	07/24/2013	
			07/24/2013	
ATTN: SB 1186	1085		07/24/2013	0.00
SACRAMENTO	BOA	47850	07/24/2013	0.00
CA 95811				28.50

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4224	BSA/SMIP/DSA Fees	28.50	0.00

Check No.	47850	Total:	28.50
Total for	DIV OF THE STATE ARCHITECT		28.50

ESPOSTO'S CATERING INC	Retirement Lunch, Struthers	14415	07/24/2013	
			07/24/2013	
360 SHAW ROAD, SUITE C	1348		07/24/2013	0.00
SAN FRANCISCO	BOA	47851	07/24/2013	0.00
CA 94080	34033			411.88

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	411.88	0.00

Check No.	47851	Total:	411.88
Total for	ESPOSTO'S CATERING INC		411.88

HALF MOON BAY GRADING & PAVING	CIP Street Surfacing, FY 12-13	14416	07/24/2013	
			07/24/2013	
1780 HIGGINS CANYON ROAD	0350		07/24/2013	0.00
HALF MOON BAY	BOA	47852	07/24/2013	0.00
CA 94019				128,366.86

GL Number	Description	Invoice Amount	Amount Relieved
60-68-4530	CIP12/13 Street Resurface	24,658.41	0.00
65-68-4530	CIP12/13 Street Resurface	103,708.45	0.00

Check No.	47852	Total:	128,366.86
Total for	HALF MOON BAY GRADING & PAV		128,366.86

HEART OF SAN MATEO COUNTY	Admin Fees, FY 13-14	14417	07/24/2013	
			07/24/2013	
139 MITCHELL AVENUE	0201		07/24/2013	0.00
SO. SAN FRANCISCO	BOA	47853	07/24/2013	0.00
CA 94080				1,432.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4223	HEART JPA	1,432.00	0.00

Check No.	47853	Total:	1,432.00
Total for	HEART OF SAN MATEO COUNTY		1,432.00

HIDDEN VILLA FACILITY RENTALS	Staff Retreat Reservation	14418	07/24/2013	
			07/24/2013	
26870 MOODY RD.	1047		07/24/2013	0.00
LOS ALTOS HILLS	BOA	47854	07/24/2013	0.00
CA 94022				700.00

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

05-64-4336	Miscellaneous		700.00	0.00
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Check No.	47854	Total:	700.00
Total for	HIDDEN VILLA FACILITY RENTALS		700.00

HORIZON	Fertilizer, Pump/Rodent Cntrl	14419	07/24/2013	
		00006136	07/24/2013	
P.O. BOX 52758	0289		07/24/2013	0.00
PHOENIX	BOA	47855	07/24/2013	0.00
AZ 85072-2758	1N137163			703.95

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	703.95	703.95

Check No.	47855	Total:	703.95
Total for	HORIZON		703.95

J.W. ENTERPRISES	Portable Lavs, 7/11 - 8/7	14420	07/24/2013	
			07/24/2013	
1689 MORSE AVE	829		07/24/2013	0.00
VENTURA	BOA	47856	07/24/2013	0.00
CA 93003	169188			235.44

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4244	Portable Lavatories	235.44	0.00

Check No.	47856	Total:	235.44
Total for	J.W. ENTERPRISES		235.44

JORGENSON SIEGEL MCCLURE & FLEGEL	June Statement	14441	07/24/2013	
			07/24/2013	
1100 ALMA STREET	0089		07/24/2013	0.00
MENLO PARK	BOA	47857	07/24/2013	0.00
CA 94025				6,877.12

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4182	Town Attorney	6,736.12	0.00
96-54-4186	Attorney - Charges to Appls	141.00	0.00

Check No.	47857	Total:	6,877.12
Total for	JORGENSON SIEGEL MCCLURE &		6,877.12

LUCILLE KALMAN	Instructor Fees, Summer 2013	14421	07/24/2013	
			07/24/2013	
245 OLD SPANISH TRAIL	1082		07/24/2013	0.00
PORTOLA VALLEY	BOA	47858	07/24/2013	0.00
CA 94028				700.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	700.00	0.00

Check No.	47858	Total:	700.00
Total for	LUCILLE KALMAN		700.00

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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

PETER KATZ	Refund CH Deposit	14442	07/24/2013	
	Orig #46550 MIA, Void 7/16		07/24/2013	
2319 LOMA PRIETA LANE	1027		07/24/2013	0.00
MENLO PARK	BOA	47859	07/24/2013	0.00
CA 94025				1,000.00

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

Check No.	47859	Total:	1,000.00
Total for	PETER KATZ		1,000.00

RAMAN KHANNA	Deposit Refund	14403	07/24/2013	
			07/24/2013	
208 ECHO	1050		07/24/2013	0.00
PORTOLA VALLEY	BOA	47860	07/24/2013	0.00
CA 94028				1,284.50

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	1,284.50	0.00

Check No.	47860	Total:	1,284.50
Total for	RAMAN KHANNA		1,284.50

KUTZMANN & ASSOCIATES	June Plan Check	14422	07/24/2013	
			07/24/2013	
39355 CALIFORNIA STREET	0090		07/24/2013	0.00
FREMONT	BOA	47861	07/24/2013	0.00
CA 94538				13,921.25

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4200	Plan Check Services	13,921.25	0.00

Check No.	47861	Total:	13,921.25
Total for	KUTZMANN & ASSOCIATES		13,921.25

PATRICIA LAW	Refund Facility Deposit	14423	07/24/2013	
			07/24/2013	
	559		07/24/2013	0.00
PORTOLA VALLEY	BOA	47862	07/24/2013	0.00
CA 94028				1,000.00

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

Check No.	47862	Total:	1,000.00
Total for	PATRICIA LAW		1,000.00

LYNCH ELECTRIC & SONS INC	New Outlet, Field Access	14424	07/24/2013	
			07/24/2013	
1160 INDUSTRIAL ROAD, #18	1365		07/24/2013	0.00
SAN CARLOS	BOA	47863	07/24/2013	0.00
CA 94070	2013.073			553.74

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	553.74	0.00

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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.	47863	Total:	553.74
Total for	LYNCH ELECTRIC & SONS INC		553.74

MCCLLENAHAN CONSULTING, LLC	ROW Tree Trimming	14425	07/24/2013	
			07/24/2013	
1 ARASTRADERO RD	832		07/24/2013	0.00
PORTOLA VALLEY	BOA	47864	07/24/2013	0.00
CA 94028	62441			3,000.00

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4264	ROW Tree Trimming & Mowing	3,000.00	0.00

Check No.	47864	Total:	3,000.00
Total for	MCCLLENAHAN CONSULTING, LLC		3,000.00

JON MYERS	Reimbursement, PVASL	14426	07/24/2013	
			07/24/2013	
4540 ALPINE ROAD	900		07/24/2013	0.00
PORTOLA VALLEY	BOA	47865	07/24/2013	0.00
CA 94028				1,332.21

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4160	Parks & Rec Adult Sports	1,332.21	0.00

Check No.	47865	Total:	1,332.21
Total for	JON MYERS		1,332.21

SHIVANI NAUTIYAL	Refund Facility Deposit	14427	07/24/2013	
			07/24/2013	
167 LAKE ROAD	1046		07/24/2013	0.00
PORTOLA VALLEY	BOA	47866	07/24/2013	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.	47866	Total:	100.00
Total for	SHIVANI NAUTIYAL		100.00

NICHOLS CONSULTING ENGG	2012/13 Resurf Proj 4/6 - 6/7	14428	07/24/2013	
			07/24/2013	
1885 S. ARLINGTON AVE	0183		07/24/2013	0.00
RENO	BOA	47867	07/24/2013	0.00
NV 89509	424132003			2,345.00

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4503	CIPStreetDesignFutureFY	2,345.00	0.00

Check No.	47867	Total:	2,345.00
Total for	NICHOLS CONSULTING ENGG		2,345.00

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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

PACIFIC THERX	Deposit Refund	14444	07/24/2013	
			07/24/2013	
108 PORTOLA ROAD	1215		07/24/2013	0.00
PORTOLA VALLEY	BOA	47868	07/24/2013	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.	47868	Total:	100.00
Total for	PACIFIC THERX		100.00

PERS HEALTH	August Health Premium	14429	07/24/2013	
			07/24/2013	
VIA EFT	0108		07/24/2013	0.00
	BOA	47869	07/24/2013	0.00
				18,561.45

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4086	Health Insurance Medical	18,561.45	0.00

Check No.	47869	Total:	18,561.45
Total for	PERS HEALTH		18,561.45

PLATINUM FACILITY SERVICES	TC Buildings, Deep Clean	14430	07/24/2013	
			07/24/2013	
1530 OAKLAND RD., #150	402		07/24/2013	0.00
SAN JOSE	BOA	47870	07/24/2013	0.00
CA 95112	13507			2,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4344	Janitorial Services	1,200.00	0.00
25-66-4340	Building Maint Equip & Supp	800.00	0.00

Check No.	47870	Total:	2,000.00
Total for	PLATINUM FACILITY SERVICES		2,000.00

RON RAMIES AUTOMOTIVE, INC.	01' Chevy 1500, Maintenance	14431	07/24/2013	
	June Fuel Statement		07/24/2013	
115 PORTOLA ROAD	422		07/24/2013	0.00
PORTOLA VALLEY	BOA	47871	07/24/2013	0.00
CA 94028	41457			1,033.36

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4334	Vehicle Maintenance	1,033.36	0.00

Check No.	47871	Total:	1,033.36
Total for	RON RAMIES AUTOMOTIVE, INC.		1,033.36

SILICON VALLEY COMMUNITY NEWS	Budget Public Hearing Notice	14432	07/24/2013	
			07/24/2013	
PO BOX 513120	1045		07/24/2013	0.00
LOS ANGELES	BOA	47872	07/24/2013	0.00
CA 90051-1120	0000652169			179.17

GL Number	Description	Invoice Amount	Amount Relieved
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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

05-64-4320	Advertising		179.17	0.00
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Check No.	47872	Total:	179.17
Total for	SILICON VALLEY COMMUNITY NE		179.17

SMALL BUSINESS BENEFIT PLAN TR	August Dental/Vision	14433	07/24/2013	
			07/24/2013	
	0132		07/24/2013	0.00
BELMONT	BOA	47873	07/24/2013	0.00
CA 94002-0156				2,446.30

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4090	Health Ins Dental & Vision	2,446.30	0.00

Check No.	47873	Total:	2,446.30
Total for	SMALL BUSINESS BENEFIT PLAN		2,446.30

ROB SMOOT	Deposit Refund	14404	07/24/2013	
			07/24/2013	
10 RUSSELL AVE	1049		07/24/2013	0.00
PORTOLA VALLEY	BOA	47874	07/24/2013	0.00
CA 94028				1,142.11

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	1,142.11	0.00

Check No.	47874	Total:	1,142.11
Total for	ROB SMOOT		1,142.11

STAPLES	June Statement	14434	07/24/2013	
			07/24/2013	
STAPLES CREDIT PLAN	430		07/24/2013	0.00
DES MOINES	BOA	47875	07/24/2013	0.00
IA 50368-9020				935.25

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	935.25	0.00

Check No.	47875	Total:	935.25
Total for	STAPLES		935.25

STATE COMP INSURANCE FUND	July Premium	14435	07/24/2013	
			07/24/2013	
PO BOX 748170	0122		07/24/2013	0.00
LOS ANGELES	BOA	47876	07/24/2013	0.00
CA 90074-8170				1,652.67

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4094	Worker's Compensation	1,652.67	0.00

Check No.	47876	Total:	1,652.67
Total for	STATE COMP INSURANCE FUND		1,652.67

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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

TOTLCOM, INC.	Staff VM Programming	14447	07/24/2013	
			07/24/2013	
65 HANGAR WAY	349		07/24/2013	0.00
WATSONVILLE	BOA	47877	07/24/2013	0.00
CA 95076	216503			90.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	90.00	0.00

Check No.	47877	Total:	90.00
Total for	TOTLCOM, INC.		90.00

TOWNSEND MGMT, INC	June Applicant Charges	14436	07/24/2013	
			07/24/2013	
P.O. BOX 24442	609		07/24/2013	0.00
SAN FRANCISCO	BOA	47878	07/24/2013	0.00
CA 94124				1,330.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4194	Engineer - Charges to Appls	1,330.00	0.00

TOWNSEND MGMT, INC	2012-13 Street Resurf Project	14449	07/24/2013	
			07/24/2013	
P.O. BOX 24442	609		07/24/2013	0.00
SAN FRANCISCO	BOA	47878	07/24/2013	0.00
CA 94124				4,655.00

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4530	CIP12/13 Street Resurface	4,655.00	0.00

Check No.	47878	Total:	5,985.00
Total for	TOWNSEND MGMT, INC		5,985.00

TREE SPECIALIST INC	ROW Tree Removal/Trimming	14448	07/24/2013	
	Fire Brush Abatement		07/24/2013	
1198 NEVADA AVE	839		07/24/2013	0.00
SAN JOSE	BOA	47879	07/24/2013	0.00
CA 95125				20,200.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4333	Fire Prevention	12,700.00	0.00
20-60-4264	ROW Tree Trimming & Mowing	7,500.00	0.00

Check No.	47879	Total:	20,200.00
Total for	TREE SPECIALIST INC		20,200.00

U.S. BANK EQUIPMENT FINANCE	July Copier Lease	14437	07/24/2013	
			07/24/2013	
P.O. BOX 790448	472		07/24/2013	0.00
ST. LOUIS	BOA	47880	07/24/2013	0.00
MO 63179-0448	231723420			436.32

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4312	Office Equipment	436.32	0.00

Check No.	47880	Total:	436.32
Total for	U.S. BANK EQUIPMENT FINANCE		436.32

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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

KATHY WADDELL	Instructor Fees, Summer 2013	14438	07/24/2013	
			07/24/2013	
460 CERVANTES ROAD	1354		07/24/2013	0.00
PORTOLA VALLEY	BOA	47881	07/24/2013	0.00
CA 94028				1,152.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	1,152.00	0.00

Check No.	47881	Total:	1,152.00
Total for	KATHY WADDELL		1,152.00

WEMORPH INC	Stationery/Business Cards	14439	07/24/2013	
			07/24/2013	
904 INDUSTRIAL AVENUE	1360		07/24/2013	0.00
PALO ALTO	BOA	47882	07/24/2013	0.00
CA 94303	13395, 13403			346.80

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	346.80	0.00

Check No.	47882	Total:	346.80
Total for	WEMORPH INC		346.80

WESTERN WHEELERS BIKE CLUB	Deposit Refund	14443	07/24/2013	
			07/24/2013	
PO BOX 60367	1044		07/24/2013	0.00
PALO ALTO	BOA	47883	07/24/2013	0.00
CA 94306				100.00

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

Check No.	47883	Total:	100.00
Total for	WESTERN WHEELERS BIKE CLUE		100.00

Total Invoices:	53	Grand Total:	239,046.86
		Less Credit Memos:	0.00
		Net Total:	239,046.86
		Less Hand Check Total:	0.00
		Outstanding Invoice Total:	239,046.86

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
July 24, 2013

Claims totaling \$239,046.86 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 Members of the Town Council

FROM: Howard Young, Public Works Director

DATE: July 24, 2013

RE: **Acceptance of the Town of Portola Valley 2012/2013 Street Resurfacing Project #2012-PW01**

RECOMMENDATION

It is recommended that the Town Council adopt the attached resolution accepting as completed the Town of Portola Valley 2012/2013 Street Resurfacing Project #2012-PW01, authorizing final payment concerning such work, and directing the Town Clerk to file a Notice of Completion.

BACKGROUND

At its March 13, 2013 meeting, the Town Council approved the 2012/2013 Street Resurfacing plans and called for sealed bids for the project. Half Moon Bay Grading and Paving, Inc. was awarded the contract for the project. The Council authorized the Town Manager to award the project to the lowest responsible bidder.

DISCUSSION

The project was substantially completed in June 2013 within the allocated budget. The fiscal year 2012/2013 adopted budget allocated \$368,000 for construction. The amount spent on construction was \$346,009. The contract still requires Half Moon Bay Grading and Paving, Inc. to warranty all improvements for 1 year. The contractor and staff have performed a final inspection of the improvements. Staff recommends to the Town Council acceptance of the improvements as complete.

FISCAL IMPACT

This action will enable final payment of retention funds to the Contractor.

ATTACHMENTS

1. Resolution

APPROVED – Nick Pegueros, Town Manager *N.P.*

RESOLUTION NO. _____-2013

**RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY TO ACCEPT THE COMPLETED TOWN OF PORTOLA
VALLEY 2012/2013 STREET RESURFACING PROJECT #2012-PW01 AND
AUTHORIZING FINAL PAYMENT TO "HALF MOON BAY GRADING AND PAVING,
INC." CONCERNING SUCH WORK, AND DIRECTING THE TOWN CLERK TO FILE A
NOTICE OF COMPLETION**

WHEREAS, the Public Works Director of the Town of Portola Valley has, in writing, made and filed in the Office of Town Clerk his notice certifying that the work under the contract described above has been completed in conformance with the Plans and Specifications for said project, and has recommended that said work be accepted as complete and satisfactory,

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

1. The above-described work as mentioned in the Notice of Completion of the Public Works Director is hereby accepted as substantially complete, and the appropriate officer of the Town is authorized to make final payment concerning the above-described work.

2. The Town Clerk is hereby authorized and directed to file with the County Recorder of the County of San Mateo, the Notice of Completion of said project within ten (10) days from the date of this resolution.

PASSED AND ADOPTED this _____ day of _____, 2013.

Mayor

ATTEST:

Town Clerk



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Councilmembers

FROM: Sandy Sloan, Town Attorney

DATE: July 18, 2013

RE: **Amendment No. 2 to the Town Manager Employment Agreement**

The Town Manager Employment Agreement between the Town of Portola Valley and Nicholas M. Pegueros was entered into on May 1, 2012 and amended in November 2012. The Town Council recently reviewed the Town Manager's performance. The attached resolution and amendment reflect their proposed change to the Town Manager Employment Agreement.

ATTACHMENT

1. Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of Amendment No. 1 to Town Manager Employment Agreement between the Town of Portola Valley and Nicholas M. Pegueros
2. Amendment No. 2 to Town Manager Employment Agreement

cc: Town Manager

RESOLUTION NO. _____

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY
APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE
TOWN MANAGER EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF
PORTOLA VALLEY AND NICHOLAS M. PEGUEROS**

WHEREAS, the Town Council of the Town of Portola Valley (“Town”) has read and considered that certain Amendment No. 2 to the Town Manager Employment Agreement (“Amendment”) between the Town and Nicholas M. Pegueros.

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

1. Public interest and convenience require the Town to enter into the Amendment described above.

2. The Town of Portola Valley hereby approves the Amendment and the Mayor is hereby authorized on behalf of the Town to execute the Amendment between the Town of Portola Valley and Nicholas M. Pegueros.

PASSED AND ADOPTED this _____ day of _____, 2013

By: _____
Mayor

ATTEST:

Town Clerk

**AMENDMENT NO. 2 TO
TOWN MANAGER EMPLOYMENT AGREEMENT**

This Amendment No. 2 is made as of July 1, 2013, with respect to that certain Town Manager Employment Agreement (“Agreement”) by and between the Town of Portola Valley (“Town”) and Nicholas M. Pegueros (“Pegueros”).

RECITALS

A. The Town and Pegueros entered into the Agreement on May 1, 2012, and Amendment No. 1 to the Agreement on November 28, 2012, to set forth the terms and conditions by which Pegueros serves as Town Manager for the Town.

B. The Town now desires to amend the Agreement to increase Pegueros’ Base Salary.

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

1. Base Salary. The Base Salary set out in Section 3 of the Agreement is hereby amended to be One Hundred Seventy-Two Thousand Dollars (\$172,000.00) per year, effective July 1, 2013.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date set forth above.

TOWN OF PORTOLA VALLEY:

NICHOLAS M. PEGUEROS:

Mayor

Town Manager

ATTEST:

Town Clerk



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Stacie Nerdahl, Administrative Services Manager

DATE: July 24, 2013

RE: **Consultant Services Agreements**

RECOMMENDATION

It is recommended that the Town Council authorize entry into each of the agreements indicated below and attached per corresponding attachment numbers:

1. CleanStreet for Street Sweeping Services
2. Cotton Shires & Associates, Inc. for Geologic Services
3. CSG Consultants, Inc. for Building Plan Review/Inspection Services
4. Kutzmann & Associates for Plan Review Services
5. Nolte Associates, Inc. for Engineering Services
6. Spangle & Associates for Planning Services

DISCUSSION

The Town's consultant services agreements with the above firms expired June 30, 2013. All of the agreements with the exception of Spangle & Associates were three-year agreements. As staff is satisfied with the service(s) that these firms have provided to the Town, and the firms are requesting rate increases in line with CPI, it is therefore proposed that the Council enter into new agreements with each firm. Except for Spangle, staff is again recommending three-year agreements with each consultant. Any changes to scope of services or rates are as indicated below:

CleanStreet for Street Sweeping Services – Consultant has requested a 7.3% fee increase for services to allow for prior three years' CPI (Consumer Price Index) increases. Rates were last increased in July 2008.

Cotton Shires & Associates, Inc. for Geologic Services – Rates reflect annual increases that total 7.4% over the term of the three-year agreement, which consultant indicates is 18% less than the fees charged to private clients. Rates were last increased in 2008.

CSG Consultants, Inc. for Building Plan Review/Inspection Services – Consultant has requested an overall increase of 7-9% for building inspection services only. No increase was requested for plan review services. Rates were last increased in 2008.

Kutzmann & Associates, Inc. for Plan Review Services - No increase in rates was requested; rates were last increased in 2010.

Nolte Associates, Inc. for Engineering Services – No increase in rates was requested; rates were last increased in 2008.

Spangle & Associates for Planning Services – With the commencement of the transition process to in-house planning, consultant has accordingly reduced their monthly retainer for support services to the Town Council, Planning Commission and ASCC by 10%. The hourly rates for billable services are unchanged.

FISCAL IMPACT

Sufficient funds have been included in the adopted budget for 2013-14 for costs associated with each of these contracts. Future years' budgets will include any further stipulated adjustments.

ATTACHMENTS

Agreements between Town and:

1. CleanStreet
2. Cotton Shires & Associates, Inc.
3. CSG Consultants, Inc.
4. Kutzmann & Associates, Inc.
5. Nolte Associates, Inc.
6. Spangle & Associates

APPROVED – Nick Pegueros, Town Manager *N.P.*

AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 2013, by and between the TOWN OF PORTOLA VALLEY ("Town") and CLEANSTREET ("Contractor"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACTOR. Shall provide or furnish the following specified services and/or materials:

Perform street sweeping and litter clean-up services for the Town on a schedule as outlined in the proposal attached as Exhibit A, provided that the services shall be performed only Mondays through Fridays (excepting holidays) between the hours of 8:00 a.m. and 5:30 p.m.

Complete a monthly report of sweeping activities for the Town. This report shall be in the standard form used as a part of the San Mateo Countywide Stormwater Pollution Prevention Program.

2. EXHIBITS. The following attached exhibits are hereby made part of this Agreement:

Exhibit A-proposal

3. TERMS. The services and/or materials furnished under this Agreement shall be provided from July 1, 2013 to June 30, 2016.

4. COMPENSATION. After full performance of this Agreement:

Town shall pay Contractor: As set forth in Exhibit A, on a monthly basis, upon receipt of invoice.

Contractor shall pay Town:

5. GENERAL TERMS AND CONDITIONS

- a. **HOLD HARMLESS.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees from any and all demands, claims or liability of any nature caused by, or arising out of the performance of Contractor under this Agreement.
- b. **INSURANCE.** Contractor shall file with the Town a certificate of insurance before commencing any services under this Agreement meeting minimum coverage requirements established by the Town Manager. The contractor must have a Town business license.
- c. **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, sexual orientation, ancestry, religion or sex of such person.
- d. **INTEREST OF CONTRACTOR.** It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between the Town and undersigned. At all times Contractor shall be deemed to be an independent Contractor and Contractor is not authorized to bind the Town to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Town.
- e. **CHANGES.** This Agreement shall not be assigned or transferred without the written consent of the Town. No changes or variations of any kind are authorized without the written consent of the Town Manager.

f. TERMINATION. This Agreement may be terminated immediately, with or without cause, by Town upon written notice to Contractor. Monies then owing based upon work satisfactorily accomplished shall be paid to Contractor.

6. INVOICING. Send all invoices to the contract coordinator at the address below.

This Agreement shall become effective upon its approval and execution by Town. In witness whereof, the parties have executed this agreement the day and year first written above.

Contract Representatives:

Town of Portola Valley

Town Manager
765 Portola Road
Portola Valley, CA 94028
(650) 851-1700, ext. 215

CleanStreet

Jere Costello, President/CEO
1918 West 169th Street
Gardena, CA 90247
(800) 225-7316

CONTRACTOR:

By:  _____

Title: President/CEO

Social Security or I.R.S. Number: 95-4147708

TOWN OF PORTOLA VALLEY:

By: _____
Mayor

Attest: _____
Town Clerk

EXHIBIT A

Contractor shall provide street sweeping and litter clean-up services to the Town as follows:

- | | |
|---|------------|
| 1. Monthly Sweep Service, Route 1 | \$659.52 |
| 2. Biweekly Right-of-Way Litter Cleanup, per service | \$435.05 |
| 3. Quarterly service for all remaining streets. Note: The amount of debris on the streets after three (3) months of non-sweeping is greater than expected. This causes the time to sweep the streets to increase along with the amount of debris collected. | \$2,963.85 |
| 4. On-Call Emergency Street Sweeping | as quoted |

The above prices shall be in effect from July 1, 2013 through June 30, 2016.

ATTACHMENT #2

**AGREEMENT FOR
GEOTECHNICAL AND ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 by and between the Town of Portola Valley, a municipal corporation, ("Town") and Cotton Shires & Associates, Inc. ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide geotechnical and engineering services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to provide review, investigation and recommendations relative to geologic and geotechnical matters affecting private development and public infrastructure within the Town's jurisdiction.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed in accordance with the Schedule of Performance attached hereto as Exhibit B, or upon receipt of a Notice to Proceed setting forth the specific tasks to be completed. All services provided shall be performed on a timely basis.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work in accordance with customary professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for three (3) years or until terminated in accordance with Section 17 below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C.

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

8. REPRESENTATIVE. Ted Sayre is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Ted Sayre were a substantial inducement for Town to enter into this Agreement. Therefore, Ted Sayre shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion

of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

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

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

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

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

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

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Fax: (650) 851-4677

To Consultant:

Ted Sayre
Cotton, Shires & Associates
330 Village Lane
Los Gatos, CA 95030
Fax: (408) 354-1852

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

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with

respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

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

TOWN:

By: _____
Mayor

CONSULTANT:

By: Ted Sayre
Name (printed): Ted Sayre
Title: Principal Cotton, Shires and Associates, Inc.
EIN 94-2246887

ATTEST:

Town Clerk

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

PROFESSIONAL SERVICES

The following geotechnical services shall be provided by the Town Geologist/ Geotechnical Consultant, Cotton Shires and Associates, Inc. ("Consultant") to the Town of Portola Valley ("Town") and will be compensated for by the deposit of each private application:

1. Review of applications pursuant to the zoning, subdivision, site development and building ordinances. Review of other applications as may be required by the Town Manager.
2. Definition of the geologic and geotechnical engineering site conditions of each application and recommendation of the type and scope of geotechnical investigation(s) needed to evaluate any technical problems.
3. Critical review of engineering geologic and/or soil engineering reports submitted to the Town in support of any application.
4. Provision of recommendations for consideration by the Planning Commission and/or Council as conditions of approval for each.
5. Attendance of Subdivision Committee meetings in regard to specific subdivision applications.
6. Written responses to applications should be received by the Town within two weeks or less for all but very complex cases. Exceptions to this shall be requested, in writing, by the Consultant and approved by the Town Manager.

CONDITIONS OF SERVICE

The Consultant shall agree to the following conditions of service to the Town:

1. Keep abreast of geological and planning developments in the Town and advise the Town on those matters which the Consultant believes deserve Town attention.
2. Attend Town Council, Planning Commission or Subdivision Committee meetings as may be required by the Town Manager.
3. Receive and respond in a timely manner to phone calls and written communications from Town staff, Town consultants, Chairperson of the Planning Commission, and Chairpersons of Committees.

4. Designate and provide, from the Consultant's staff, a professional individual(s) to be delegated responsibility to perform work for the Town under the direction of the Consultant, and see that Town requests are met in a timely manner.
5. Detailed project time sheets will be provided to the Town and will accompany monthly statements. These time sheets will contain the following information: job name and number, date of each entered item, time spent, nature of time spent, identification of the individual performing the work, billing rate, charges and total. Project charges will not be forwarded to the Town prior to the Town's receipt of a written report.
6. Whenever it appears that a request for information is generating more than \$500 in chargeable time, then authorizations must be submitted to and approved by the Town Manager. Processing should cease until further authorization is received.
7. Assist the Town staff in providing details regarding billing at Applicant's request.
8. Applicants will be advised through the Deposit Application form that the Consultant and other officials may visit the site. However, applicants should have the option to request being present during the visits. In cases where the Applicant wishes, the Town staff will provide telephone numbers, and an appointment must be arranged by the Consultant's office with the Applicant. However, it should be understood by the Applicant that the arrangement of a site visit and associated phone calls may require more time, and hence, add to the Applicant's costs.
9. Any unauthorized work by the Consultant shall not be reimbursed by the Town.

FIELD EXPLORATION

Unless otherwise agreed, Town will furnish right-of-entry on land for planned field operations. Town will also provide Consultant with locations and depths of buried utilities and structures. Consultant will take responsible precautions to minimize damage to land from use of equipment, but Consultant's fee does not include cost of restoration of damage resulting from Consultant's exploration operations. Consultant will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to Consultant's attention and correctly shown on plans furnished to Consultant.

AVAILABILITY FOR SPECIAL PROJECTS

The Consultant shall be available for special projects as requested by the Town Manager and authorized by the Town Council, and for emergency projects (e.g. landslides, litigation support, etc.) as requested by the Town Manager. Special and emergency projects shall be billed in accordance with the current standard Schedule of Charges of the Consultant (see Exhibit C). Clerical time and expenses for these projects will not be charged by the Consultant.

EXHIBIT B
(SCHEDULE OF PERFORMANCE)

Not Applicable

EXHIBIT C**(COMPENSATION)**

Cotton, Shires and Associates, Inc.

<u>Personnel</u>	<u>2013-14 FY</u>	<u>2014-15 FY</u>	<u>2015-16 FY</u>
Principal Geologist/Engineer	\$165/hr	\$168/hr	\$172/hr
Senior Geologist/Engineer	\$123/hr	\$126/hr	\$128/hr
Staff Geologist/Engineer	\$105/hr	\$107/hr	\$110/hr
Support/Clerical	0	0	0

The indicated fees reflect an approximate 18 percent reduction from Cotton Shires & Associates' Schedule of Charges for private clients. We are able to offer the Town this discount because the ongoing work generated from a Town Geotechnical Consultant agreement typically proceeds without significant proposal costs. In addition, such consulting work does not involve us directly as a design professional for proposed structures, and consequently results in somewhat reduced liability exposure.

EXHIBIT D

(INSURANCE REQUIREMENTS)

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

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

1.1 Insurance Services Office (ISO) Form No. CG 0001 covering Commercial General Liability on an "occurrence" basis, including products-completed operations, personal injury and advertising injury.

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

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

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

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

2.1 **Commercial General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

2.3 **Workers' Compensation and Employer's Liability.** Workers' compensation insurance with Statutory Limits as required by the Labor Code of the State of California, and Employer's Liability Insurance with One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

2.4 **Errors and Omissions Liability.** One Million Dollars (\$1,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

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

4. OTHER INSURANCE PROVISIONS.

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

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later versions used.

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

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

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

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

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

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provisions set forth in subsections 4.1.3 and 4.1.4 above.

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

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage with a Retroactive Date prior to the contract effective date, or extended reporting period, be maintained by Consultant for a period of 5 years after completion of the contract.

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

Proof of insurance shall be mailed to the following address:

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

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

**AGREEMENT FOR
BUILDING PLAN REVIEW AND INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 by and between the Town of Portola Valley, a municipal corporation, ("Town") and CSG Consultants, Inc., ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide building plan review and inspection services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to provide review of building plans and inspection of construction relating to private development within the Town's jurisdiction.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed in accordance with the Schedule of Performance attached hereto as Exhibit B, or upon receipt of a Notice to Proceed setting forth the specific tasks to be completed. All services provided shall be performed on a timely basis.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession and in a manner reasonably satisfactory to the Town.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for three (3) years or until terminated in accordance with Section 17 below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C.

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

8. REPRESENTATIVE. Doug Rider is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Doug Rider were a substantial inducement for Town to enter into this Agreement. Therefore, Doug Rider shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant

without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

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

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law,

Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

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

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

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

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Phone: (650) 851-1700, x 215
Fax: (650) 851-4677

To Consultant:

Doug Rider
CSG Consultants, Inc.
1700 S. Amphlett Blvd., 3rd Floor
San Mateo, CA 94402
Phone: (650) 522-2500
Fax: (650) 522-2599

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

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with


respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

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

TOWN:

By: _____
Mayor

CONSULTANT:

By: 
Name (printed): Charles D Rider
Title: Secretary
EIN 91-2053749

ATTEST:

Town Clerk

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

Consultant shall provide the following services to the Town upon request:

A. Building inspections to enforce all applicable codes. Consultant shall provide each inspector with code books, safety equipment, cell phones, vehicles, and any other equipment necessary to carry out inspection services.

B. In-house and over the counter plan review of submitted residential, commercial and industrial (non-structural) building plans as coordinated by the Town.

EXHIBIT B

(SCHEDULE OF PERFORMANCE)

Not applicable

EXHIBIT C

BUILDING SERVICES FEE SCHEDULE

CSG invoices monthly for services provided the previous month. The City will receive a detailed account of work performed and cost.

Plan Review Services

Building Plan Review	75% of City's fee
Includes up to 3 resubmittals	
Building Plan Review (Hourly)	\$89.00 per hour
Plan review includes revisions, deferred submittals, etc.	
Structural Plan Review Only	50% of City's fee
Fire Plan Review	\$94.00 per hour
Expedited Plan Review	90% of City's fee
Expedited Plan Review (Hourly)	1.5 x CSG's hourly review fee

Building Inspection Services

Residential Combination Building Inspector	\$85.00 per hour
Four (4) hour minimum per request Work beyond four (4) hours, billed at eight (8) hours	
Senior Building Inspector	\$95.00 per hour
Four (4) hour minimum per request Work beyond four (4) hours, billed at eight (8) hours	

Building Department Services

Permit Counter Technician	\$70.00 per hour
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Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made by mutual agreement based upon current CPI. At the City's request, CSG staff can be available for special overtime and night hourly requests, at one and one-half time compensation, and weekend and holiday hourly requests, at double time compensation.

EXHIBIT D

(INSURANCE REQUIREMENTS)

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

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

1.1 Insurance Services Office (ISO) Form No. CG 0001 covering Commercial General Liability on an "occurrence" basis, including products-completed operations, personal injury and advertising injury.

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

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

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

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

2.1 **Commercial General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

2.3 **Workers' Compensation and Employer's Liability.** Workers' compensation insurance with Statutory Limits as required by the Labor Code of the State of California, and Employer's Liability Insurance with One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

2.4 **Errors and Omissions Liability.** One Million Dollars (\$1,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

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

4. OTHER INSURANCE PROVISIONS.

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

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later versions used.

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

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

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

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

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

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provisions set forth in subsections 4.1.3 and 4.1.4 above.

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

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage with a Retroactive Date prior to the contract effective date, or extended reporting period, be maintained by Consultant for a period of 5 years after completion of the contract.

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

Proof of insurance shall be mailed to the following address:

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

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

ATTACHMENT #4

**AGREEMENT FOR
PLAN REVIEW SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the Town of Portola Valley, a municipal corporation, ("Town") and KUTZMANN AND ASSOCIATES, INC., ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide full service building plan review services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to provide plan review services for conformance of development plans with the current editions of the Uniform Codes and any local amendments to the codes, including without limitation, a review of architectural, structural, disabled access, energy, plumbing, mechanical and electrical code items.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed in accordance with the Schedule of Performance attached hereto as Exhibit B, or upon receipt of a Notice to Proceed setting forth the specific tasks to be completed. All services provided shall be performed on a timely basis.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for three (3) years or until terminated in accordance with Section 17 below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C.

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

8. REPRESENTATIVE. Patricia Kutzmann is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Patricia Kutzmann were a substantial inducement for Town to enter into this Agreement. Therefore, Patricia Kutzmann shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion

of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

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

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

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

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

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

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Fax: (650) 851-4677

To Consultant:

Patricia Kutzmann
Kutzmann and Associates, Inc.
39355 California Street, #200
Fremont, CA 94538
Fax: (510) 796-9422

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

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with


respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

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

TOWN:

By: _____
Mayor

CONSULTANT:

By: 
Name (printed): PATRICIA KUTZMANN
Title: PRESIDENT
EIN 94-3132142

ATTEST:

Town Clerk

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

Consultant will provide the Town full service plan review services for conformance of plans with the current editions of the Uniform Codes and any local amendments to the codes, including without limitation, a review of architectural, structural, disabled access, energy, plumbing, mechanical and electrical code items.

In providing services pursuant to this agreement, the Consultant shall interface with the Town's designated representatives, as well as permit applicants or their representatives to ensure effective and timely communication of plan check comments.

EXHIBIT B**(SCHEDULE OF PERFORMANCE)**

Consultant shall provide services in a professional and diligent manner, and shall endeavor to complete project review and other services in accordance with the following schedule:

Major Projects: Upon receipt of project plans and all other necessary documents from the Town relating to major projects Consultant shall perform review and provide comments to the Town no more than twenty (20) business days following receipt of the documents to be reviewed. Major projects are defined as those involving a new structure or a major remodel of one thousand (1,000) square feet or more of an existing structure.

Small Projects: Upon receipt of project plans and all other documents from the Town that are necessary to review minor projects that Consultant shall perform review and provide comments to the Town no more than fifteen (15) business days following receipt of the documents to be reviewed. Minor projects are defined as those that do not meet the criteria of major projects, as set forth in the preceding paragraph.

When necessary, projects subsequently submitted to Consultant to be re-checked shall be returned to the Town with final comments within five (5) business days. The parties hereto acknowledge that in those instances where project plans are substantially incomplete, the subsequent review period may be longer. When the Consultant deems project plans are substantially incomplete, the initial letter to the applicant providing detailed comments concerning the plan deficiencies shall also indicate that subsequent review may require additional time to complete.

Review of revised plans for projects for which permits have already been issued shall be completed as expeditiously as possible, with comments returned to the Town no more than five (5) business days following Consultant's receipt of the plans to be reviewed.

EXHIBIT C

For a complete plan review including architectural, structural, plumbing, mechanical, electrical, energy and disabled access review (as applicable): 75% of the plan check fee collected by the Town. This fee covers the initial plan review and one recheck. Additional reviews and revisions to projects which have obtained a permit are invoiced based on consultant's hourly billing rate.

The yearly retainer for CASp is \$450.00 which entitles the jurisdiction to 3 hours of consultation.

HOURLY CHARGES

The hourly billable rates and charges indicated below are reviewed in July of each year and modified when appropriate. Unless other arrangements have been made, charges on all projects will be based on the latest schedule of charges.

A. <u>PERSONNEL CHARGES</u>	<u>HOURLY BILLING RATE</u>
Plan Checkers	\$95.00
Support Services (including plan sheet insertion as needed)	\$47.50
CASp Consultation (Certified Accessibility Specialist)	\$150.00

Personnel charges are not billed for general secretarial services, office management, accounting and maintenance; these items are included in overhead.

B. MISCELLANEOUS CHARGES

1. Car travel (includes mileage from consultant's office to jurisdiction and return, and mileage within the jurisdiction)	\$0.50 per mile
2. Printing and copying	\$0.25 per page
3. Other outside services	Actual cost plus 10%

EXHIBIT D

(INSURANCE REQUIREMENTS)

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

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

1.1 Insurance Services Office (ISO) Form No. CG 0001 covering Commercial General Liability on an "occurrence" basis, including products-completed operations, personal injury and advertising injury.

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

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

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

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

2.1 **Commercial General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

2.3 **Workers' Compensation and Employer's Liability.** Workers' compensation insurance with Statutory Limits as required by the Labor Code of the State of California, and Employer's Liability Insurance with One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

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

4. OTHER INSURANCE PROVISIONS.

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

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later versions used.

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

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

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

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

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

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provisions set forth in subsections 4.1.3 and 4.1.4 above.

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

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage with a Retroactive Date prior to the contract effective date, or extended reporting period, be maintained by Consultant for a period of 5 years after completion of the contract.

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

Proof of insurance shall be mailed to the following address:

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

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 24th day of July, 2013 by and between the TOWN OF PORTOLA VALLEY, a municipal corporation, ("Town") and NOLTE ASSOCIATES, INC., ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide certain technical and administrative engineering services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to provide engineering services in connection with public works and other projects requiring civil engineering within the Town's jurisdiction.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed in accordance with the Schedule of Performance attached hereto as Exhibit B, or upon receipt of a Notice to Proceed setting forth the specific tasks to be completed. All services provided shall be performed on a timely basis.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant will perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed and to the reasonable satisfaction of the Town.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for three (3) years or until terminated in accordance with Section 17 below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit B, or as identified within the Notice to Proceed. All work must be completed to the reasonable satisfaction of the Town. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. Charmaine Zamora is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Charmaine Zamora were a substantial inducement for Town to enter into this Agreement. Therefore, Charmaine Zamora shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town. Any unauthorized reuse or alteration of the Consultant's work product by the Town will be at the Town's sole risk.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion

of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

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

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

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

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

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

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Fax: (650) 851-4677

To Consultant:

Contracts and Legal Affairs
Nolte Associates, Inc.
2495 Natomas Park Drive, 4th Floor
Sacramento, CA 95833
Fax: (916) 641-9222

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

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or

agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

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

TOWN:

By: _____
Mayor

CONSULTANT:

By: Parag Mehta

Name (printed): Parag Mehta

Title: Senior Vice President

EIN 94-2706173

ATTEST:

Town Clerk

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

1. Acting Town Engineer Services.

1.1 During absences of the Town Engineer, the Town may, with written notice by the Town Manager, appoint Charmaine Zamora or another licensed civil engineer from Consultant as acting Town Engineer for the Town (“Acting Town Engineer”). The Acting Town Engineer shall perform the following professional services as directed by the Town Manager or his/her designee:

1.1.1 Review and signing of all maps, plans and other documents which require the approval and signature of the Town Engineer as a registered Civil Engineer.

1.1.2 Review, inspect and check of permit applications for subdivisions, site development, encroachments, grading plans, improvement plans, and other subdivision documents for compliance with all applicable laws, the Town of Portola Valley Municipal Code, the Town standards, the Subdivision Map Act, and accepted engineering practices.

1.1.3 In connection with capital improvement projects,

1.1.3.1 Make recommendations for and assist with preparation of budgets for capital improvements.

1.1.3.2 Design and prepare plans, specifications and probable construction cost estimates for specific capital improvement projects.

1.1.3.3 Provide on-site construction observation services for the Town’s capital improvement projects and subdivisions.

1.1.4 Prepare Federal, State and local funding and loan applications.

1.1.5 Coordinate with and provide consultation regarding planning issues on a regular basis, including but not limited to providing master planning and site planning services to the Town Planner.

1.1.6 Assist Town with engineering administration matters, including, but not limited to, the formulation and updating of standards, specifications and building codes.

1.1.7 Attend meetings, make presentations and provide consultation to Town staff, Planning Commission, Town Council and property owners and developers, as required.

1.1.8 Perform any other specific services as requested by the Town Manager, including, but not limited to making recommendations regarding staff priorities and conducting a general survey or inspection of the public improvements within the Town.

2. Consulting Services.

2.1 Upon request of the Town Manager, Consultant shall perform the following consulting services:

- 2.1.1 Civil Engineering
- 2.1.2 Hydraulic and Hydrological Engineering
- 2.1.3 Traffic Engineering
- 2.1.4 Structural and Seismic Engineering
- 2.1.5 Right-of-Way Engineering
- 2.1.6 Surveying, Mapping, GIS, and Construction Staking Services
- 2.1.7 Utilities Engineering
- 2.1.8 Construction Inspection and Management
- 2.1.9 Cost Estimates
- 2.1.10 Bid Assistance
- 2.1.11 Permit Assistance
- 2.1.12 CADD
- 2.1.13 Planning
- 2.1.14 Assessment District Assistance
- 2.1.15 Sanitary Engineering

2.2 In connection with the performance of any of the foregoing services, Consultant shall coordinate the design and engineering work with other Town consultants or subconsultants to Consultant, including, but not limited to geotechnical engineers, planners, architects, or municipal financial consultants.

EXHIBIT B

(SCHEDULE OF PERFORMANCE)

Not Applicable

NOLTE ASSOCIATES, INC.

Northern California 2013 Charge Rates Schedule

Office:

Technical Services

Engineering Aide/Planning Aide	\$70.00/hour
Project Assistant.....	\$96.00/hour
Project Administrator.....	\$120.00/hour
CADD Technician I.....	\$105.00/hour
CADD Technician II	\$130.00/hour
CADD Technician III.....	\$137.00/hour
Senior CADD Technician/Designer.....	\$145.00/hour
Design Supervisor.....	\$170.00/hour

Professional

Junior Engineer/Planner/Surveyor	\$120.00/hour
Assistant Engineer/Planner/Surveyor	\$140.00/hour
Associate Engineer/Planner/Surveyor	\$165.00/hour
Senior Engineer/Planner/Surveyor.....	\$176.00/hour
Manager	\$198.00/hour
Structural Engineer.....	\$210.00/hour
Associate.....	\$221.00/hour
Principal.....	\$255.00/hour

Field:

Construction Management

Junior Field Engineer.....	\$111.00/hour
Assistant Field Engineer.....	\$125.00/hour
Associate Field Engineer.....	\$147.00/hour
Senior Field Engineer.....	\$172.00/hour
Construction Manager.....	\$186.00/hour

Surveying

1-Person Survey Crew (GPS) (Robotic).....	\$173.00/hour
1-Person Survey Crew.....	\$137.00/hour
2-Person Survey Crew.....	\$220.00/hour
3-Person Survey Crew.....	\$315.00/hour

Expenses:

Plotting and In-house Reproduction	1.15 x Cost
Subsistence.....	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts ..	1.15 x Cost
Mileage - Outside local area	Per accepted IRS rate

Rates are effective through December 31, 2013. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$300.00 per hour. Rates based on "Prevailing Wage" (PW) for Construction Management and Surveying will be determined by Project and County per California law.

EXHIBIT D

(INSURANCE REQUIREMENTS)

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

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

1.1 Insurance Services Office (ISO) Form No. CG 0001 covering Commercial General Liability on an "occurrence" basis, including products-completed operations, personal injury and advertising injury.

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

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

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

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

2.1 **Commercial General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

2.3 **Workers' Compensation and Employer's Liability.** Workers' compensation insurance with Statutory Limits as required by the Labor Code of the State of California, and Employer's Liability Insurance with One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

2.4 **Errors and Omissions Liability.** One Million Dollars (\$1,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

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

4. OTHER INSURANCE PROVISIONS.

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

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later versions used.

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

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

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

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

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

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provisions set forth in subsections 4.1.3 and 4.1.4 above.

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

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage with a Retroactive Date prior to the contract effective date, or extended reporting period, be maintained by Consultant for a period of 5 years after completion of the contract.

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

Proof of insurance shall be mailed to the following address:

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

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

**THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL PLANNING SERVICES**

RECITALS

A. This Third Amendment to the Agreement for Professional Planning Services ("Third Amendment") is made as of this ____ day of _____, 2013 by and between the Town of Portola Valley, a municipal corporation ("Town"), and Spangle Associates ("Consultant").

B. The parties hereto desire to amend that certain Agreement for Professional Services ("Agreement") entered into between them on June 23, 2010.

AMENDMENT

1. Effective July 1, 2013, Section 5., "TERM." of the Agreement is modified as follows:

TERM. The Agreement shall cover the period from July 1, 2013 to June 30, 2014 or until terminated in accordance with Section 17 below.

2. Effective July 1, 2013, Exhibit A-1 (Scope and Level of Services) and Exhibit B-1 (Compensation) to the Agreement are hereby replaced in their entirety with Exhibit A-3 (Scope and Level of Services) and Exhibit B-3 (Compensation) attached hereto.

3. Exhibit C-1 (Insurance Requirements) shall remain as amended on July 13, 2011 in the First Amendment to Consulting Agreement between the Town of Portola Valley and Spangle Associates.

4. The remainder of the Agreement shall remain unamended and in full force and effect. In the event of conflict between the Agreement and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

TOWN OF PORTOLA VALLEY

SPANGLE ASSOCIATES

MAYOR

By: _____
Thomas Vlastic
President

ATTEST:

94-2369147

Taxpayer I.D. No.

Town Clerk

EXHIBIT A-3
(SCOPE AND LEVEL OF SERVICES)

RETAINER SERVICES

The Town of Portola Valley ("Town") shall pay Spangle Associates ("Consultant") a monthly retainer of \$6,500.00 to provide the general services discussed below in Paragraphs 1 and 2. Where these same services are chargeable to a current applicant, they will be billed to that applicant in accordance with the current standard schedule of charges of the Consultant, attached to the Agreement as Exhibit B-3.

1. Town Council and Planning Commission Services. The following retainer services shall be provided to the Town:

A. Meetings.

1. Preparation and attendance at all Planning Commission meetings except for time chargeable to applicants.

2. Preparation and attendance at Town Council meetings at the request of the Town, except for time chargeable to applicants.

3. Review and provide advice on Planning Commission agendas, as well as having discussions with the Planning Commission Chair.

B. Routine Services.

1. Provide assistance to Town staff on matters requiring small amounts of time, generally no more than 30 minutes.

a. Provide advice to Town staff on applications under zoning, subdivision, and site development ordinances prior to acceptance for filing.

b. Answer questions of town staff and officials.

c. Review correspondence referred to the Town and respond to the Town as appropriate.

2. Read minutes of Planning Commission and suggest corrections as necessary. Review minutes of Town Council and pertinent Town committee meetings to stay informed on Town matters, especially as they relate to planning matters.

3. Planning Practice.

a. Keep abreast of planning procedures, ordinances and plans, and advise Town of areas where changes may be needed.

b. Keep abreast of planning matters in other jurisdictions, if of importance to the Town, and advise Town as appropriate.

C. Non-Routine Services. Perform special planning tasks requested by the Deputy Town Planner, Town Manager, Planning Commission Chair, Mayor, or Town Attorney, no one of which the Consultant estimates to require more than one hour of charge time.

2. Architectural and Site Control Commission (ASCC) Services. The retainer covers all time related to providing services to the ASCC except for time chargeable to applicants. Accordingly, it includes:

A. Attendance at all ASCC meetings including work in preparation for and follow-up to ASCC meetings. This includes drafting of minutes from the ASCC meetings.

B. Reviewing and advising Town staff on the ASCC agendas, as well as discussions with the ASCC Chair.

C. Advising Town staff with regard to questions on the scope of necessary ASCC review and application requirements prior to the time a proposal is actually filed as an ASCC application.

D. Advising Town staff and the ASCC as to procedures and requirements in order to resolve problems or facilitate administering ASCC provisions of the zoning ordinance and the ASCC design guidelines.

E. During the Agreement Term, work with the Deputy Town planner to facilitate transition of Consultant ASCC services to Town staff and provide oversight and guidance to ensure, to the extent possible, a positive transition of services.

OTHER PROFESSIONAL SERVICES

The following professional services shall be provided by the Consultant:

1. Applications. Services in connection with applications, including the review of and recommendations associated with applications submitted under planning ordinances will be provided on a “demand” basis in response to applications submitted to the Consultant by the Town. Detailed invoices for application will be provided to the Town and will accompany the monthly statements. These invoices will contain the following information: applicant name, application number, authorization amount, date of each entered work item, time spent, individual performing work, billing rate, charges per work item and total charges.

2. Planning Budget Administration. The planning budget is authorized as a single line item in the Town budget. The budget approved by the Town Council in June 2013 lists individual items that are anticipated to be undertaken during the fiscal year and the anticipated scope of work for the item. The Consultant will submit proposals to undertake the individual items along with the proposed budgets to the Town Manager during the year. The Town Manager may approve such proposals. Also, during the year, should the Town request the Consultant to undertake items not listed in the

budget, the Town Planner shall request reallocation of funds in the budget to provide funds for the new request. The Town Manager may approve such reallocation, as well as reallocations requested by the Consultant during the year, to increase amounts necessary for completion of work on items in process. The Consultant shall provide monthly reports on the budget and expenditures to the Town Manager. It is anticipated that based on these reports, the Town Manager will provide quarterly status reports on the planning work items to the Town Council and planning commission.

3. Budget Augmentations. If during the course of the year the Consultant is requested to undertake projects of such a magnitude that they would seriously threaten the ability of the Town to achieve the major objectives of the planning budget, he shall discuss the situation with the Town Manager and a decision shall be made as to whether a budget augmentation should be requested of the Town Council. Such augmentation would be in addition to planning budget specified in the FY 2013/2014 planning budget.

4. Compensation. All work except that under the monthly retainer shall be billed in accordance with the current standard Schedule of Charges of the Consultant (See Exhibit B-3).

EXHIBIT B-3
(COMPENSATION)

Costs for services other than those included under Retainer will be charged at normal hourly rates at amounts within the ranges listed below. Accounting of time (time sheet records and invoicing) and administration/management will be covered under the \$6,500 monthly retainer. Word processing and clerical time costs will not be charged to the town.

	Charge Rate/Hr	Charge Rate Range/Hr
Principal Planner		\$146-263
Tom Vlastic	\$225	
George Mader	\$234	
Senior Planner		\$125-146
Associate Planner		\$107-125
Assistant Planner		\$91-107
Planning Assistant		\$78-91



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Council

FROM: Sharon Hanlon, Town Clerk

DATE: July 24, 2013

RE: **Designation of Directors to ABAG-PLAN Corporation for Town of Portola Valley**

RECOMMENDATION

Adopt the Resolution Appointing Directors to Association of Bay Area Governments - Pooled Liability Assurance Network (ABAG-PLAN) Corporation on Behalf of the Town of Portola Valley

BACKGROUND

The ABAG-PLAN Corporation is a non-profit public benefit corporation created in 1986 by the Association of Bay Area Governments (ABAG) to provide a pooled approach for liability coverage for a number of Bay Area cities. ABAG-PLAN was formed in response to a contracting property and liability insurance market which found many cities unable to procure insurance in the marketplace at a reasonable cost. ABAG-PLAN has 29 member agencies from around the Bay Area and had total assets of \$45 million and total liabilities of \$25 million as of June 30, 2012.

It is important to note that ABAG-PLAN does not have a policy relationship to the broader regional planning activities administered by the Association of Bay Area Governments (ABAG). The Town Council designates a member of the Council to represent the Town's interest at ABAG General Assembly meeting.

DISCUSSION

ABAG-PLAN is governed by a Board of Directors comprising officials appointed by the governing body of each member agency. The Board meets and votes at least once annually on all matters pertaining to the bylaws and governance of the organization including funding policies, member agency premiums, risk management programs, etc. Typically the City/Town Manager, City/Town Attorney, or Finance/Administrative Services Director is designated as the Director.

A formal action of the Town Council is required to designate the Town Manager, Administrative Services Manager and Public Works Director as the appointees to the ABAG-PLAN Board of Directors. The current resolution designating the Town's representative on the Board was adopted in 1986 when the Town joined ABAG-PLAN and must be updated to reflect current practice. The recommended resolution would provide for the following appointments:

Title	Designation
Town Manager	Director
Admin. Services Manager	Voting Alternate Director
Public Works Director	Second Voting Alternate Director

Annually the Board of Directors appoints individual directors to serve on various topic-specific committees to distribute the large burden that accompanies the administration of a risk pool. Portola Valley's Town Manager has served since July 1, 2012, and continues to serve, as chairperson of the Board's Finance Committee and as a member of the Board's Executive Committee.

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

ATTACHMENT

1. Resolution Appointing Directors to ABAG PLAN Corporation on Behalf of the Town of Portola Valley

RESOLUTION NO. _____ -2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY APPOINTING DIRECTORS TO ASSOCIATION OF BAY AREA GOVERNMENTS – POOLED LIABILITY ASSURANCE NETWORK (ABAG-PLAN) CORPORATION ON BEHALF OF THE TOWN OF PORTOLA VALLEY

WHEREAS, the Town of Portola Valley has been a charter member of ABAG PLAN Corporation since 1986; and

WHEREAS, ABAG Plan Corporation is now providing the Town with liability insurance, property insurance, and employee bonds; and

WHEREAS, ABAG PLAN Corporation is a self-funded insurance pool serving public agencies; and

WHEREAS, the operations of these programs are governed by a Board of Directors consisting of one representative from each member agency; and

WHEREAS, since June 25, 1986, the Town of Portola Valley designated representatives have been a Councilmember and the Town Clerk; and

WHEREAS, participation on the Board of Directors has been carried out by Town Staff as part of its regular duties and does not result in any remuneration to the employee; and

WHEREAS, it is recommended that the Town Council revise the designees to ABAG PLAN Corporation Bylaws and the Memorandum of Coverage; and

WHEREAS, these appointments shall be in accordance with ABAG PLAN Corporation Bylaws and the Memorandum of Coverage; and

NOW, THEREFORE, that the Town Council of the Town of Portola Valley does hereby does hereby designate the following individuals as appointees to the ABAG PLAN Board of Directors:

This Resolution hereby supersedes and replaces Resolution No. 1158-1986 approved on June 25, 1986

Title	Designation
Town Manager	Director
Administrative Services Manager	Voting Alternate Director
Public Works Director	Second Voting Alternate Director

PASSED AND ADOPTED this 24th day of July, 2013.

By: _____
Mayor

ATTEST:

Town Clerk



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Stacie Nerdahl, Administrative Services Manager

DATE: July 24, 2013

RE: Revisions to Community Hall Use Policies

RECOMMENDATION

It is recommended that the Town Council review and approve staff's recommended revisions to the attached *Community Hall and Activity Rooms Use/Rental Policies and Procedures*.

BACKGROUND

Since its opening in October 2008, the Community Hall has proven to be a successful venue for Town-sponsored events, meetings and classes. The facility has also hosted events held by neighboring public agencies and local community neighborhood-sponsored groups and non-profits. These usages are in accordance with the agreement with granting agency that supplied the funds for the construction of the facility, namely, that the Community Hall is to be primarily used for "charitable and tax-privileged purposes in the promotion of sports, public health, education, arts, culture and youth aid." As such, facility fees are generally not charged to these users except for a fully refundable deposit.

The terms of the agreement also allow for the Community Hall to be used "occasionally" for private social gatherings. Per subsequent correspondence and clarification with the granting agency, this usage allows for no more than 24 private social gatherings per year. To date, the facility has hosted 82 private events, with an additional 6 private events reserved through 2014. The most common private event reservation is for a wedding and/or reception, and many users have chosen to reserve the adjacent redwood grove for their wedding ceremony to allow for a more seamless wedding event.

While the facility has yet to reach its cap of 24 private events per year, staff has noticed an increasing challenge in scheduling Town/community events, classes, and private events in the Community Hall. Additionally, some of the more recent wedding/reception private events are trending towards elaborate events with the users requesting more-than-typical assistance and support from Town staff in the planning and preparation associated with their event. These events have had multiple parties involved in the

planning stage, which translated into staff meeting multiple times with the applicant, the applicant's various family members, their wedding planner, their lighting coordinator, and finally, their caterer(s), with additional special requests such as parking and field usage reserved or restricted for their event, staff pre-grooming of the redwood grove prior to a ceremony, and extra rental periods for the day prior to their event in order to pre-stage the event, with heavy delivery trucks lining the parking area near the patio to deliver and set up chairs, linens, dinnerware, flowers, props, etc.

In addition, due to alcoholic consumption and the festive nature of many private events, there have been several egregious abuses of the facility which resulted in additional staff efforts towards cleaning and resolution of reduced or cancelled deposit refunds.

Finally, the existing policies allow for a resident to sponsor a non-resident's usage of the facility. This sponsorship policy has allowed a non-resident to have access to the facility, but at a higher fee structure than a resident (\$1800/resident vs \$2800/sponsored non-residents). Please note that Portola Valley residency is defined within the legal Town limits of Portola Valley. Unfortunately, there have been several instances in the past year where non-resident applicants have misrepresented their status as "sponsored applicants" in an attempt to receive the reduced fee.

As the Town Center campus was not designed nor intended to be a private party venue per se, and the intended and primary usage of the Community Hall is as a public gathering place for the Portola Valley community, staff is recommending an update to the existing usage policies for the Community Hall.

DISCUSSION

Per the attached draft revision of the *Community Hall and Activity Rooms Use/Rental Policies & Procedures* and to address the concerns noted above, staff is recommending the following notable changes to the policies:

1. Sponsorship of non-residents for private rental of the Community Hall shall be discontinued effective immediately. The opportunity to host private events shall continue to be offered to Portola Valley residents who live within the legal town limits.
2. Private events are limited to no more than two (2) events per month. This serves the purpose of ensuring that the facility is more readily available for Town purposes and that staff support necessitated by private events is more evenly paced.
3. Private events can be scheduled no sooner than six months prior to the event, and for weekend rentals, the event must end by 10 p.m. instead of 12 midnight, with Town premises to be completely vacated by 11 p.m. These adjustments are intended to act as a deterrent for the more lavish and labor-intensive wedding rentals that significantly impact staff resources.
4. For Saturday private party rentals, the usage time is being expanded to permit access to the facility from Friday at 5:00 pm to Sunday noon, at which time the

facility is to be left clean, locked and the key deposited in the key-drop location. This will bring the policies in line with current user practices.

5. The Community Hall is no longer available for private events on Sundays. With the retirement of Skip Struthers, janitorial service is now outsourced and takes place on Sunday afternoons so that the facility is ready for early classes on Monday mornings. Since the facility opened, there has been only one Sunday rental of the facility.
6. Usage of the Redwood Grove adjacent to the Community Hall shall be included with private rentals of the main Community Hall. Many of the wedding renters request usage of the grove for their ceremony, which is currently a separate rental process and fee of \$150. This adjustment reduces paperwork and helps avoid a potential clash of adjacent events, ie. a family picnic occurring during a wedding.
7. With the expansion of usage hours, staff is recommending an increase of the fee from \$1,800 to \$2,500 for renting the Community Hall main area. If the Council concurs, this fee increase will be included in the fee schedule update which is scheduled to be presented to the Council in August.

Staff has also added verbiage to ensure that outside contractors/consultants associated with an event (caterers, wedding planners) are informed of the facility's use policies and that they shall have valid Portola Valley business licenses.

While unrelated to private event usage, staff is also recommending an increase to the frequency of usage for community/neighborhood groups from twice per month to up to four times per month for events before 5:00 pm, and up to twice a month for events after 5:00 pm.

Lastly, in addition to the policy changes listed above and with the intent to simplify and clarify the existing policies, the proposed revisions include the following adjustments to the organization and presentation of information:

- The various policies are now presented within three sequential categories, 1) general facility information; 2) general event planning information; and 3) information for the day/weekend of event.
- Information relating to the use of alcohol, prohibitions on smoking and drug use, and post-event procedures and requirements has been consolidated; no policy changes are recommended.
- Terminology related to deposit refunding and potential loss of future rental privileges was unified so as to be presented consistently throughout the document.
- A signature box has been added at the end of the policies document indicating the user's agreement to comply with the policies, and users will also be required to initialize several key policies within the document. This eliminates the need for a separate "Renter's Responsibilities" form currently in use which effectively accomplishes the same.

To reiterate, the grant agreement stipulates that the Community Hall is to be primarily used for “charitable and tax-privileged purposes.” After lengthy consideration of a wide variety of potential revisions to the policies, staff feels that implementation of the above-listed revisions will 1) ensure consistent weekend availability of the facility for Town purposes while continuing to balance availability to residents for private events; and 2) reduce the staff time required to support private events.

FISCAL IMPACT

Prior year revenues for private event fees have been from \$40,000 to \$45,000. As staff was in the process of reviewing these policies while the 2013-14 budget was being prepared, the adopted budget reflects a 50% decrease in private event rentals. However, it is now anticipated that the discontinuance of sponsored non-resident private events and potential reduction of wedding-related revenues will be partially offset by the fee increase for the main facility.

ATTACHMENTS

1. Proposed Revision to Use/Rental Policies and Procedures
2. Current Use/Rental Policies and Procedures

APPROVED – Nick Pegueros, Town Manager *N.P.*



TOWN OF PORTOLA VALLEY

Community Hall and Activity Rooms

Proposed Use/Rental Policies and Procedures

GENERAL FACILITY INFORMATION

The Town of Portola Valley makes its Community Hall, Activity Rooms and Kitchen available for use by Portola Valley residents 21 years of age or older. Portola Valley residency is defined as those residents who live within the legal Town limits of Portola Valley.

To request a reservation to use the Town's facilities, the user must visit Town Hall during normal Town business hours. **All applicants must meet with the facility coordinator prior to their reservation being approved.**

Town Hall Office Hours: Monday – Friday (8–1 pm and 3–5 pm, except holidays)

Priority	User Type	Can Schedule	Fees	Deposit	Insurance
1	Town of Portola Valley & Committees	Anytime	No	No	No
2	Public Agencies (includes Woodside Fire; CERPP; Library JPA; PV School District; Woodside Priory)	12 months prior	No	No	Ins. Cert. & Hold Harmless
3	Community/Neighborhood Sponsored Local Groups (includes 4-H; PTA; AYSO; Little League; PV Garden Club; Westridge Garden Club; Local Homeowners' Associations.)	12 months prior	No	Yes	Ins. Cert. & Hold Harmless
4	Local Non-profits (includes Windmill School; Blood Drive; Our Lady of the Wayside Church; Christ Church; Valley Presbyterian Church)	12 months prior	Free Event-No Fee Fundraiser 50% fee	Yes	Ins. Cert. & Hold Harmless
5	Private Events – Local Residents (e.g. private parties hosted by resident)	6 months prior	Yes	Yes	Special Event Insurance



Reservations are taken on a priority and/or first-paid, first-served basis. The Town accepts cash and checks as forms of payment. Reservations are not confirmed until the completed reservation form has been approved, all required fees and deposits have been paid, and any required evidence of insurance is submitted. Approval is dependent upon intended use, availability, and the applicant's agreement to abide by the policies set forth herein. If users misrepresent the purpose of their event, they may lose their deposit and future rental privileges.

Use of the Community Hall and Activity Rooms for private events is limited to two events per month, and shall not exceed twenty-four (24) events per year. No resident may rent the Community Hall or Activity Rooms more than twice per year.

A Private Event user of the Town of Portola Valley Community Hall or Activity Rooms must be a local resident at the time the reservation is made, as well as on the date of the event. The user is the contact person for the event, and will act as liaison for any communication between the Town and the user's caterer, event planner, outside contractors and/or guests.

Community/neighborhood sponsored groups and local non-profit organizations are eligible to reserve space in the facilities up to four times each month at no charge for events before 5:00 pm, and up to twice each month for events after 5:00 pm.

Individuals or organizations requesting use of the Town's facilities to host a discussion of issues relating to public health concerns must obtain written approval from the San Mateo County Health Department to ensure that information disseminated is in the public's best interest. Local residents who are licensed medical doctors are exempt from this provision.

Town of Portola Valley activities have priority in the Community Hall, Activity Rooms and the Town Center campus generally. The Town reserves the right to deny use of the Community Hall and Activity Rooms when the facilities are needed for Town-sponsored activities, such as the Green Speaker Series, Volunteer Holiday Party, Blues & Barbecue, the Town Picnic, and other similar events.

The Town reserves the right to relocate or cancel an event if emergency conditions exist, in which case all fees will be refunded to the renter. An emergency is defined as a natural disaster, such as an earthquake, fire, flood, etc., or a condition that renders the facility inoperable.

Room Availability

The Community Hall and Activity Rooms are subject to availability and may be reserved for events during the following periods:

Monday – Thursday	8:00 a.m. – 9:00 p.m. (meetings only/no parties without Town Administration approval)
Friday/Saturday	8:00 a.m. – 10:00 p.m.
Sunday	Unavailable for private rental

Due to staffing constraints, only one event may be scheduled during each weekend period from Friday through Sunday. The Town Manager may, in his/her discretion, allow additional weekend events when it is necessary to accommodate a Town-sponsored event.

- For Saturday rentals, the key must be picked up by 5:00 pm on the Friday prior to the event and returned via key-drop by 12:00 noon on Sunday. Use time includes time for set-up, delivery of supplies, break down and cleanup. **Private parties must conclude no later than 10:00 pm, and Town premises must be completely vacated by 11:00**

pm; however, renters are permitted to begin set-up and delivery of supplies after 5:00 pm on the Friday before their event, and to complete their post-event facility cleanup checklist by 12:00 noon on Sunday.

The facilities may be closed on certain days of the year for maintenance at the discretion of the Town Manager or his/her designee.

Facility Rental Rates & Deposits

The facility rental rates and deposits for the Community Hall and Activity Rooms are as follows:

Room Name	Fee	Minimum Rental	Deposit
Community Hall	\$1,800 per day *	8am – 10 pm	\$1,000
Alder or Buckeye Room	\$100 per hr.	2 Hrs. meetings 4 Hrs. parties	\$ 250
Kitchen (must rent with room – no fee with Community Hall)	\$100 use fee per event	none	\$ 100
Redwood Grove (weddings only, included in Community Hall fee)	\$150 per event	none	\$ 100

*Exception – The rental fee for a memorial service honoring a local Portola Valley resident shall be reduced to \$1,000. The fee must be accompanied by a \$500 refundable deposit. The Community Hall may be used for memorial services honoring only current or past residents who lived within the legal Town limits of Portola Valley.

Local non-profit organizations holding a fundraising activity that is not Town-sponsored will be required to pay one-half of the fee for the room they wish to reserve.

Maximum Room Capacities

Room	Square Footage	Room Capacity Seated	Room Capacity Standing
Community Hall	2,638	175	402
Alder Room	878	59	125
Buckeye Room	700	47	47

Exceeding the maximum room capacity may result in forfeiture of the deposit, and loss of future facility rental privileges.

GENERAL EVENT PLANNING INFORMATION

Insurance

Evidence of insurance coverage providing a minimum of \$1,000,000 general comprehensive liability coverage is required for all special events and events that are not Town-sponsored. The Town must be named as an additional insured on any policy endorsement. Evidence of insurance coverage must be provided to the Town no later than ten (10) working days prior to the date of the event.

The Town may arrange appropriate special event insurance on behalf of renters or others using the facility; all costs of such insurance coverage are to be paid by the renter or organization utilizing the facilities. The Town requires that special event coverage offered through the Town be obtained for any event at which alcohol will be served.



Facility Deposit(s)

A deposit for each event/room to be used will be required for all events excluding those that are Town-sponsored. Deposits are refundable provided the following conditions are met:

1. All rules/guidelines governing rental usage of the facilities are met.
2. The room and common areas (including surrounding outside areas) are left clean and orderly per the Room Cleanup Check List.
3. Restrooms are left in neat order.
4. Use of room does not exceed the scheduled time.
5. All equipment is accounted for and undamaged.
6. Additional staff time is not required.
7. Damage to the building has not occurred.
8. All rules/guidelines governing alcohol consumption as stated in this policy document are met.
9. The user must be on the premises throughout the event and cleanup of the facility.
10. The user, participants, and/or contracted staff do not cause a fire alarm (for example, using a smoke or fog machine as part of entertainment; smoking; using the kitchen without turning on the fan).

If these conditions are not met to the satisfaction of the staff, the entire deposit may be forfeited. If any damage caused during the period of use exceeds the amount of the deposit, the user will be charged the difference and may lose future facility rental privileges. Any damage will be documented by staff following the event through use of notes and photographs.

The user should allow four weeks for the arrival of any deposit refund that is due.

Cancellations and Changes

The cancellation policy is as follows:

1. To receive a full refund with no penalty, a renter may cancel facility reservations thirty (30) days in advance. Full refund includes the rental fee and deposit.
2. If a renter cancels with less than thirty (30) days but fourteen (14) or more days in advance of the event, one half of the rental fee and the full deposit will be returned.
3. If a renter cancels with less than fourteen (14) days notice, they will forfeit the entire rental fee; the deposit will be returned; the Town will retain any monies collected to cover the costs of insurance for the event that may have been arranged by the Town.
4. A renter may change the facility rental date with no penalty fourteen (14) days or more in advance of the event. At the time the renter requests a change in event date, the new date must be determined, based upon availability, and 20% of the rental charge will be assessed as a re-scheduling fee.

5. Users of the facility who are not required to pay a rental fee but have paid a deposit will be issued a refund for the entire deposit amount.

Note: The Town reserves the right to change or cancel any part of a use agreement and the related scheduled activity.



Outside Contractors/Consultants

User shall submit a contact list to Town staff including all consultants and/or contractors who will provide additional services, materials and/or labor for their event. This list shall be submitted no later than 10 days prior to the event. User will ensure that all consultants or contractors that supply materials, services or labor for a private event (ie. wedding planner, caterer, entertainment) are fully informed of and agree to comply with these policies and procedures. The user will also ensure that such consultants and/or contractors hold a valid Portola Valley business license.

Community Hall Kitchen Information

The Kitchen may be reserved for use only in conjunction with the use of the Community Hall or an Activity Room. An additional use fee and deposit will be collected for use of the Kitchen when it is used in conjunction with rental of an Activity Room.

Use of the Kitchen includes the following:

- Refrigerator and freezer
- Microwave Oven
- Stove/oven
- Dishwasher

It is the responsibility of the user to provide their own cooking equipment, serving and eating dishes, tablecloths, paper products, utensils, and all other kitchen-related items. It is also the responsibility of the user to ensure that the stove and refrigerator/freezer are left clean and ready for the next user.

Cooking & Re-Heating of Food in Activity Rooms Prohibited

No cooking or re-heating of food may take place in the Activity Rooms. Cold foods, such as sandwiches, finger foods, cake, cookies, etc. may be served. In the event hot foods are to be served, the Kitchen must be reserved and used to prepare the hot foods.



Room Set-Up

The user is responsible for setting up the room rented for an event. Town staff is not available to set up tables, chairs or other equipment. The following equipment is available as part of the rental:

Chairs:	195
Tables:	15 (72" round)
Rectangular Tables:	15 (5 ft. – 4; 6 ft. – 6; 8 ft. – 5)

Care must be taken in moving tables and chairs into position. **TABLES, CHAIRS AND OTHER EQUIPMENT SHOULD NOT BE DRAGGED ACROSS THE FLOOR IN THE COMMUNITY HALL.** Damage that occurs to the floor is the responsibility of the user and may result in forfeiture of the entire deposit.

Users may bring in barbecues, band equipment, DJ equipment or other equipment to be used during an event, provided items brought in are not expressly prohibited by these policies and are disclosed to the Town as part of the rental application process.

The Town does not rent or supply linens for events and receptions.

The user is responsible for cleaning the tables and chairs prior to returning them to the storage area at the conclusion of their event. Please refer to the Cleanup Checklist for more information regarding cleanup.

The user will not be allowed access to the room prior to the start time designated on the use contract.

Town-owned tables and chairs are not available to be loaned for events held off-premises. The Town Manager or his/her designee may make exceptions to this policy on a case-by-case basis in writing.



Alcohol Rules & Regulations

Alcohol is permitted in the Community Hall and Activity Rooms, provided the plan to serve alcohol is disclosed to the Town at the time the application for use is submitted.

In the event a user would like to serve alcohol at an event, they must purchase event insurance through the Town that expressly provides coverage relating to the service of alcohol during the event. Users serving alcohol during their event without obtaining insurance coverage through the Town that specifies that alcohol will be served, will forfeit their entire deposit and may lose future facility rental privileges.

Failure to adhere to the following specific rules related to the use of alcohol may result in forfeiture of the deposit and possible loss of future facility rental privileges.

- Alcohol may only be served to adults over the age of 21. Minors under the age of 21 may not consume or distribute alcoholic beverages.
- Users are responsible for the conduct and behavior of their participants and any problems related to the presence of alcohol. The user assumes all liability for the service of alcohol and will not serve to an obviously intoxicated person.
- Alcohol is only permitted in the Community Hall, Activity Rooms and the adjoining patio outside the Community Hall.
- **THE USE OF KEGS IS LIMITED TO THE PATIO AREAS ONLY.** Kegs are not to be placed on the wooden floor in the Community Hall.



Smoking and Recreational Drugs Strictly Prohibited

The entire Town Center campus has been declared smoke free; therefore, smoking is prohibited at all locations at the Town Center. In addition, recreational drugs of any kind are prohibited on all Town-owned property. Violation of either of these policies will result in forfeiture of the deposit and possible loss of future facility rental privileges.

If recreational drugs are used on Town property by the user, the user may face criminal charges.

Youth & Teen Events

Users must notify and receive approval from the Town Manager or his/her designee prior to a use application being accepted for an event where youth and teen guest participation outnumbers the adult participation. For these types of events the user may be asked to meet the following conditions:

- Provide chaperones for minors at a ratio of 1 adult for every 15 youth/teen
- Pay additional deposit fees
- Purchase special event liability insurance through the Town

Failure to notify the Town staff of youth and teen events where the youth and teen guest participation outnumbers the adult participation may result in the user losing their rental deposit, additional deposit fees being charged, and the user may lose future facility rental privileges.

Alcohol is strictly prohibited for youth-oriented events (e.g. teen dances, graduation parties, etc.).

Charging for Events or Cover Charges

Users may not collect an admission or any other charge for an event held in the Community Hall or Activity Rooms. Exceptions may be granted by the Town Manager or his/her designee in advance and in writing for:

- Fundraising activities undertaken on behalf of the Town, Portola Valley School District, or other local-serving public agencies; or
- Events that serve the Portola Valley community for which funds are used to offset reasonable costs of hosting the event (e.g. a class reunion for which attendees pay a fee to defray the actual costs of the event). A detailed budget demonstrating how funds will be used must be submitted with the use application for consideration.

Unauthorized collection of admission charges or sales of services or products of any kind that have not been expressly approved in advance and in writing by the Town Manager or his/her designee will result in the user losing their rental deposit, additional deposit fees being charged, and the user may lose future facility rental privileges.

Sales of Products or Services Prohibited

Users of the Community Hall and Activity Rooms are strictly prohibited from offering for sale any type of product or services.



Entertainment

DJ's, bands, clowns, magicians, etc. are permitted at the Community Hall and Activity Rooms. However, music should be kept at a volume that cannot be heard by surrounding neighbors and must cease no later than 10:00 p.m.

Use of smoke/fog machines is not permitted as these may activate the fire alarm system.

The Town does not have a stage on the premises. In the event a user would like to bring a stage onto the premises for use during an event, prior written approval by the

Town Manager or his/her designee must first be obtained, and care must be used in assembling/disassembling it within the room rented so as not to damage the floor or walls.

Decorations

Tacks, nails, and staples are prohibited everywhere. Only painter's tape may be used to affix decorations to the painted wall board. Violation will result in forfeiture of the entire deposit.

All decorations must be treated with flame retardant. The Town may require the user to obtain approval from the Woodside Fire Protection District for use of certain types of decorations.

Balloons may be used, but care must be taken to ensure that helium balloons do not become entangled in light fixtures and ceiling fans, causing damage.

Candles, Flammable Materials & General Fire Safety

Candles with flames may not be used in the Community Hall or Activity Rooms, except when their use is limited to placement on a birthday cake or utilized with a chafing dish. Otherwise, use of any type of candle with a flame or any other type of open flame is strictly prohibited, and will result in forfeiture of the deposit.

Chafing dishes and other heating devices for food may only be used in the Kitchen and the Community Hall's main room.

Users are responsible for ensuring that exit doors and aisles are not obscured or obstructed and that fire extinguishers are in place and access to fire extinguishers is not obscured or obstructed.

Rice, Birdseed, Confetti, Dance Wax, Sand, Etc. Prohibited

The use of rice, birdseed, confetti, dance wax, sand and similar materials is strictly prohibited at the Community Hall building, both inside and outside. Use of these materials in violation of this policy will result in forfeiture of the deposit.

Barbecues

With prior approval from the Town Manager or his/her designee, the use of barbecues may be permitted on the patio areas immediately adjacent to the kitchen or the Community Hall. No grills of any kind are permitted inside the building. The only types of barbecues permitted are those typically found in residential use, such as kettle style or propane-style barbecues. Ashes and briquettes from a kettle-style barbecue should be extinguished and disposed of at an appropriate location other than on Town property.

Fireworks

Fireworks (including sparkler, firecrackers, bottle rockets, and all other types of fireworks) are not permitted in any area of the Town Center campus. Use of fireworks in violation of this policy will result in forfeiture of the deposit and may result in forfeiture of future facility rental privileges.

Security Services

The Town reserves the right to require that security services be provided throughout the event. When it is deemed such services are warranted, all associated costs will be borne by the user.

Animals

Animals other than service animals are not permitted inside the Community Hall or Kitchen.

Parking

The Community Hall is part of Portola Valley's Town Center campus and parking is therefore to remain open to other users at all times. Parking cannot be reserved exclusively for private events. Users and guests of the Community Hall and Activity Rooms may park in designated parking areas around the Town Center. Parking in undesignated areas under oak and/or redwood trees is strictly prohibited.



Use of Areas Limited to Space Rented

Users of the Community Hall and Activity Rooms must limit their activities to the room(s) and patio areas they have reserved.

Bounce houses, jumpers and other outdoor recreation and play equipment may not be placed on adjacent lawn areas, in the Redwood Grove or on athletic fields.

Participants at events held at the Community Hall and Activity Rooms may not interfere with other residents' use of facilities at Town Center.

Unauthorized use of additional areas may result in the assessment of additional rental fees, forfeiture of deposit and loss of future facility rental privileges.

IMPORTANT INFORMATION FOR DAY/WEEKEND OF EVENT



Check-in Prior to the Event

The user must check in with the Town during normal business hours prior to the event to obtain a key to the facility for any event that will be held after normal business hours or on the weekend. A staff member will conduct a pre-event room inspection with the user prior to the start of the event to ensure cleanliness of the facility.

The user must remain on site at all times during the event, and must have a copy of the use agreement in his/her possession. Private parties must conclude no later than 10:00 pm. If the user leaves the premises during the event, he/she may forfeit their deposit.



Loading, Deliveries, and Storage

All delivery vehicles must remain in the parking lot or on the delivery path for loading and unloading of vehicles. Vehicles may not pull up on grass areas, in front of doorways, in handicapped parking spaces, on sidewalks, or on the patio. Upon completion of deliveries, vehicles must be immediately moved from the delivery path.

All deliveries must occur during designated use times only. Deliveries that arrive early will not be accepted. Town staff will not sign for any delivery items. All items must be removed from the premises at the conclusion of the event. In the event that tables, chairs and other items rented for use during a Friday or Saturday event must be left for removal by a rental company or others, these items must be removed **no later than 12:00 (noon) on the day immediately following the event.**

The Town reserves the right to dispose of any items that the user fails to remove from the premises following an event. Users are not permitted to store items at the facility under any circumstances.

After the Event

The room should be left in a neat and clean condition that would enable a subsequent user to use the facility. Users are responsible for cleaning the room(s) in accordance with the supplemental Check List and as summarized below:

- All garbage and recycling is to be removed from the facility and placed in its proper cans provided outside on the patio area adjacent to the kitchen, with care given to dumping any liquids down the kitchen sink. All garbage cans must be secured with lids closed. In the event there is an inadequate supply of cans and plastic trash bags must be used, care should be taken that bags do not contain liquids that can leak onto the patio area leaving stains.
- All tables and chairs are to be cleaned, returned to the storage area, and neatly stacked.
- The user may utilize cleaning equipment and supplies (brooms, mops, etc.) that are located in the janitor's closet in the storage area. Those renting the Community Hall should immediately wipe up any spills from the wooden floor; however, **THE COMMUNITY HALL WOODEN FLOOR MUST NOT BE WET-MOPPED.**

Users are responsible for ensuring the facility is locked and secured prior to leaving the premises.

Following the event a staff member will inspect the premises for cleanliness and damage and will document through notes and photographs any conditions for which all or a portion of the deposit will be withheld.

User's Agreement to Comply with *Community Hall and Activity Rooms Use/Rental Policies and Procedures*

I have read and am aware of the *Community Hall and Activity Room Use/Rental Policies and Procedures* for renting Town of Portola Valley facilities, and I fully accept my responsibilities as the renter of the Community Hall and/or Activity Room(s). I understand that if any rules, regulations, policies, or procedures are violated or if any damages occur during the occupancy or use of said facilities, I will lose my deposit, may be subject to additional costs for damages, and I may lose my privileges to rent Town facilities for future events.

Applicant's Signature

Date

**TOWN OF PORTOLA VALLEY
Community Hall and Activity Rooms
Use/Rental Policies and Procedures**

Reservations

The Town of Portola Valley makes its Community Hall, Activity Rooms and kitchen available for use by Portola Valley residents 21 years of age or older. Portola Valley residency is defined as those residents who live within the legal Town Limits of Portola Valley. Non residents may be eligible to use the facilities provided they are sponsored by a Portola Valley resident. Sponsors assume responsibility in the event of damage to the facility that is not covered by the deposit.

To make a reservation to use the Town's facilities, the user must visit Town Hall during normal Town business hours:

Monday – Friday 8:00 a.m. – 1:00 p.m. and 3:00 p.m. – 5:00 p.m.

Priority	User Type	Can Schedule	Fees	Deposit	Insurance
1	Town of Portola Valley & Committees	Anytime	No	No	No
2	Public Agencies (e.g. Woodside Fire; CERPP; Library JPA; PV School District; Woodside Priory)	12 months prior	No	No	Ins. Cert. & Hold Harmless
3	Community/Neighborhood Sponsored Local Groups (e.g. 4-H; PTA; AYSO; Little League; PV Garden Club; Children's Theater; Westridge Garden Club; Local Homeowners' Associations.)	12 months prior	No	Yes	Ins. Cert. & Hold Harmless
4	Local Non-profits (e.g. Windmill School; Blood Drive; Our Lady of the Wayside Church; Christ Church; Valley Presbyterian Church)	12 months prior	Free Event-No Fee Fundraiser 50% fee	Yes	Ins. Cert. & Hold Harmless
5	Special Events – Local Residents (e.g. Private parties)	12 months prior	Yes	Yes	Special Event Insurance
6	Special Events – Non-local Residents with local resident sponsor	9 months prior	Yes	Yes	Special Event Insurance

Reservations are taken on a priority and/or first paid, first served basis. The Town accepts cash and checks as forms of payment. Reservations are not confirmed until the completed reservation form has been approved, all required fees and security deposits have been paid, and any required evidence of insurance is submitted. Approval is dependent upon intended use, availability, and the applicants' agreement to abide by the policies set forth herein.

Use of the Community Hall and Activity Rooms for private events is limited to twenty-four (24) events in a calendar year.

All applicants must meet with the Facility Coordinator (Office Assistant) prior to their reservation being approved.

Users of the Town of Portola Valley Community Hall or Activity Rooms must be a local resident at the time the reservation is made, as well as on the date of the event. Non-residents may be eligible to use the facilities only if a local resident is willing to sponsor their use.

Community neighborhood sponsored groups and local non-profit organizations are eligible to reserve space in the facilities up to twice each month at no charge.

Individuals or organizations requesting use of the Town's facilities to host a discussion of issues relating to public health concerns must obtain written approval from the San Mateo County Health Department to ensure that information disseminated is in the public's best interest. Local residents who are licensed medical doctors are exempt from this provision.

No resident may rent or sponsor the Community Hall or Activity Rooms more than twice in a calendar year.

Town of Portola Valley activities have priority in the Community Hall, Activity Rooms and the Town Center campus generally. The Town reserves the right to deny use of the Community Hall and Activity rooms when the facilities are needed for Town sponsored activities, such as the Green Speaker Series, Volunteer Holiday Party, Blues & Barbecue, the Town Picnic, and other similar events.

The Town reserves the right to relocate or cancel an event if emergency conditions exist, in which case all fees will be refunded to the renter. An emergency is defined as a natural disaster, such as an earthquake, fire, flood, etc., or a condition that renders the facility inoperable.

Room Availability

The Community Hall and Activity Rooms are subject to availability and may be reserved for all or part of the following periods:

Monday – Thursday	8:00 a.m. – 9:00 p.m. (meetings only/no parties without Town Administration approval)
Friday, Saturday & Sunday	8:00 a.m. – midnight

Use time includes the time needed for set-up, delivery of supplies, break down and clean up. The facilities may be closed on certain days of the year for maintenance at the discretion of the Town Manager or his/her designee.

Due to staffing constraints, only one event may be scheduled during each weekend period from Friday through Sunday. The Town Manager may, in his/her discretion, allow additional weekend events when it is necessary to accommodate a Town sponsored event.

Facility Rental Rates & Deposits

The facility rental rates and deposits for the Community Hall and Activity Rooms are as follows:

Room Name	Resident	Non-Resident	Minimum Rental	Deposit
Community Hall	\$1,800 per day *	\$2,800 per day	8am – midnight	\$1,000
Alder or Buckeye Room	\$100 per hr.	\$150 per hr.	2 Hrs. meetings 4 Hrs. parties	\$ 250
Kitchen (must rent with room – No fee with Community Hall)	\$100 use fee per event	\$125 use fee per event	none	\$ 100
Redwood Grove (weddings only)	\$150 per event	\$200 per event	none	\$ 100

*Exception – The rental fee for a memorial service honoring a local Portola Valley resident shall be reduced to \$1,000. The fee must be accompanied by a \$500 refundable deposit. The Community Hall may be used for memorial services honoring only current or past residents of the incorporated area of Portola Valley.

Local Non-profit organizations holding a fundraising activity that is not Town sponsored will be required to pay one-half of the fee for the room they wish to reserve. Non-profits that do not have an incorporation address within Portola Valley are not eligible to receive a reduction in rental fees.

Insurance

Evidence of insurance coverage providing a minimum of \$1,000,000 general comprehensive liability coverage is required for all special events and events that are not Town sponsored. The Town must be named as an additional insured on any policy

endorsement. Evidence of insurance coverage must be provided to the Town no later than ten (10) working days prior to the date of the event.

The Town may arrange appropriate special event insurance on behalf of renters or others using the facility; all costs of such insurance coverage are to be paid by the renter or organization utilizing the facilities. The Town requires that special event coverage offered through the Town be obtained for any event at which alcohol will be served.

Damage

A damage deposit for each event/room to be used will be required for all events excluding those that are Town-sponsored. Damage deposits are refundable provided the following conditions are met:

1. All rules/guidelines governing rental usage of the facilities are met
2. The room and common areas (including surrounding outside areas) are left clean and orderly per the Room Clean Up Check List
3. Restrooms are left in neat order
4. User of room does not exceed the scheduled time
5. All equipment is accounted for and undamaged
6. Additional staff time is not required
7. Damage to the building has not occurred.
8. All rules/guidelines governing alcohol consumption as stated in this policy document are met
9. The user must be on the premises throughout the event and clean up of the facility
10. The user, participants, and/or contracted staff do not cause a false fire alarm (for example, using a smoke or fog machine as part of entertainment; smoking inside the facility; using the kitchen without turning on the fan)

If these conditions are not met to the satisfaction of the staff, an appropriate fee will be deducted from the damage deposit. If any damage caused during the period of use exceeds the amount of the deposit, the user will be charged the difference and may lose facility use privileges for one year. Any damage will be documented by staff following the event through use of notes and photographs.

The user should allow four weeks for the arrival of any damage deposit refund that is due.

Cancellations and Changes

The cancellation policy is as follows:

1. To receive a full refund with no penalty, a renter may cancel facility reservations thirty (30) days in advance. Full refund includes the rental fee and deposit.

2. If a renter cancels with less than thirty (30) days but fourteen (14) or more days in advance of the event, one half of the rental fee and the full deposit will be returned.
3. If a renter cancels with less than fourteen (14) days notice, they will forfeit the entire rental fee; the deposit will be returned; the Town will retain any monies collected to cover the costs of insurance for the event that may have been arranged by the Town.
4. A renter may change the facility rental date with no penalty fourteen (14) days or more in advance of the event. At the time the renter requests a change in event date, the new date must be determined, based upon availability, and 20% of the rental charge will be assessed as a re-scheduling fee.
5. Users of the facility who are not required to pay a rental fee but have paid a deposit will be issued a refund for the entire deposit amount.

Note: The Town reserves the right to change or cancel any part of a use agreement and the related scheduled activity.

Community Hall Kitchen Information

The kitchen may be reserved for use only in conjunction with the use of the Community Hall or an Activity Room. An additional use fee and damage deposit will be collected for use of the kitchen when it is used in conjunction with rental of an Activity Room.

Use of the kitchen includes the following:

Refrigerator and freezer
Stove/oven
Dishwasher

Microwave Oven
Coffee Urn

It is the responsibility of the user to provide their own cooking equipment, serving and eating dishes, tablecloths, paper products, utensils, and all other kitchen-related items.

Users may not store any items in the kitchen prior to or following their event. Town staff must be contacted if additional rental time for the kitchen is needed.

Room Set-Up

The user is responsible for setting up the room rented for an event. Town staff is not available to set up tables, chairs and other equipment.

Care must be taken in moving tables and chairs into position. **TABLES, CHAIRS AND OTHER EQUIPMENT SHOULD NOT BE DRAGGED ACROSS THE FLOOR IN THE**

COMMUNITY HALL. Damage that occurs to the floor is the responsibility of the user and may result in forfeiture of the entire damage deposit.

The user will not be allowed access to the room prior to the start time designated on the use contract. Please be sure to allow enough time to complete the room set-up and decorating when reserving the room. The user will be charged for any and all time used for set-up and clean up.

The user is responsible for cleaning the tables and chairs prior to returning them to the storage area at the conclusion of their event. Please refer to the clean-up checklist for more information regarding clean-up.

The Town does not rent or supply linens for events and receptions. Linens are the responsibility of the person arranging use of the facility.

Youth & Teen Events

Users must notify and receive approval from the Town Manager or his/her designee prior to a use application being accepted for an event where youth and teen guest participation outnumbers the adult participation.

For these types of events the user may be asked to meet the following conditions:

- Provide chaperones for minors at a ratio of 1 adult for every 15 youth/teen
- Pay additional deposit fees
- Purchase special event liability insurance through the Town

Failure to notify the Town staff of youth and teen events where the youth and teen guest participation outnumbers the adult participation may result in the user losing their rental deposit, additional deposit fees being charged, and the user may lose facility rental privileges for up to one year.

Alcohol is strictly prohibited for youth oriented events (i.e. teen dances, graduation parties, etc.).

Charging for Events or Cover Charges

Users may not collect an admission or any other charge for an event held in the Community Hall or Activity Rooms. Exceptions may be granted by the Town Manager or his/her designee in advance and in writing for:

- Fundraising activities undertaken on behalf of the Town, Portola Valley School District, or other local-serving public agencies; or
- Events that serve the Portola Valley community for which funds are used to offset reasonable costs of hosting the event (i.e. a class reunion for which

attendees pay a fee to defray the actual costs of the event). A detailed budget demonstrating how funds will be used must be submitted with the use application for consideration.

Unauthorized collection of admission charges or sales of services or products of any kind that have not been expressly approved in advance and in writing by the Town Manager or his/her designee will result in the user losing their rental deposit, additional deposit fees being charged, and the user may lose facility rental privileges for up to one year.

Alcohol Information

Alcohol is permitted in the Community Hall and Activity Rooms, provided the plan to serve alcohol is disclosed to the Town at the time the application for use is submitted. Alcohol may only be served to adults over the age of twenty-one.

In the event a user would like to serve alcohol at an event they must purchase event insurance through the Town that expressly provides coverage relating to the service of alcohol during the event.

Users serving alcohol during their event without obtaining insurance coverage through the Town that specifies that alcohol will be served will forfeit their entire damage deposit, and may forfeit all future facility use privileges.

The social host assumes all liability for the service of alcohol and will not serve to an obviously intoxicated person.

Alcohol Rules & Regulations

- Alcohol is only permitted, if approved, in the Community Hall, Activity Rooms and the adjoining patio outside the Community Hall.
- Users are responsible for the conduct and behavior of their participants and any problems related to the presence of alcohol.
- **THE USE OF KEGS IS LIMITED TO THE PATIO AREAS ONLY.** Kegs are not to be placed on the wooden floor in the Community Hall.
- Minors, under 21 years of age, may not consume or distribute alcoholic beverages.

Failure to follow these rules may result in forfeiture of the damage deposit and possible loss of future facility use privileges.

Maximum Room Capacities

Room	Square Footage	Room Capacity Seated	Room Capacity Standing
Community Hall	2,638	175	402
Alder Room	878	59	125
Buckeye Room	700	47	47

Exceeding the maximum room capacity may result in forfeiture of the damage deposit, and possible loss of future facility rental privileges.

Equipment Available as Part of the Rental

Chairs: 195
 Tables 15 (72" round)
 Rectangular Tables: 15 (5 ft. – 4; 6 ft. – 6; 8 ft. – 5)

Town-owned tables and chairs are not available to be loaned for off-premises events. The Town Manager or his/her designee may make exceptions to this policy on a case-by-case basis in writing.

Check in Prior to the Event

The user must check in with the Town during normal business hours prior to the event to obtain a key to the facility for any event that will be held after normal business hours or on the weekend.

The user must remain on site at all times during the event, and must have a copy of the use agreement in his/her possession. If the user leaves the premises during the event he/she may forfeit their deposit.

A staff member will conduct a pre-event room inspection prior to the start of the event to ensure cleanliness of the facility.

Loading, Deliveries, and Storage

All delivery vehicles must remain in the parking lot or on the delivery path for loading and unloading of vehicles. Vehicles may not pull up on grass areas, in front of doorways, in handicapped parking spaces or on sidewalks. Upon completion of deliveries, vehicles must be immediately moved from the delivery path.

All deliveries must occur during designated use times only. Deliveries that arrive early will not be accepted. Town staff will not sign for any delivery items. All items must be removed from the premises at the conclusion of the event. In the event tables, chairs and other items rented for use during an event must be left for removal by a rental

company or others, these items must be removed **no later than 12:00 noon on the Sunday following the event.**

The Town reserves the right to dispose of any items that the user fails to remove from the premises following an event. Users are not permitted to store items at the facility under any circumstances.

Cleaning the Facility

Users are responsible for cleaning the room(s) in accordance with the supplemental Checklist.

All garbage is to be removed from the facility and placed in the cans provided outside on the patio area adjacent to the kitchen, with care given to dumping any liquids down the kitchen sink. All garbage cans must be secured with lids closed. In the event there is an inadequate supply of cans and plastic trash bags must be used, care should be taken that bags do not contain liquids that can leak onto the patio area leaving stains.

All tables and chairs are to be cleaned and returned to the storage area, and neatly stacked.

The user may utilize cleaning equipment and supplies (brooms, mops, etc.) that are located in the janitor's closet in the storage area. To ensure the return of the damage deposit, the room must be left in a clean condition that would enable a subsequent user to use the facility in the condition in which it is left.

Those renting the Community Hall should immediately wipe up any spills from the wooden floor; however, **THE COMMUNITY HALL WOODEN FLOOR MUST NOT BE WET-MOPPED.**

If the time reserved is exceeded, the additional time will be deducted from the damage deposit and any remainder charged to the user.

Users are responsible for ensuring the facility is locked and secured prior to leaving the premises following an event.

Following the event a staff member will inspect the premises for cleanliness and damage and will document through notes and photographs any conditions for which all or a portion of the deposit will be withheld.

Entertainment

DJ's, bands, clowns, magicians, etc. are permitted at the Community Hall and Activity Rooms. However, music should be kept at a volume that cannot be heard by surrounding neighbors and must cease no later than 11:30 p.m.

Use of smoke/fog machines is not permitted as they may activate the fire alarm system. The Town does not have a stage on the premises. In the event a user would like to bring a stage onto the premises for use during an event, prior written approval of the Town Manager or his/her designee must first be obtained, and care must be used in assembling/disassembling it within the room rented.

Decorations

Tacks, nails, and staples are prohibited everywhere. Only painter's tape may be used to affix decorations to the painted wall board. Violation will result in forfeiture of the entire damage deposit.

All decorations must be flame retardant treated. The Town may require the user to obtain approval from the Woodside Fire Protection District for use of certain types of decorations.

Balloons may be used, but care must be taken to ensure that helium balloons do not become entangled in light fixtures and ceiling fans, causing damage.

Candles/Flammable Materials & General Fire Safety

Candles with flames may not be used in the Community Hall or Activity Rooms, except when their use is limited to placement on a birthday cake or utilized with a chafing dish. Otherwise, use of any type of candle with a flame or any other type of open flame is strictly prohibited, and will result in forfeiture of the damage deposit.

Chafing dishes and other heating devices for food may only be used in the Community Hall room and kitchen.

Users are responsible for ensuring that exit doors and aisles are not obscured or obstructed and that fire extinguishers are in place and access to fire extinguishers is not obscured or obstructed.

Cooking & Re-Heating of Food in Activity Rooms Prohibited

No cooking or re-heating of food may take place in the Activity Rooms. Cold foods, such as sandwiches, finger foods, cake, cookies, etc. may be served. In the event hot foods are to be served, the kitchen must be reserved and used in its preparation or re-heating.

Rice, Birdseed, Confetti, Dance Wax, Sand, Etc. Prohibited

The use of rice, birdseed, confetti, dance wax, sand and similar materials is strictly prohibited at the Community Hall building, both inside and outside. Use of these materials in violation of this policy will result in forfeiture of the deposit.

Parking

Users and guests of the Community Hall and Activity Rooms may park in designated parking areas around the Town Center. Parking in undesignated areas under oak and redwood trees is strictly prohibited.

Smoking

The entire Town Center campus has been declared smoke free; therefore, smoking is prohibited at all locations at the Town Center.

Recreational Drugs Strictly Prohibited

Recreational drugs of any kind are prohibited on all Town-owned property. Violation of this policy will result in forfeiture of the damage deposit, possible criminal charges, and loss of future facility use privileges.

Barbecues

With prior approval from the Town Manager or his/her designee, the use of barbecues may be permitted on the patio areas immediately adjacent to the kitchen or the Community Hall. No grills of any kind are permitted inside the building.

The only types of barbecues permitted are those typically found in residential use, such as kettle style or propane-style barbecues. Ashes and briquettes from a kettle-style barbecue should be extinguished and disposed of at an appropriate location other than on Town property.

Fireworks

Fireworks (including sparkler, firecrackers, bottle rockets, and all other types of fireworks) are not permitted in any area of the Town Center campus. Use of fireworks in violation of this policy will result in forfeiture of the damage deposit and may result in forfeiture of future facility use privileges.

Additional Equipment

Users may bring in barbecues, band equipment, DJ equipment or other equipment to be used during an event, provided items brought in are not expressly prohibited by these policies and are disclosed to the Town as part of the rental application process.

Security Services

The Town reserves the right to require that security services be provided throughout the event. When it is deemed such services are warranted, all associated costs will be borne by the user.

Animals

Animals, other than service animals, are not permitted inside the Community Hall or kitchen.

Use of Areas Limited to Space Rented

Users of the Community Hall and Activity Rooms must limit their activities to the room(s) and patio areas they have reserved.

Bounce houses, jumpers and other outdoor recreation and play equipment may not be placed on adjacent lawn areas, in the redwood grove or on athletic fields.

Participants at events held at the Community Hall and Activity Rooms may not interfere with other residents' use of amenities at the Town Center campus.

Unauthorized use of additional areas may result in the assessment of additional rental fees, forfeiture of deposit and loss of future facility rental privileges.

Sales of Products or Services Prohibited

Users of the Community Hall and Activity Rooms are strictly prohibited from offering for sale any type of product or services.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Brandi de Garneau, Sustainability & Special Projects Manager

DATE: July 24, 2013

RE: **Farmers' Market Trial Period Findings and Recommendation**

RECOMMENDATION

The recommendation is that the Town Council:

1. Receive a report from staff on the findings from the trial Portola Valley Farmers' Market (Farmers' Market) event at Town Center.
2. Approve the continuation of the Farmers' Market for a period of one year.
3. Authorize the Town Manager to work with the Town Attorney to execute the necessary agreements to continue the Farmers' Market and shared parking with Christ Church.
4. In response to community interest, approve the addition of hot food carts and food truck(s) to the Farmers' Market event.
5. Authorize the Town Manager to work with staff, the Farmers' Market organizer and Council liaison to develop an appropriate schedule for the Farmers' Market during "Standard" time (i.e., winter).

BACKGROUND

The Farmers' Market launched on Thursday, June 13, 2013. Five markets have occurred since that date, including two in conjunction with the Town's Summer Concert Series. The Farmers' Market is successfully fulfilling its intended goal of creating a local, community-oriented event that promotes fresh produce and products, provides a venue for residents to socialize with each other, and creates the opportunity to learn about agriculture and sustainability. The Town heard from the community that they were looking for something that brings people together more regularly than the Summer Concert Series or Town Picnic, something on a weekly basis. This is exactly what the Farmers' Market has become.

In addition to the community-building aspects, the Farmers' Market has given the Town and the Library an opportunity to talk directly with residents and let them know about special programs available to them. The market has also given residents an informal means of communication to let Town staff know about issues in the town and community. In the future, staff will encourage Town committees to host the Town's outreach booth with the purpose of engaging residents in their activities and promoting volunteerism.

The Farmers' Market will continue to evolve and change, with continued emphasis on finding and engaging local farmers, food artisans, craftspeople and musicians. The market opened on June 13th, just weeks after the Council approved the event and in the height of market season. The event organizers - including chosen market manager, Maggie Foard, and town residents Laura Stec and Brook Coffee - have put tremendous effort toward engaging local farmers, including Jelich Ranch and Webb Ranch, while also finding a diversity of produce and products to serve the community.

DISCUSSION

Per the Town Council's direction at their meeting on April 24, 2013, staff evaluated the success of the Farmers' Market trial period using the following information:

- informal survey of attendees to determine number of Portola Valley residents
- feedback from local food retailers
- received public input

Below is a review of the trial period findings as well as a report on additional outreach and sustainability information.

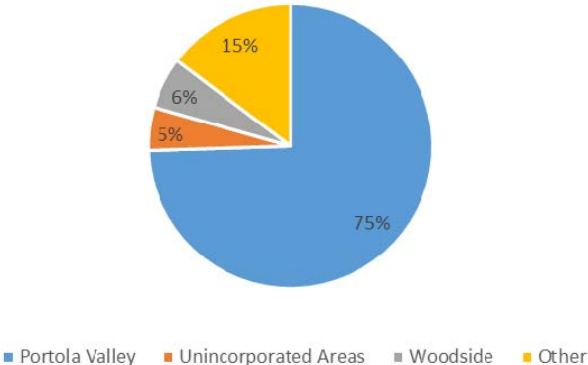
Informal Survey of Attendees

Staff and volunteers surveyed Farmers' Market attendees at the markets on June 13th, June 20th and June 27th. The following graphs outline the results of these surveys. Over the three days surveyed, 72-75% of survey respondents were residents of Portola Valley and 51-67% of respondents were regular farmers' market shoppers. Below is a table showing the number of Portola Valley residents that responded to the survey compared to total respondents.

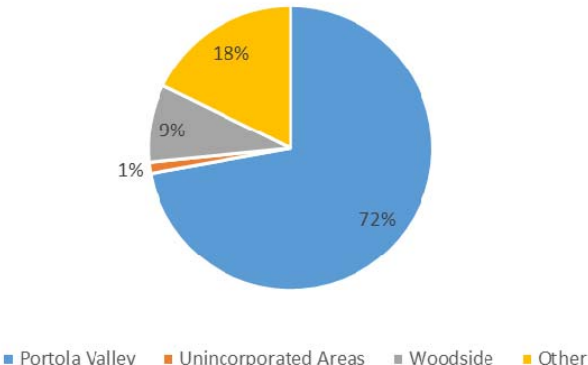
Number of Portola Valley Residents Versus Total Survey Respondents

Date	# Portola Valley Resident Respondents	# Total Respondents	Percentage Portola Valley
June 13	76	102	75%
June 20	57	79	72%
June 27	49	66	74%

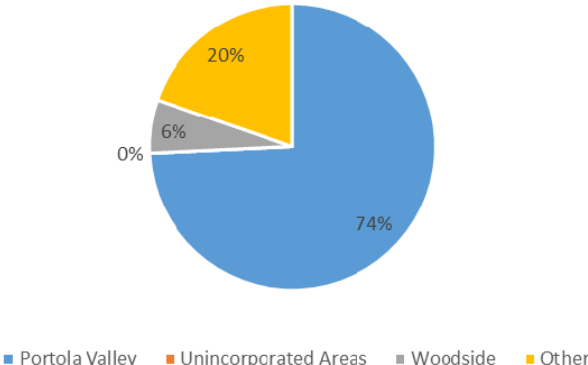
Survey of Attendees 6.13.13



Survey of Attendees 6.20.13



Survey of Attendees 6.27.13



Based on the results of this informal survey, it is likely that the Portola Valley Farmers' Market is taking produce purchases away from other farmers' markets, not necessarily from in-town merchants. The Farmers' Market is keeping residents shopping local and spending money in Portola Valley versus going out to other communities and spending money.

Feedback from Local Food Retailers

Staff met with local food retailers to hear feedback on the impact of the Farmers' Market on their businesses. Portola Café Deli is supportive of the Farmers' Market, but is concerned about the potential impact of the addition of food trucks on their business. Parkside Grill is supportive of the Farmers' Market and the desires of the community. Roberts Market is on vacation and staff will report verbally on their feedback at the Council Meeting.

As mentioned in the previous staff report, volunteers Laura and Brook proposed the idea of creating an "Eat Local" movement around the Farmers' Market and encouraging people to frequent the local food retailers. To this end, the event organizers are working with the local food retailers to find ways to enhance, rather than detract from their business. The Parkside Grill and Portola Café Deli are exploring the idea of shopping at the market on Thursdays and featuring a special "farmers' market" dish or pizza that night or the following night. With Roberts Market, the event organizers are planning to engage their specialty foods buyer and feature the farmers and vintners at the Farmers' Market that provide those products at Roberts Market.

Received Public Input

Staff has received positive feedback about the Farmers' Market, both in person at the market as well as via email (Attachment 1). As part of this feedback, the community has expressed overwhelming interest in the addition of food trucks to the market. The addition of hot foods to the Farmers' Market can make or break the choice of attending the market for parents with children, who have to choose between shopping and getting dinner on the table. We have also heard that the community is also looking for more diversity of places to eat in town, without adding permanent businesses. Adding food trucks would encourage Portola Valley residents to come to the market and eat/shop/socialize with their neighbors and friends rather than seeking that diversity outside of Portola Valley.

In response to this interest, staff is recommending the addition of food trucks to the Farmers' Market event as well as hot food carts (e.g., empanadas, tamales). Because the food trucks would be under the jurisdiction of the market organizer's permit, staff recommends that the Council grant Maggie Foard the authorization and flexibility to select and schedule food trucks and hot food carts that best fit with the market. The one exception to this, in response to concerns from local restaurants, is that no food trucks that serve pizza will be allowed (this will be included in the market organizer's agreement). The rules outlined for food trucks at the Farmers' Market will be separate and distinct from the rules for other Town events (e.g., Summer Concert Series, Town Picnic).

A few members of the public have also expressed concern about the impact of the Farmers' Market on local merchants and the overall benefit of the market.

Additional Outreach

In addition to reaching out to local retailers, staff met with Christ Church and Springdown Equestrian Center (Springdown). Springdown is supportive of the market and said it was a "non-issue." They did not express any concern about the addition of food trucks to the event.

Christ Church continues to be supportive of the Farmers' Market and is willing to extend the shared parking agreement. The Church staff has been on summer break and plans to host community-building activities in conjunction with the market once they return to their normal schedule. As the Council knows, Christ Church is supportive of food trucks and the community-building that they saw happen with their events last summer.

The Farmers' Market is also fulfilling the Library staff's desire to engage more town residents in their services and programs: the Library has engaged both children and adults in its summer reading program via a booth at the Farmers' Market and is launching additional events in conjunction with the Farmers' Market beginning with a story time in the Redwood Grove on July 18th.

Sustainability

As mentioned in the previous staff report, the Farmers' Market has positive sustainability impacts. The Town can include the farmers' market as part of its Climate Action Plan to reduce greenhouse gas emissions. In the informal survey, 51-67% of survey respondents normally attend farmers' markets in other communities. With the addition of the Portola Valley Farmers' Market, residents who normally drive to the Palo Alto or Menlo Park markets may choose to go the Portola Valley market and drive a lesser distance to get their produce, or even walk or bike!

NEXT STEPS

If the Council approves the extension of the Farmers' Market, staff will work with the Town Attorney to execute the necessary agreements with Maggie Foard and Christ Church. Staff will also work with Council designee, community members and Maggie Foard to develop a suitable schedule for the Farmers' Market during Standard time and the winter months. Staff and volunteers will continue working with local merchants to find ways to enhance their businesses in conjunction with the Farmers' Market. In addition, staff will work with committees to develop an outreach schedule for the Town booth.

FISCAL IMPACT

After the trial period, little staff time will be needed and the market will be financially self-sufficient.

ATTACHMENTS

1. Farmers' Market – Received Public Input

APPROVED – Nick Pegueros, Town Manager *N.P.*

From: Sue Chaput <suechaput@yahoo.com>
Sent: Friday, June 14, 2013 10:03 AM
To: Nick Pegueros; Brandi de Garneau
Subject: Great Farmers market

Someone asked if food trucks could be added!

We wonder why it isn't over near the trees more toward Tennis Courts. Beyond schoolhouse Thus, leaving all roads and traffic as usual. No blocking of park lot

People could pull in and park near tennis courts as well. I think I know the neighbor that m

ight complain about noise. This would take it further from their house!

Obviously. Huge success. Don't need to worry about visibility anymore

I am going to eat my celery and nut butter for breakfast. That's all that was left. Sold out!

Great. Good for you!!!

Sent from my iPad

"What BEAUTIFUL THING are you doing today?"

From: M Goodrich <sacajaweasoul@yahoo.com>
Sent: Friday, June 14, 2013 2:13 PM
To: Brandi de Garmeaux
Subject: Re: [PVForum] Portola Valley Farmers' Market

Glad to hear there will be more to purchase. By the time we got there, there wasn't much left! Thanks!

From: Brandi de Garmeaux <bdegarmeaux@portolavalley.net>
To: "PVForum@yahoogroups.com" <PVForum@yahoogroups.com>
Sent: Friday, June 14, 2013 12:45 PM
Subject: [PVForum] Portola Valley Farmers' Market

Thank you to everyone who made it to the opening day of the new Portola Valley Farmers' Market! It was a fantastic turnout and the vendors sold out much sooner than anyone anticipated – which is a huge success!

Next week we will have more vendors and they will bring more product. We look forward to seeing you all there!

If you have any specific questions about the market, please feel free to email me directly and I will do my best to answer them.

Best,

Brandi

Brandi de Garmeaux
Sustainability & Special Projects Manager
Town of Portola Valley
650.851.1700 ext. 222

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From: Stephanie Laila Bisgaard <slt@me.com>
Sent: Monday, June 17, 2013 6:09 PM
To: Brandi de Garreaux
Subject: Re: Food Trucks???!!!

Hello

We would love the food trucks to be part of the farmers market every Thursday. It is such a community building event and it makes life easier for all us families - with easy dinners and socializing w other local families once a week. When the food trucks where here in PV last year it was something many many families looked forward to. Please let this be part of the market to make this whole event ideal. We love the market idea but the food trucks along with it would make Thursdays truly perfect.

Sincerely,

Stephanie & Peter Tuxen Bisgaard
1 Wintercreek

Sent from my iPad

From: O'Donnell, Michael J <MichaelODonnell@mofo.com>
Sent: Monday, June 17, 2013 1:56 PM
To: Brandi de Garmeaux; Jennifer Hanley; pvforum@yahoogroups.com
Subject: RE: [PVForum] Re: Food Trucks???!!!

Our kids love walking over to the food trucks and it saves us from having to cook a dinner so it would be nice if they could be there every Thursday after the Farmers Market (which is great to have) in the summer

From: PVForum@yahoogroups.com [mailto:PVForum@yahoogroups.com] **On Behalf Of** Brandi de Garmeaux
Sent: Monday, June 17, 2013 12:51 PM
To: Jennifer Hanley; pvforum@yahoogroups.com
Subject: RE: [PVForum] Re: Food Trucks???!!!

Hello~

The Food Trucks will be part of the Town's Summer Concert series on Thursdays June 20th, July 18th and August 22nd. At this time, Food Trucks are not planned as part of the eight-week trial of the Farmers' Market.

Please feel free to send any input on the Food Trucks and/or Farmers' Market directly to me and I will pass it along to the Town Council.

Best,

Brandi

Brandi de Garmeaux
Sustainability & Special Projects Manager
Town of Portola Valley
650.851.1700 ext. 222

From: PVForum@yahoogroups.com [mailto:PVForum@yahoogroups.com] **On Behalf Of** Jennifer Hanley
Sent: Friday, June 14, 2013 6:14 PM
To: pvforum@yahoogroups.com
Subject: Re: [PVForum] Re: Food Trucks???!!!

Just to reiterate Jami's question (that I have been meaning to ask): will the food trucks come to our town every Thursday eve as they did last summer?

Talk about community-building events!

Jen

Sent from my iPhone

On Jun 14, 2013, at 12:11 PM, SANDRA WELCH <bossmomdcc@me.com> wrote:

From: Lori Palazzolo <loripalazzolo@yahoo.com>
Sent: Wednesday, June 19, 2013 7:43 PM
To: andimallinckrodt; Brandi de Garneau
Subject: Re: [PVForum] Response to food trucks from Christ Church

I think local vendors being involved is a great idea! As a citizen of PV with 2 active young kids, feeding them on the go is a must some (most?) days. And I find the kids often tired and bored with the same few choices for local dinner. The food trucks were awesome as it was different selection that day of the week without having to drive 20 minutes to menlo park or RWC. Win-win for them and me.

I hope local vendors can see the benefit of joining in on this community gathering.

From: andimallinckrodt <a.mallinckrodt@sbcglobal.net>
To: PVForum@yahoogroups.com
Sent: Wednesday, June 19, 2013 1:14 PM
Subject: [PVForum] Response to food trucks from Christ Church

Christ Church started the Weekly Food Trucks as a community building event. We were very happy with the support of the event from most of the community. Some of the Portola Valley/Ladera vendors felt the event put their businesses at an unfair disadvantage. As we consider the vendors in Portola Valley to be a vital part of this community, and the goal was to BUILD community, their response did not fit our intent.

We have been in discussion with The Town of Portola Valley for a solution that would make all of our community happy. At our first meeting, town representatives wanted Christ Church to re-submit our use permit (that actually predates the forming of the town). This would have been an involved, expensive regulatory process and not one we wanted to undertake in order to continue to sponsor a free event.

Christ Church has been working with the organizers of the Farmers Market to bring back the Food trucks on a special event basis or perhaps work with local businesses to offer boxed specials for a "Pop' up Picnic" style event that would still allow our community to gather and all of our vendors to profit.

As Christ Church prepares to celebrate our 60th year in Portola Valley, we hope an ongoing solution can be reached so everyone can enjoy this wonderful community together.

Andi Mallinckrodt, Christ Church Portola Valley

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From: Lynn B Jacobson [banana-ben@comcast.net]
Sent: Tuesday, June 25, 2013 2:39 PM
To: Sharon Hanlon; Country Almanac
Subject: FOR The Town Council

>>> Am seeking some clarification of the purpose of the Farmers Market that I visited June 20th in Portola Valley. At the town meeting to discuss and vote on it for a trial period, most of the speakers addressed providing local produce, especially to encourage healthy eating habits for our children. Instead we found the term "LOCAL" applying to Novato for pastry, Stockton for exotic butters, Salinas for strawberries, Hayward for jams, Pescadero for meats, San Francisco for seafood, Half Moon Bay for scarfs, Redwood City for coffee, La Honda for candy, and Skyline Blvd. for jewelry. I fail to see how any of these relate to our children's more healthy life style, are LOCAL or educational for our kids in our RURAL community. Except for a couple of local growers like The Webb & Jelich Ranches, all I can ascertain is that most of the merchandise offered are there for personal financial gain, encroaching upon, rather than enriching the quality of life in our town. I really wish someone would define LOCAL PRODUCE which was repeated multiple times at the P.V. meeting as the purpose of this Farmers Market. Respectfully Yours Lynn Lane Jacobson,
>>

From: Vidya Setlur <vidya.setlur@gmail.com>
Sent: Friday, June 28, 2013 10:20 AM
To: Brandi de Garneau
Cc: Pv Forum
Subject: Re: [PVForum] Food trucks?

I really think that having the food trucks come in every week along with the Farmer's Market would be much appreciated by our town. We get to take advantage of the longer days and warmer weather, while mingling and socializing with our neighbors.

Plus, the food's been great too!

Hope the town council seriously considers this.

Cheers,

Vidya

On Fri, Jun 28, 2013 at 9:58 AM, Brandi de Garneau <bdegarneau@portolavalley.net> wrote:

> Hello~
>
> The issue of food trucks at the Farmers' Market will be considered by the Town Council at their meeting on July 24th.
>
> Currently, food trucks are scheduled only as part of the Town's Summer Concert series on Thursday, July 18th and Thursday, August 22nd.
>
> Best,
>
> Brandi
> -----
> Brandi de Garneau
> Sustainability & Special Projects Manager Town of Portola Valley
> 650-851-1700 ext. 222
>
>
> _____
> From: PVForum@yahoogroups.com [PVForum@yahoogroups.com] On Behalf Of Vidya Setlur [vidya.setlur@gmail.com]
> Sent: Thursday, June 27, 2013 12:52 PM
> To: Pv Forum
> Subject: [PVForum] Food trucks?
>
> Does anyone know which food trucks will be making a presence today at the Town Center?
>
> Thanks,
>
> Vidya

From: Craig Brandman <cbrandman@yahoo.com>
Sent: Friday, June 28, 2013 10:34 AM
To: Vidya Setlur; Brandi de Garmeaux; pvforum@yahoogroups.com
Cc: Pv Forum
Subject: Re: [PVForum] Food trucks?

I agree. I think it is a wonderful way to stay connected with our friends and neighbors. Our family greatly enjoyed it and went every week. I do not think the community should be held hostage to a small number of self interested commercial entities.

Best
Craig

From: Vidya Setlur <vidya.setlur@gmail.com>
To: Brandi de Garmeaux <bdegarmeaux@portolavalley.net>
Cc: Pv Forum <PVForum@yahoogroups.com>
Sent: Friday, June 28, 2013 10:20 AM
Subject: Re: [PVForum] Food trucks?

I really think that having the food trucks come in every week along with the Farmer's Market would be much appreciated by our town. We get to take advantage of the longer days and warmer weather, while mingling and socializing with our neighbors.

Plus, the food's been great too!

Hope the town council seriously considers this.

Cheers,

Vidya

On Fri, Jun 28, 2013 at 9:58 AM, Brandi de Garmeaux
<bdegarmeaux@portolavalley.net> wrote:

> Hello~

>

From: Johonna Katz <johonna_g@yahoo.com>
Sent: Friday, June 28, 2013 2:07 PM
To: Craig Brandman; Vidya Setlur; Brandi de Garmeaux
Subject: Re: [PVForum] Food trucks?

Agreed. Also, it's not about choosing between eating dinner at a local sit-down restaurant with my family *OR* going to the food trucks. It's about getting outside, the ease of eating on the run with two toddlers in tow, and the sense of community building the food trucks provide. I certainly would not be going out for a sit-down dinner at Parkside (for example) with my 3-year old and 1-year old every Thursday evening; however, running around outside at town center with the food trucks and a bunch of other children definitely gets the nod. It's catering to two different demographics, so I think everyone wins. I see no downside in offering more community-building events like these...and ease for families who don't feel like cooking every night. It's a nice break. :)

Thanks,

Johonna

From: Craig Brandman <cbrandman@yahoo.com>
To: Vidya Setlur <vidya.setlur@gmail.com>; Brandi de Garmeaux <bdegarmeaux@portolavalley.net>; "pvforum@yahoogroups.com" <pvforum@yahoogroups.com>
Cc: Pv Forum <PVForum@yahoogroups.com>
Sent: Friday, June 28, 2013 10:34 AM
Subject: Re: [PVForum] Food trucks?

I agree. I think it is a wonderful way to stay connected with our friends and neighbors. Our family greatly enjoyed it and went every week. I do not think the community should be held hostage to a small number of self interested commercial entities.

Best
Craig

From: Vidya Setlur <vidya.setlur@gmail.com>
To: Brandi de Garmeaux <bdegarmeaux@portolavalley.net>
Cc: Pv Forum <PVForum@yahoogroups.com>
Sent: Friday, June 28, 2013 10:20 AM
Subject: Re: [PVForum] Food trucks?

From: Ray Williams <rayhwms@gmail.com>
Sent: Sunday, June 30, 2013 8:59 AM
To: Nick Pegueros
Subject: Farmers Markekt....

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Nick

I hope all is well. The Portola Valley Farmers Market is a great success. There is a lot of interest in it as people show up early and while I have not counted noses it seems they show up in volume. What do the vendors think?

Someone mentioned that consideration is being given to a year round Farmers Market. On the surface that seems like a good idea but Palo Alto and others shut down in the from October to May. Is it because that the goods available during that time are not very popular or is it because people don't show up? If the vendors are willing to take the risk it may be worth an experiment to see if the locals will continue to show up in volume.

In any case it is a big hit.



Ray Williams
rayhwms@gmail.com

From: Danna Breen <pvlily@aol.com>
Sent: Wednesday, July 17, 2013 5:39 PM
To: Brandi de Garreaux
Subject: farmer market

Honorable Members of the Town Council.

The Farmers Market is the best thing to happen around here since the creek! it has been a tremendous community building event. People are so happy. Please vote to continue it.

I literally can't wait for Thursdays to roll around every week. Thank you for your efforts to continue this wonderful new service to the people of our town, DAnna Breen

Sent from my iPad

From: Rebecca Arora <rebecca@aligntheself.com>
Sent: Wednesday, July 17, 2013 5:55 PM
To: Brandi de Garreaux
Cc: Brookcoffee@yahoo.com
Subject: Note for Town of PV regarding Farmers Market

Dear Brandi,

The Portola Valley Farmers Market is the best thing to happen in Portola Valley. I have been there every week since it began. I am ecstatic to be able to walk to farm fresh food, veggies, hummus, fish, meats, gluten-free goodies, honey, flowers and more. I love being able to see and meet my neighbors. Moms and Dads home early from work, unplugged from gadgets, out and about with their kids. I love that I can buy fresh celery and carrots and cilantro jalapeño hummus then share these treats with friends on the lawn and listen to music.

To me the Farmer's Market represents the simple pleasures in life that can seem so hard to come by in our fast-paced high technology environments (particularly here in Silicon Valley). It is about community. Knowing your neighbors. Knowing where your food is coming from. Slowing down. Taking in. Enjoying life.

Please make the farmer's market a permanent part of Portola Valley. This is exactly what makes PV a pioneer in sustainable living and one of the most desirable places to live.

Thank you!
Rebecca Arora

--
Rebecca Arora
coaching and bodytherapy for women
www.aligntheself.com
rebecca@aligntheself.com
415-572-7723

heal, transform, empower

From: Ramesh Subramonian <subramonian@gmail.com>
Sent: Wednesday, July 17, 2013 6:06 PM
To: Brandi de Garreaux
Cc: Olga Subramonian
Subject: Letter of Support for Farmers' Market in Portola Valley

Brandi,

I am writing to express my unequivocal support for the Farmers' Market in Portola Valley. I think it is a fantastic addition to the unique community that we enjoy in Portola Valley. It brings neighbors together, it supports local economies and it improves our attitude towards food and eating.

I realize that, like everything else, it has its shortcomings and drawbacks and negative impacts.

But, in balance, the good far outweighs the bad.

Ramesh Subramonian
Olga Subramonian
20 Russell Avenue Portola Valley

From: Robert Pierce <drbobpierce@yahoo.com>
Sent: Wednesday, July 17, 2013 6:36 PM
To: Brandi de Garreaux
Subject: pv market

Brandi

went to the Farmer's Market last Thursday; had a great time and only wish I had more cash on me! Keep this local treasure, especially now that Woodside's F.M. is having trouble getting a venue. Why not combine the two, then we can meet our friends from Woodside!

So, my vote is strongly in favor of maintaining the Farmer's Market in PV; what a great way to meet and greet one's neighbors while getting wonderful produce.

Bob Pierce
123 Tan Oak

From: Jean Isaacson <jean@jeanisaacson.com>
Sent: Wednesday, July 17, 2013 8:18 PM
To: Brandi de Garreaux
Subject: PV Farmers' Market

To the Town Council,

I love our farmers' market. It is not only another opportunity to enjoy the beautiful setting of our town center, but also a wonderful way to connect with fellow town residents we don't have a chance to see regularly.

I invited a new PV resident to the most recent market, and she was so happy to be introduced to other residents she wouldn't have met otherwise. We all enjoyed the music and took home fabulous food.

I can't imagine why anyone would object to some banjo music. It can't be very loud to anyone not at the market itself, can it? I would have liked it even louder! We might have all started dancing. One shouldn't be surprised at occasional festivity at a town center! A town center is intended to be a lively gathering place, not a cemetery!!

I would enjoy having food trucks as an additional attraction. They would not compete with the sale of produce at the farmers' market. They provide a nice variety in our menus without having to leave town, and I know busy parents appreciate the convenience.

Let's keep the market going.

Thanks,

Jean Isaacson

From: sinda mein <sindamein@yahoo.com>
Sent: Wednesday, July 17, 2013 8:53 PM
To: Brandi de Garreaux
Subject: farmer's market

Dear Brandi,

I'm writing in support of the wonderful Farmer's Market on Thursdays in PV at the Town Center. What a great event! It's a great excuse to get the community together. It highlights sustainable, local agriculture. It offers opportunities for kids to meet farmers, talk to vendors and then play at the wonderful Town Center. I went one night when there were food trucks and a band and the whole thing was magical. I met friends from all walks of life who were all smiles and who eagerly embraced the experience.

I love the idea of gathering on Thursday night for such a great event. I'd love to have food trucks there all the time to make it a fun evening out where I don't have to think about cooking! I'd like to be able to do my food shopping on Thursday, so I don't have to go shopping on the weekends.

Please keep the Thursday Farmer's Market going!

Thank you,

Sincerely,

Sinda Mein, PV resident for 9 yrs

From: Sean Bourke <Sbourke@jumpstartmd.com>
Sent: Wednesday, July 17, 2013 9:25 PM
To: Brandi de Garreaux
Subject: Farmer's Market

Dear Brandi:

I'm writing as a Portola Valley resident delighted by the recent pilot introduction of the Farmer's Market to our town.

I think the market helps drive a multitude of great benefits among them:

- Educating children:
 - Helping to teach our children about the benefits of and need for fresh, local, sustainable, organic foods in our community. With pediatric obesity approaching 20% nationwide in light of the dominance of fast, processed, and convenient junk foods throughout our land, this issue is an important one to combat through exposure of our children to local community supported agriculture farmer's markets that can help kids connect real foods to real farmers
- Building community
 - Portola Valley is a community of wonderful people scattered somewhat disparately across our town from Los Trancos to Westridge, the Highlands and up toward Alice's. The Thursday evening Farmer's Market provides a central point to gather diverse elements of that community in a way that helps celebrate not only the foods that the farmers have brought but old and new friends who engage at that crossroads.
 - On that same note of building community, I would amplify that engagement by re-introducing food trucks to the Thursday night farmers market. That would help to engage the community further in supporting the market and filling their kitchens with seasonal local foods. But it would also feed our sense of community further as the afternoon and evening becomes a destination not just to shop for good foods but break bread together with our neighbors in a setting as picturesque as anywhere I can imagine.
 - I have heard that some of our local merchants feel threatened by the introduction of outside vendors who might be taking a share of their revenues. I could see why they might feel that way but I think that may be missing the potential for them. For one, they could adapt to the influx of hungry people to the Town Center area that night and join outside vendors in providing nourishment. Alternatively, local restaurants might consider offering a Thursday night takeout special that might cater to the farmer's market population off to meet their family for dinner on the grass. I believe that our community would support our local businesses if offering services that evening that aligned with the needs of those who want to make an evening of the market.

Other improvements I might consider: surveying the local population to see what vendor offerings they might want at the market. From my end, I found the produce and meat offerings more limited than one sees at other local farmer's markets such as Palo Alto, Menlo Park, and other proximate towns. I'm not personally that interested in shopping for jewelry, chocolate, or imported coffee at a farmer's market. I'm more interested in what the local farmers are offering. But I'm not opposed to that if that suits others' interests so long as the farmer and ranchers offerings are reasonably robust.

Thank you for taking the time to read my long winded message and allowing me the chance to voice my excitement for the Farmer's Market pilot program. I would strongly recommend we perpetuate that Thursday night program as a great addition to Portola Valley due to its ability to build and celebrate community, educate and feed our children, and enjoy each other in *pleine aire* amidst the beauty that surrounds us.

Please don't hesitate to reach out if I can help with this initiative in any other way.

Thanks again,

Sean Bourke

Sean Bourke, M.D.
CEO, Co-Founder
650-701-1460 Telephone
888-260-5867 Facsimile
650-274-6256 Mobile
www.jumpstartmd.com

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From: Coffee, Ryan <coffee@slac.stanford.edu>
Sent: Wednesday, July 17, 2013 10:14 PM
To: Brandi de Garreaux
Subject: PV Farmer's Market

Brandi,

I sincerely hope this letter can in some way help preserve the Portola Valley Farmer's Market. What strikes me as the most valuable aspect of this market is the weekly catalyst this event serves to bring together all ages in a common place.

The market brings together the entire community, all ages. We parents of school children have the luxury of child drop-off to experience the repetitive interactions with others that tend to form friendships and a strong sense of community. This however is only bestowed on parents.

In contrast, the Farmer's Market allows our kids to see how their parents interact with elders, with teens, with vendors. Supervised from afar, they children (and some adults too) play in the creek, unstructured group play that fosters creativity, adaptability, and social maturity. Multi-family picnics ensue where new friendships are formed and otherwise separated groups find they have more in common than not. We often discuss the controversies over what types of foods trigger allergies, diabetes, obesity. We discuss new technology and where one company might be going and could relate to some other new company. We debate the best roast for a good hand-pulled espresso. We peruse local art, hear local music, and revel in the beauty of the fields and hillside that preside over the whole event.

This is our salon... and it's a fertile one. Our community is blessed with an abundance of successful, intelligent, and thoughtful people who all have some very valuable insights. Alienated, those insights never see their full potential. Brought together through random conversations and informal chance interactions, those insights are what spawn truly revolutionary new ideas and empower new combinations of friends. This new salon is a perfect catalyst for cultural fire, mixing together the abundant intellectual resources unique to PV. This is exactly why, seemingly by chance, people like us tend to gather into places like this. There is no way to predict where or when such a fire will happen, but what has happened around this market sure feels warm. I think we would be wise to keep stoking the flames.

Sincerely,

Ryan Coffee

--
Ryan N Coffee
Scientist, LCLS Laser Division
SLAC National Accelerator Laboratory
2575 Sand Hill Road
M/S 20
Menlo Park, California 94025
650.926.4608 office
--

From: Raimund Feifel <raimund.feifel@physics.uu.se>
Sent: Wednesday, July 17, 2013 11:04 PM
To: Brandi de Garmeaux
Subject: In support of the farmer's market at Portola Valley

Dear Brandi de Garmeaux,

This is to express my strongest support for the farmer's market at Portola Valley which I happened to visit some weeks ago. I have been impressed by the fact how well attended and popular it was, and I believe it is an important activity for the local people in Portola Valley to be able to purchase fresh food products of highest quality directly from the farmers.

With kind regards

Raimund Feifel

From: Terri Unger <terriunger@mac.com>
Sent: Wednesday, July 17, 2013 11:05 PM
To: Brandi de Garreaux
Subject: Farmer's market

Hi,

I wanted to add my voice and just say how wonderful it is to have a fresh food market once a week. It is a wonderful place to meet friends and celebrate this lovely area we live in. At the same time it supports small farmers that struggle to get organic produce to the public.

I find the music to be a added bonus to the gathering, hard to imagine someone complaining about locals gathering in "the town park" to enjoy the community spirit. Really, this is such fun, and I would add that the idea of the food trucks just adds to the fun to picnic one time a week.

I for one would like very much to see this happening all year long. I have told many friends about it and they too were supportive and happy to have a regular event like this in our small town.

Lets celebrate this wonderful opportunity.

Terri Luchsinger

From: Hilary Duwe <hilary@ph7design.com>
Sent: Thursday, July 18, 2013 7:14 AM
To: Brandi de Garreaux
Subject: PV farmer's market

Hi Brandi.

I'm writing to say how much my family and I have been enjoying the Farmer's Market. We were there this past week and loved the bread, nut butters, and veggies we found there. We also enjoyed running into old friends and meeting a few new ones.

I really hope the community will give the market the opportunity to gain some momentum. Portola Valley is full of people interested in supporting local agriculture and in knowing their neighbors so the event really seems like a perfect fit.

Thank you for making it all possible.

pH7 [balanced design]

Hilary Duwe
650.530.2364
hilary@ph7design.com
ph7design.com

From: Susan Silberman <susan.silberman@gmail.com>
Sent: Thursday, July 18, 2013 8:41 AM
To: Brandi de Garreaux
Subject: Fwd: In support of the PV Farmer's Market

Hello Brandi-

We went to the Portola Valley Farmer's Market for the first time last week. It was great to run into people and see the assortment of goods. I didn't know I needed an orchid and our daughter wants to go back for the ginger spice cookies. She got the last one.

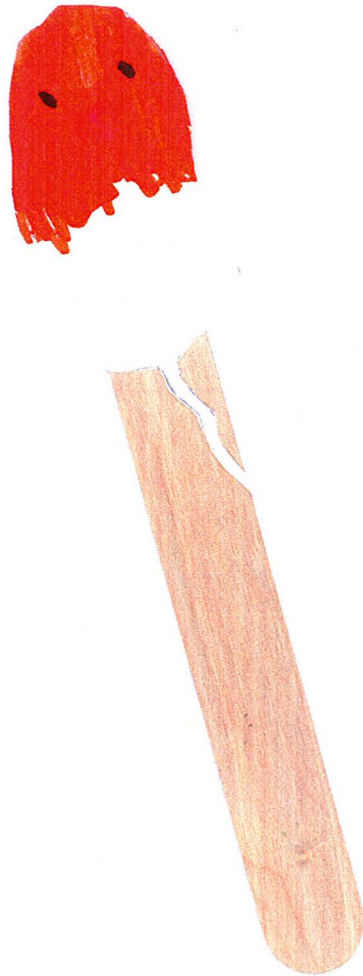
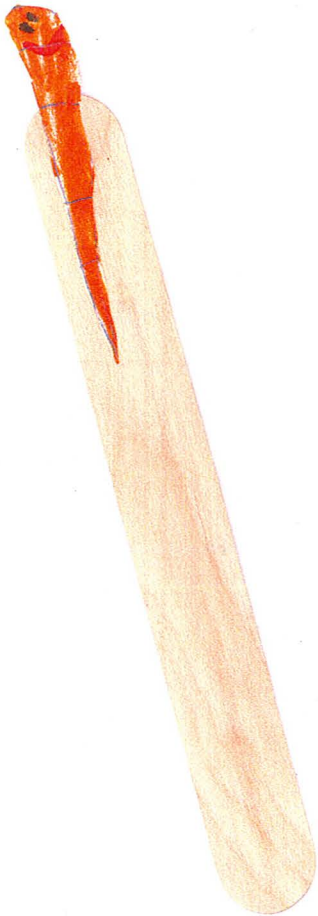
The addition of a food truck would be fantastic. It would allow people to linger and perhaps have dinner or use it as a meeting place. I hope it isn't just a "pop-up" event for the summer. The longer it runs, more people will discover it and begin to count on the market for fresh produce.

Don't let the negative folks spoil it for the rest of us!

Thank you,
Susan Silberman



I Love the farmers
Market. thank you!



RECEIVED
JUL 17 2013
PORTOLA VALLEY

From: Kim Zamboldi <kzamboldi@yahoo.com>
Sent: Thursday, July 18, 2013 10:15 AM
To: Brandi de Garreaux
Subject: Farmer's Market

Hi Brandi --

I wanted to drop a quick note to let you know how much we LOVE the Farmer's Market. We had been going to the Menlo Park farmer's market on the weekends and it is so wonderful to be able to get our produce locally! And on a Thursday is even better as we menu plan for the weekend of healthy eating. The produce has been lovely and I enjoy the convenience. Of equal value to my family is the community aspect. We plan playdates for the kids and meet up to coordinate with the market timing. I have bumped into friends every time I have stopped by (i.e. every week!) and seen neighbors that I don't see on any regular basis otherwise.

The event is so fun! I love that the library has a booth at the market, I love seeing Deano and the meeting new vendors, the desserts and in-season berries are amazing treats, the neighbor visits, the dreamy view... the farmer's market is a great addition to our amazing town.

I look forward to continuing this new tradition for many years.

-- Kim Zamboldi (and Rich, Nicholas, and Lukie)

Sharon Hanlon

From: Elizabeth Holmes [peckdesign@me.com]
Sent: Thursday, July 18, 2013 4:11 PM
To: TownCenter
Subject: Farmers market

We are really been enjoying the farmers market and hope that the town will continue to host. Not only is it a wonderful community builder, but the food is fresh and local!

Thank you,
Elizabeth Holmes
214 Grove Drive
Portola Valley

Elizabeth Peck Repass Holmes
peckdesign@mac.com

"Go confidently in the direction of your dreams! Live the life you've imagined!" -Henry David Thoreau

Sharon Hanlon

From: Anne Galli [annegalli@sbcglobal.net]
Sent: Thursday, July 18, 2013 4:45 PM
To: TownCenter
Subject: PV Farmers' Market

I love the farmers' market!

Anne Galli

Sharon Hanlon

From: Kim Acker [kimacker@gmail.com]
Sent: Friday, July 19, 2013 8:51 AM
To: TownCenter
Cc: Jeff Acker
Subject: Farmer's Market

Hi,

I'm in favor of the farmer's market! We're quite impressed by how much the market for offered for as small as it is. We shop at the farmer's market in Palo Alto year long and are thrilled to have a market in town where we can have a place to interact with our PV neighbors.

Kim and Jeff Acker

--

Kim Acker
cell 650.269.2888
home 650.683.3000
<http://www.linkedin.com/in/kimmarinucciacker>

Sharon Hanlon

From: Paul Cushman [cushmansf@yahoo.com]
Sent: Thursday, July 18, 2013 8:29 PM
To: TownCenter
Subject: LOVE the market HATE the jazz

Today was great, the best yet (food trucks etc) but that god awful indulgent loud shite they called music was an assault to the senses.

Paul
Fat fingers, thin iPhone = typos

Sharon Hanlon

From: Phyllis Knudsen [pknudsen@stanford.edu]
Sent: Friday, July 19, 2013 8:25 AM
To: TownCenter
Subject: yes on farmers market

Hi,

I will not be able to attend the town council meeting but I wanted to let you know that I think the farmers market is a great addition to our town. I really enjoy having venues that bring our town together where we can talk with our neighbors. Also, it saves me from having to drive all the way into Menlo Park on Sunday to buy my fruits and vegetables. I hope the market stays and I would like to see it expand.

Thank you.

Phyllis Knudsen

Sharon Hanlon

Subject: Farmers Market

From: Carrie Davis [carriebdavis@sbcglobal.net]
Sent: Thursday, July 18, 2013 9:31 PM
To: Brandi de Garneau
Subject: Farmers Market

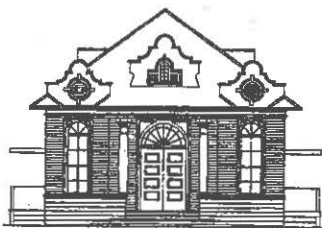
I am writing to express my sincere appreciation for the Farmers Market in Portola Valley. I love it! My two daughters love it! We think it is the best event going in Portola Valley! Please ensure it continues.

The merchants are wonderful! They are super friendly and inviting. They are wonderful extensions of the PV community.

I live on Wyndham Drive. Initially I worried about the traffic and overflow parking related to the Farmers Market. I have not experience a single negative encounter related to the vehicles associated with Farmers Market.

So, please, keep the Farmers Market going. It is absolutely great!

Carrie Davis
311 Wyndham Dr



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Sandy Sloan, Town Attorney

DATE: July 15, 2013

RE: November 2013 General Municipal Election

RECOMMENDATION

Town staff recommends that the Town Council adopt the attached resolution to replace Resolution No. 2602-2013. The ballot question has been revised to be clear that a yes vote is a vote to continue the reduction. In addition, Resolution No. 2602-2013 did not contain language requesting the County to print the full text of the ordinance in the Voter Information Pamphlet. The attached resolution includes the revised ballot question and the previously omitted language.

DISCUSSION

In 2006, the voters approved a reduction in the Utility Users Tax ("UUT") levied on telephone, gas, water and electricity from 5.5 percent to 4.5 percent until June 30, 2010. In 2009, the voters approved a measure to maintain the reduction for another four years. On June 30, 2014, the UUT will revert to 5.5 percent. The attached resolution will present a measure to the voters to maintain the reduction for another four years until June 20, 2018.

Attachments:

- A. Resolution of the Town Council of the Town of Portola Valley Giving Notice of the Holding of a General Municipal Election to be Held on November 5, 2013 for the Purpose of Submitting to the Voters of the Town of Portola Valley a Ballot Measure Authorizing the Extension of the Reduction in Utility Users Tax

RESOLUTION NO. _____ - 2013

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY REPLACING THE RESOLUTION GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2013, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE TOWN OF PORTOLA VALLEY A BALLOT MEASURE AUTHORIZING THE EXTENSION OF THE REDUCTION IN THE UTILITY USERS TAX

WHEREAS, the Town of Portola Valley ("Town") called and will be conducting a general municipal election to be held on Tuesday, November 5, 2013;

WHEREAS, in 2006, the voters of the Town voted to temporarily reduce the Utility Users Tax ("UUT") levied on telephone, gas, water and electricity, set forth in Chapter 3.32 of the Portola Valley Municipal Code, from 5.5 percent to 4.5 percent until June 30, 2010;

WHEREAS, in 2009, the voters of the Town voted to extend the temporary reduction in the UUT for another four years until June 30, 2014;

WHEREAS, it was anticipated in 2009 that on June 30, 2014, the UUT would revert back to 5.5 percent;

WHEREAS, the Town desires to submit to the voters of the Town a ballot measure to authorize the extension of the reduced 4.5 percent UUT for another four years; and

WHEREAS, on June 26, 2013, the Town Council approved Resolution No. 2602-2013 and that Resolution needs to be updated to include language requesting the County to print the full text of the ordinance in the Voter Information Pamphlet; and

WHEREAS, pursuant to the Town Council's direction, the Resolution also needs to be updated to revise the wording of the ballot measure to clarify that the UUT will continue to be reduced from 5.5 percent to 4.5 percent.

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

1. A general municipal election is hereby ordered to be held in the Town of Portola Valley, State of California, on Tuesday, November 5, 2013, for the purpose of submitting to the qualified voters of the Town the following ballot measure, sponsored by the Town Council pursuant to Section 9222 of the Elections Code:

Do the People of the Town of Portola Valley adopt an ordinance that continues the reduction of the general purpose Utility Users Tax levied on telephone, gas, water and electricity, set forth in Chapter 3.32 of the Portola Valley Municipal Code, from 5.5% to 4.5% on the charges made for such utility services for a period of four years from July 1, 2014 through June 30, 2018?	YES
	NO

2. The full text of the ordinance to be adopted if the ballot measure set forth in Section 2 above is approved by the voters is attached hereto as Exhibit A and shall appear in the Voter Information Pamphlet.

3. If, at the election, the ballot measure set forth in Section 1 above is approved by the voters, Chapter 3.32 [Telephone, Gas, Water and Electricity Users' Tax] of the Portola Valley Municipal Code shall be amended as set forth in the ordinance attached hereto as Exhibit A. Pursuant to Election Code Section 9223, the Town Clerk of the Town of Portola Valley shall cause the attached ordinance to be printed and shall make a copy of the ordinance for any voter upon request.

4. Pursuant to Elections Code Section 10400, the general municipal election is hereby ordered consolidated with the election conducted by the County of San Mateo, which will be held on Tuesday, November 5, 2013. The elections hereby consolidated shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

5. Pursuant to Elections Code Section 10403, the Town Council hereby requests the Board of Supervisors of the County of San Mateo to make available the services of the Registrar of Voters for the purpose of providing the usual services necessary to conduct a consolidated municipal election, including the provision of elections supplies and voters' pamphlets. The Town Council recognizes that additional costs may be incurred by the County by reason of these services and agrees to reimburse the County for these costs.

6. The election on this measure shall be held, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, the returns made, and a result ascertained and determined, and all other proceedings conducted in connection with the election, under the regulations of the Registrar of Voters of the County of San Mateo, in accordance with the provisions of the law governing municipal elections in general law cities.

7. Ballots for said election shall be provided in the form and to the number provided by law. On said ballots, in addition to any other printed matter which may be required by law, two voting spaces shall be set off to the right of the ballot measure, in the manner provided by law, one having the word "YES" printed before it and the other having the word "NO" printed before it.

8. Direct arguments for and against the measure shall not exceed 300 words, shall be filed with the Town Clerk no later than 5:00 p.m. on Friday, August 16, 2013, and shall otherwise be in accordance with Section 9280 et. seq. of the Elections Code.

9. The Town Attorney shall be directed to provide an impartial analysis of this measure in accordance with Elections Code Section 9280 and to submit that to the Town Clerk for transmittal to the Registrar of Voters no later than 5:00 p.m. on Monday, August 26, 2013.

10. Rebuttal arguments are permitted in accordance with Sections 9220 and 9285 of the Elections Code. Rebuttal arguments shall not exceed 250 words and shall be filed with the Town Clerk no later than 5:00 p.m. on Monday, August 26, 2013.

11. The Town Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies and equipment that may be necessary in order to properly and lawfully conduct the election. Specifically, at least one week prior to the election, the Town Clerk shall cause copies of a Notice of General Municipal Election to be posted in three public places in the Town of Portola Valley and shall cause a copy of the Notice to be published once in the Almanac, a newspaper of general circulation.

12. If, at the election, a majority of the votes cast on the measure are in favor of the measure, then the measure shall be deemed to have been accepted and approved by the voters upon the date that the vote is declared by the Town Council and shall go into effect 10 days after that date, pursuant to Section 9217 of the Elections Code.

13. This Resolution hereby supercedes and replaces Resolution No. 2602-2013 approved on June 26, 2013.

PASSED AND ADOPTED this ____ day of July 2013.

By: _____
Mayor

ATTEST:

Town Clerk

Exhibit A

ORIDINANCE NO. 2013-_____

ORDINANCE OF THE TOWN OF PORTOLA VALLEY AMENDING SECTION 3.32.075 [REDUCTION IN GENERAL TAX] OF CHAPTER 3.32 [TELEPHONE, GAS, WATER AND ELECTRICITY USERS TAX] OF TITLE 3 [REVENUE AND FINANCE] OF THE PORTOLA VALLEY MUNICIPAL CODE

WHEREAS, the citizens of the Town of Portola Valley wish to maintain the reduced 4.5 percent Utility User Tax imposed on all users of telecommunications, gas, water and electricity for an additional four years.

NOW, THEREFORE, the citizens of the Town of Portola Valley do **ORDAIN** as follows:

1. Amendment of Code. Section 3.32.075 [Reduction in General Tax] of Chapter 3.32 [Telephone, Gas, Water and Electricity Users' Tax] of Title 3 [Revenue and Finance] of the Portola Valley Municipal Code is hereby amended to read as follows:

3.32.075 Reduction in General Tax

The five and one-half percent taxes imposed on telephone users set forth in Section 3.32.040, electricity users set forth in Section 3.32.050, gas users set forth in Section 3.32.060, and water users set forth in Section 3.32.070 are each reduced to four and one-half percent for a period of four years from July 1, 2014 through June 30, 2018.

2. Environmental Review. This ordinance is not a project for the purpose of the California Environmental Quality Act.

3. Effective Date; Posting. The effective date of this ordinance shall be 10 days after the date the Town Council declares the results of the election at which the ballot measure regarding this ordinance is adopted by a majority vote of the electors voting on the measure.

Effective Date: _____, 2013

ATTEST AS TO DATE:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

#11

There are no written materials for this agenda item.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Nick Pegueros, Town Manager

DATE: July 24, 2013

RE: **Cable & Utilities Undergrounding Committee Recommendation for a Dedicated Revenue Source to Provide for Undergrounding Projects**

Attached please find a report from the Cable and Utilities Undergrounding Committee in which the Committee proposes that the Town ask voters to “carve out a significant portion of the currently authorized 5.5% UUT to finance the undergrounding of above ground utility wires in the town”.

In light of the legal definition of a “general tax”, staff recommends against the proposal to earmark/dedicate/restrict any portion of the general purpose UUT (a general tax) for undergrounding projects. As an alternative to the Committee’s proposal, the Town Council could seek voter approval of a new special tax for undergrounding utility wires.

ATTACHMENT

1. Utility Tax Renewal and Undergrounding of Overhead Utility Wires memo dated July 11, 2013

To: Portola Valley Town Council
From: The Cable and Utilities Undergrounding Committee
Date: July 11, 2013

Subject: Utility Tax Renewal and Undergrounding of Overhead Utility Wires

Background

A utility users tax (UUT) of 6.5% was initiated in Portola Valley in 1985 and has been renewed/adjusted in general elections every four years since then. In 1993, the UUT was reduced to 5.5%. In 1997 a second UUT of 2% was adopted to fund open space acquisition. Currently, the utility tax consists of two distinct assessments: a tax of 2.0% (approx. \$250,000/yr) to fund open space, and a tax of 4.5% (approx. \$550,000/yr) to support the town's general fund. Historically, the 2% tax for open space enjoys significant voter support while the tax for the general fund is somewhat more controversial.

It is believed that collection of the UUT revenues now does not exceed the appropriations limit, and thus it's possible that an election is unnecessary to continue collecting UUT. Furthermore, without voter approval in November 2013, the current reduced level (4.5%) of the general purpose portion of the UUT will revert to the originally authorized level (5.5%) effective June 30, 2014.

The bulk of the town's recurring revenues come from an allocation of property taxes paid to the county by town residents. In 2005 it was discovered that the town should be allocated a full 7% of property taxes. This amounted to an increased payment from the county to the town of more than \$500,000 per year.

Residents of Portola Valley who build new homes or update their existing homes already are required to underground utilities between their home and the nearest utility pole. Despite this burdening of residents, there is no plan to underground utilities that run along the streets of Portola Valley. However, the Portola Valley General Plan does state that "A program should be developed for progressively placing existing overhead lines underground." It goes on to state that undergrounding should begin with the Alpine Road and Portola Road corridors, and established them as Undergrounding District #1. This approach was endorsed in the fall 2005 survey of town residents which demonstrated support for the undergrounding of utility wires, especially along these corridors. The survey, in which 220 residents participated, indicated that undergrounding utilities was important: 51% would pay a tax or bond now, 24% indicated it was nice to have if in budget, and 3% favored payment for it upon sale of their home. Only 11% indicated no interest in undergrounding utilities. Attached are more details of this survey.

Beyond scenic and power criteria, this proposal addresses public safety. In September 2000, we lost one of the town founders in a Portola Road accident due to utility wires. Since we lack an undergrounding plan, PG&E rebuilt the wires exactly as they were before the accident. Fires in the East Bay Hills are a vivid reminder not just of how power lines can start fires but also how pumps and firefighting are improved by keeping the power grid running during a fire.

Undergrounding of utilities is an expensive proposition. However, it is not an all or nothing proposition. The work can be funded in whatever sized bites that can be afforded. In 2012, PG&E estimated that to underground a 785 foot section of Alpine Road would cost less than \$400,000. If this section of Alpine Road is typical, the cost for a 'typical' project would be greater than \$2.5 million per mile. Undergrounding District #1 consists of approximately four miles of above ground utilities. The cost to complete the entire district could be as much as \$10 million. A small portion of PG&E customers' payments go to so-called 20A funds, which cities can use to underground utilities. In the past, Portola Valley has used these funds to underground at least three areas of Portola and Alpine Roads: an area between Ladera Shopping Center and Westridge, Nathorst Triangle, and the area in front of Windy Hill. The 20A funds currently allocated for use in Portola Valley are approximately \$410,000 and about \$15,000 are added to the allocation each year. At this rate, it will take over six centuries to complete Undergrounding District #1 - assuming no cost inflation.

Proposal

The only thing preventing Portola Valley from realizing its plan to underground overhead lines has been identifying a source of funds. Fortunately, the 2005 county property tax re-allocation provides the resources to address this problem without the need for any new taxes from town residents.

We propose that the Town ask voters to carve out a significant portion of the currently authorized 5.5% UUT (which benefits the general fund) to finance the undergrounding of above ground utility wires in the town. In effect, this would fund the undergrounding of utility wires in a similar manner as is currently used to acquire open space. We believe that undergrounding of utility wires will enjoy an equal level of support as does the current 2% tax used for open space. While it will take a couple decades or more to accumulate the funds necessary to complete all of Undergrounding District #1, some portion of the work could be completed annually or perhaps bi-annually.

The Cable and Undergrounding Committee has developed a map (attached) that defines the scope of the work to complete Undergrounding District #1.

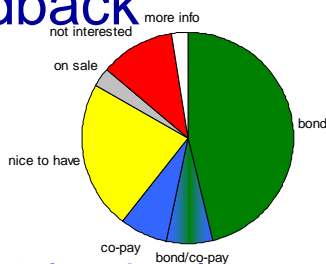
Cable Survey 2005

- Agenda
 - Cable satisfaction
 - Undergrounding and other findings
- Breadth
 - Ran in Fall 2005 Town Post
 - 220 responses ~ 1 / 7 of town households
- Setting
 - Comcast rebuilt in Jan 2004 with cable modems
 - Cable franchise renewal

Undergrounding

• Strong, energetic feedback

- | | | |
|-----------|---------------------------|---|
| 112 = 51% | would pay tax/bond now | ■ |
| 30 = 14% | co-pay by neighborhood | ■ |
| 52 = 24% | nice to have if in budget | ■ |
| 6 = 3% | on home sale | ■ |
| 24 = 11% | not interested | ■ |
| 5 = 2% | Other: more info needed | □ |



Tallies to more than 220: 15 bond/co-pay, 4 nice to have / pay
Comments are most telling

• What are priority places?

- | | | |
|-----------|----------------------|----------------------|
| 119 = 54% | scenic corridor | Alpine/Portola Roads |
| 64 = 29% | major roads | Westridge |
| 34 = 15% | community center | |
| 86 = 39% | residential streets | |
| 46 = 21% | in front of my house | |

Portola Valley Cable & Utilities Undergrounding Survey - 2005

Portola Valley's Cable & Utilities Undergrounding Committee is renewing the Town's cable TV franchise with Comcast. We also intervene on residents' service complaints. You're always welcome to join us at the meetings, either as a participant or new committee member: 2nd Mondays of each month at 8:30 am at the Old Schoolhouse.

We're conducting this survey to understand your cable and Internet needs & to identify topics of community importance. We will present the results in the next Town newsletter.

When you've completed this survey, please fold and mail it back to Town Hall.

We respect and safeguard your privacy! Surveys will **not** be used to identify any individual responses. This survey is a Town project and not run by any marketing organization.

Thank you for your participation and comments!

5. Utility Undergrounding

In 2004, the committee began looking into utility undergrounding, an expensive process underway in other towns with dividends in property value & view, fewer blackouts, wildfire safety & less pruning and finally, public safety. An example of the lattermost was the tragedy on Portola Road in September 2000 where wires and poles killed a town founder. Cost is estimated at \$1 million per mile. As a bond it might cost a few dollars per year per house for each mile. One can view the results in front of Windy Hill, Nathorst or in some neighborhoods such as the Ranch.

How important is undergrounding utilities to you?

112 = 51% would pay tax/bond now 6=3% on home sale
 30 = 14% co-pay by neighborhood 24 = 11% not interested
 52 = 24% nice to have if in budget 5 = 2% Other

What should be the priority places for undergrounding?

119 = 54% scenic corridor Alpine 86 = 39% residential streets
 64 = 29% major roads. Westridge 46 = 21% in front of my house
 34 = 15% community centers - Other _____

Sample I would pay this tax/bond now we could also tie this in with PG&E and phone overhead lines
Comments This is a neighborhood issue - should be decided / paid for by neighborhood
 Right on!
 Please give this a high Priority thank you
 Blocks that have been without power during blackouts for the longest periods of time & the main lines that feed them
 All utilities should be undergrounded or wireless, no telephone poles one hopes that if a pole rots, the cable will
 be put underground instead of replacing the pole
 A nice to have we cannot afford
 This would be subject of a big debate
 Would rather have bond for new town center!
 The current overhead wires and poles are a real detraction from the natural beauty of the Westridge neighborhoods.
 This only makes sense if we bury all wires: power, telephone and cable. Then it's a good idea worth paying for.
 I always dislike new tax measures, but I would pay for undergrounding utilities. Please pursue!
 We already have underground utilities. It adds to the public safety as well as to the beauty of the town.
 I feel undergrounding utilities to be very desirable, I hope that others feel this way in order that it may be
 possible to get this done
 Consider cost/benefit ratios carefully. Other projects may be more valuable
 I support undergrounding by most cost effective means possible (not one house at a time)
 With cable and all, the utility pole in my back yard looks horrible and overloaded
 Long overdue Most areas look like tenement districts Also safety factor.
 I was on the underground committee many years ago when Nathorst was done would go slowly, not priority for town
 Get rid of the squirrel tents on phone cables Have town own the ductwork and access holes
 Because I own property in Oakland Hills, I have felt strongly that we need undergrounding in PV *NOW
 Best to just get the whole project done
 This is a very high priority for us!
 Think this a low priority issue!
 Great idea! It's so "unnatural" to see trees cut to accommodate wires. This change would enhance the "rural" scene.
 Already undergrounded lots should not have to pay. Rest of town should not subsidize Westridge. Undergrounding
 should *not* be a condition to a building permit.
 All ASAP - we should be undergrounding sections.
 This is a better expenditure in terms of real benefits to residents than is the proposed town center!
 I had to do it to my house and nothing visible from here now. Seeing poles and wires when I drive is not a problem.
 Portola Road & Alpine MUST be undergrounded ASAP - followed by Westridge with neighborhood co-pay
 Would greatly improve the beauty of PV; would surely increase property values.
 Negative to underground our section Grove Drive is underground. We get outages due to water entering
 system + very expensive to upgrade service to more amps - can't just string a new line
 Total length of PV road = ~35 miles hence \$35million over 20 years @3% interest = ~\$1600 1st year cost .
 Looks great but does not minimize blackouts until most of the system is underground
 Stop being spoiled. Life is just fine here. We don't need to make up ways to spend money!! If you want to
 spend money, give it to a charity or me!!





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TOWN COUNCIL WEEKLY DIGEST

Friday – June 28, 2013

1. Agenda (Action) – ASCC – Monday, June 24, 2013
2. Agenda (Action) – Town Council - June 26, 2013
3. Agenda (Cancellation) – Bicycle, Pedestrian & Traffic Safety Committee, Wednesday, July 3, 2013
4. Agenda (Cancellation) – Planning Commission – Wednesday, July 3, 2013
5. Agenda (Cancellation) – ASCC – Monday, July 8, 2013
6. Planning Commission Attendance Summary: April – June 2013
7. ASCC Attendance Summary: April – June 2013
8. Email from resident, Lynn Jacobson, re: Clarification on purpose of farmers Market, specifically
9. Memo from C/CAG – Public Opinion Phone Survey for Potential Stormwater Funding Initiative
10. Memo from Nick Pegueros, Town Manager re: Article regarding pension contributions
11. Monthly Meeting Schedule – July 2013
12. Sheriff's Memo – July 2013
13. Notice of Closure for Town Hall - July 4th and July 5th in Observance of Independence Day
14. Memo from Nick Pegueros, Town Manager re: Weekly Update – June 28, 2013

Attached Separates (Council Only)

1. Letter from Michael Guingona, City of Daly City Councilmember re: Request for support of draft ordinance supporting smoke free multi-unit housing



TOWN OF PORTOLA VALLEY
 ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
 Monday, June 24, 2013
 7:30 PM – Regular ASCC Meeting
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028

ACTION

7:30 PM - REGULAR AGENDA*

1. Call to Order: 7:30 p.m.
2. Roll Call: Breen, Clark, Hughes, Koch, Ross (**Koch Absent. Also present: Karen Kristiansson Principal Planner; Carol Borck Assistant Planner; Nate McKitterick Planning Commission Liaison; Maryann Derwin Town Council Liaison**)
3. Oral Communications: **None.**

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

4. New Business:
 - a. Architectural Review for Residential Addition and Remodeling, 45 Prado Court, Setlur **Project approved (3-0, Clark recused) subject to conditions to be met to the satisfaction of a designated ASCC member prior to building permit issuance.**
 - b. Architectural Review for Residential Addition and Remodeling, 155 Portola Road, Christie **Project approved (4-0) subject to conditions to be met to Planning staff prior to building permit issuance.**
5. a. Commission and Staff Reports
**Breen - updated Commission on Planning Commission meeting discussing the Portola Road Corridor Plan – Kristiansson clarified the process leading up to a joint Town Council/Planning Commission study session
 Breen – update on tree removals at 451 Portola Road – staff directed to continue with follow-up**
6. Approval of Minutes: June 10, 2013 **Approved as corrected.**
7. Adjournment **8:15 p.m.**

*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.



TOWN OF PORTOLA VALLEY

7:30 PM – Regular Meeting of the Town Council
 Wednesday, June 26, 2013
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028

ACTION AGENDA

7:30 PM – CALL TO ORDER AND ROLL CALL

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

All Present

ORAL COMMUNICATIONS

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

Victor Schachter, Golden Hills Drive, who spearheaded a group of residents concerned about increased aircraft noise in Town reported that 183 flights flew over Portola Valley under 10,000 feet in less than a 24 hour period on Memorial Day. Mr. Schachter reported that his group will continue to press on with a political initiative with Congresswoman Eshoo's office, a representative from Congresswoman Speier's office, and hopefully Senator Feinstein. The group hopes to go live soon with a webpage where the community and political figures can log on and view materials.

CONSENT AGENDA

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

(1) **Approval of Minutes** – Regular Town Council Meeting of June 12, 2013

Approved as Amended 5-0

(2) **Approval of Warrant List** – June 26, 2013

(3) **Recommendation by Administrative Services Manager** - Approval of Investment Policy

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Adopting Town Investment Policy (Resolution No. 2596-2013)

(4) **Recommendation by Administrative Services Manager** - Approval of 2013-2014 Appropriations Limit

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Determining and Establishing the Appropriations Limit for 2013-2014 (Resolution No. 2597-2013)

(5) **Recommendation by Administrative Services Officer** – 2013/2014 Woodside Highlands and Wayside II Road Maintenance District Tax Assessments

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the San Mateo County Controller to Apply the Special Tax for the Woodside Highlands Road Maintenance District to the 2012-13 Tax Roll and to collect the Tax at the same time as General County Taxes (Resolution No. 2598-2013)

(b) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the San Mateo County Controller to Apply the Special Tax for the Wayside II Road Maintenance District to the 2013-14 Tax Roll and to Collect the Tax at the same time as the General County Taxes (Resolution No. 2599-2013)

Items 2 – 5, Approved 5-0

REGULAR AGENDA

PUBLIC HEARING

(6) **PUBLIC HEARING** – Adoption of the Fiscal Year 2013-2014 Budget

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Adopting the Operating and Capital Budgets for Fiscal Year 2013-2014 (Resolution No. 2600-2013)

2013-2014 Fiscal Year Budget, Approved 5-0

(7) **Recommendation by Town Clerk** – Calling of the 2013 Election and Giving Notice of an Election to Extend The Current Reduction in the Utility Users Tax

- (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Calling and Giving Notice of the Holding of a General Municipal Election to be Held on November 5, 2013, for the Purpose of Electing Three Members to the Town Council (Resolution No. 2601-2013)

Approved 5-0

- (b) Adoption of a Resolution of the Town Council of the Town of Portola Valley Giving Notice of the Holding of a General Municipal Election to be Held on November 5, 2013, for the Purpose of Submitting to the Voters of the Town of Portola Valley a Ballot Measure Authorizing the Extension of the Reduction in the Utility Users Tax (Resolution No. 2602-2013)

Approved 5-0

Council directed staff to educate residents to the history of the Utility Users Tax

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

(8) **Request from the Nature & Science Committee** – Proposed Nature Center at the MROSD's Hawthorns Site

Mayor Richards, as Council liaison to MROSD, will speak with MROSD about the proposed project

(9) **Recommendation by Town Manager** – Proposed Office Closures

Council Approved 5-0

(10) **Reports from Commission and Committee Liaisons**

There are no written materials for this item.

Vice Mayor Wengert – Parks & Recreation Committee discussed the need for softball nets in the outer field during softball season to protect against balls landing in Little People's Park. Committee member, Jon Myers reported he will step down as chair. The Committee reported there are four new people interested to apply to the committee. Airport Roundtable – The meeting focused on what percentage of the flight/noise problems they are able to tackle. It was reported that 95 percent of flights over Portola Valley are not subject to FAA regulation.

Councilmember Aalfs – Nature & Science Committee discussed the possibility of a Nature Center at the Hawthorns Site. Planning Commission reviewed the report from the Portola Road Corridor Task Force. Next step would be to hold a joint Town Council / Planning Commission meeting to review the report jointly.

Councilmember Derwin – Sustainability Committee discussed fire safe vents for the home and where to purchase. Looked at the Climate Action Plan template and found the Town is already doing sixteen of the eighteen measures. The two additional measures they will look into are a proposed voluntary residential energy disclosure when selling a home and a transportation measure. ASCC met and reviewed two new remodels. HEART Board discussed new project called "Opening More Doors" that is looking to raise over two hundred million dollars in the next ten years.

Mayor Richards – Cultural Arts Committee recapped the art walk held at last week's Farmer's Market, possible locations for this year's Holiday Fair and children's painted tiles that may go back to the school.

Emergency Services Council discussed the failure to receive necessary Form 700's.

The Bay Area Urban Shield has a regional approach to the prevention, protection, response and recovery efforts associated with terrorism and disasters. Next month they will dispatch thirty-six swat teams throughout the bay area. Conservation Committee discussed the rotting oak tree that is located in the Schoolhouse parking lot, next to Portola Road.

WRITTEN COMMUNICATIONS

(11) **Town Council Weekly Digest** – June 13, 2013

None

(12) **Town Council Weekly Digest** – June 21, 2013

None

ADJOURN TO CLOSED SESSION: 9:10 pm

(13) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code Section 54957
Title – Town Manager

REPORT OUT OF CLOSED SESSION: No Reportable Action

ADJOURNMENT: 9:40 pm

ASSISTANCE FOR PEOPLE WITH DISABILITIES

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

AVAILABILITY OF INFORMATION

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

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

PUBLIC HEARINGS

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

3



TOWN OF PORTOLA VALLEY
Bicycle, Pedestrian and Traffic Safety
Committee
Wednesday, July 3, 2013 – 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

BICYCLE, PEDESTRIAN AND TRAFFIC SAFETY COMMITTEE

NOTICE OF MEETING CANCELLATION

Wednesday, July 3, 2013

The Bicycle, Pedestrian and Traffic Safety Committee regularly scheduled meeting for Wednesday, July 3, 2013 has been cancelled. A special meeting is scheduled for Wednesday, July 17, 2013, 8:15 am in the Historic Schoolhouse.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Planning Commission
FROM: CheyAnne Brown, Planning Technician
DATE: June 27, 2013
RE: Cancellation of Planning Commission Meeting

The Regular Meeting of the Planning Commission scheduled for Wednesday, July 3, 2013 has been cancelled. The next regular meeting of the Planning Commission is scheduled for Wednesday, July 17, 2013 at 7:30 p.m.

cc: Town Manager
Town Council
Town Planner
The Almanac
Barbara Templeton

This Notice is posted in compliance with Section 54955 of the Government Code of the State of California.

Date: June 27, 2013

CheyAnne Brown
Planning Technician



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Architectural Site and Control Commission
FROM: CheyAnne Brown, Planning Technician
DATE: June 27, 2013
RE: Cancellation of ASCC Meeting

The Regular Meeting of the ASCC scheduled for Monday, July 8, 2013 is cancelled. The next regular meeting of the ASCC is scheduled for Monday, July 22, 2013 at 7:30 p.m.

CC: Town Manager
Town Council
Town Planner
The Almanac

This Notice is posted in compliance with Section 54955 of the Government Code of the State of California.

Date: June 27, 2013

CheyAnne Brown
Planning Technician

6

PC ATTENDANCE SUMMARY
APRIL - JUNE 2013

DATE	COMMISSIONERS				
	Gilbert	McIntosh	McKitterick	Targ	Von Feldt
4/3/2013	x	a	a	x	x
Recuse					
4/17/2013	x	x	x	x	x
Recuse					
5/1/2013	x	x	a	x	x
Recuse					
5/15/2013	x	x	x	x	x
Recuse					
6/5/2013					
Recuse					
6/19/2013	x	a	x	x	x
Recuse					

TOTALS

Meetings During					
Qtr	5	5	5	5	5
Absent	0	2	2	0	0
Items Recused	0	0	0	0	0
Meetings to					
Date	9	9	9	9	9
Absences to					
Date	0	2	2	1	0
Recusals to Date	0	0	0	0	0

ASCC ATTENDANCE SUMMARY
APRIL - JUNE 2013

DATE	COMMISSIONERS				
	Breen	Clark	Hughes	Koch	Ross
4/8/2013	x	x	x	x	a
Recuse					
4/22/2013	x	x	x	x	x
Recuse					
5/13/2013	x	x	x	x	x
Recuse	1				1
5/29/2013	x	x	x	x	a
Recuse		1			
6/10/2013	x	x	x	x	x
Recuse					
6/24/2013	x	x	x	a	x
Recuse		1			

TOTALS

Meetings During					
Qtr	6	6	6	6	6
Absent	0	0	0	1	2
Items Recused	1	2	0	0	1
Meetings to					
Date	12	12	12	12	12
Absences to					
Date	0	0	1	2	2
Recusals to Date	2	4	1	1	1

From: Lynn B Jacobson [banana-ben@comcast.net]
Sent: Tuesday, June 25, 2013 2:39 PM
To: Sharon Hanlon; Country Almanac
Subject: FOR The Town Council

>>> Am seeking some clarification of the purpose of the Farmers Market that I visited June 20th in Portola Valley. At the town meeting to discuss and vote on it for a trial period, most of the speakers addressed providing local produce, especially to encourage healthy eating habits for our children. Instead we found the term "LOCAL" applying to Novato for pastry, Stockton for exotic butters, Salinas for strawberries, Hayward for jams, Pescadero for meats, San Francisco for seafood, Half Moon Bay for scarfs, Redwood City for coffee, La Honda for candy, and Skyline Blvd. for jewelry. I fail to see how any of these relate to our children's more healthy life style, are LOCAL or educational for our kids in our RURAL community. Except for a couple of local growers like The Webb & Jelich Ranches, all I can ascertain is that most of the merchandise offered are there for personal financial gain, encroaching upon, rather than enriching the quality of life in our town. I really wish someone would define LOCAL PRODUCE which was repeated multiple times at the P.V. meeting as the purpose of this Farmers Market. Respectfully Yours Lynn Lane Jacobson,
>>

C/CAG
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park • Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside

MEMORANDUM

TO: City/Town/County Managers

CC: Stormwater Committee Representatives

FROM: Sandy Wong, Executive Director

RE: Public Opinion Phone Survey for Potential Stormwater Funding Initiative

C/CAG has retained a consultant team led by SCI Consulting Group to evaluate viability of a potential countywide funding initiative to generate additional revenue for C/CAG and its member agencies for stormwater compliance activities. The consultant team is beginning the public opinion research phase of the evaluation, which will include both phone and mailed surveys to county residents and property owners. True North Research will be conducting the initial phone survey, starting the last week of June. The survey will measure San Mateo County residents' awareness and opinions about water pollution prevention efforts in their communities. Local residents will be asked a variety of questions related to urban runoff, clean water, and pollutant reduction, as well as their willingness to support a local fee for improved water quality. True North plans to complete a total of 800 phone surveys typically lasting about 12 minutes each, interviewing registered voters throughout the County. The responses will help shape a subsequent mail-out survey effort in September as well as provide valuable information about the current level of knowledge and support among residents regarding pollution prevention issues and help C/CAG and its consultant team plan future actions.

Local residents may call their local government agencies with questions about the survey. While these calls are typically rare, C/CAG wants to ensure local agency staffs are aware that the surveys are being conducted and where to get further information. If you or your residents have further questions or comments, feel free to contact me (650-599-1409 or slwong@smcgov.org) or Matt Fabry on my staff (650-599-1419 or mfabry@smcgov.org), or SCI Consulting Group (800-273-5167).

Nick Pegueros

From: Nick Pegueros
Sent: Monday, June 24, 2013 5:38 PM
To: John Richards (JRichards@portolavalley.net); Ann Wengert (AWengert@portolavalley.net); Jeff Aalfs (JAalfs@portolavalley.net); Maryann Derwin (mderwin@portolavalley.net); Ted Driscoll (tdriscoll@portolavalley.net)
Cc: Sandy Sloan (ss@jsmf.com)
Subject: Article regarding pension contributions

Good afternoon,

As I mentioned at the Council meeting last week, the Town pays both the employer and employee contributions to CalPERS for legacy employees. The issue of the employer paying 100% of the pension costs for employees is the subject of an article in today's Mercury News and Portola Valley is listed as "lavishing" its employees with such benefits. http://www.mercurynews.com/politics-government/ci_23516733/you-pay-this-little-known-perk-pension-pickup

For point of reference, I compared compensation for two position with Woodside and LAH using data pulled from the Mercury's 2012 Public Employee Salaries Database. As you can see, the town's salaries are significantly lower than the comparative towns. While comparing with other towns/cities is controversial, it is important to note that we compete with LAH, Woodside and others for qualified employees. I would think that LAH's salaries are closer to market and that PV and Woodside represent the extremes on both ends.

	Public Works Director	Town Clerk	Pension benefit	Employee Contribution
Portola Valley	\$144,861	\$74,330	2.0% @ 55	0%
Los Altos Hills	155,028	84,715	2.0% @ 55	1%
Woodside	196,042	117,444	2.5% @ 55	2%

I will talk with the Mayor and Vice Mayor about putting a discussion of this item on the agenda for July 24th.

Have a good evening,
Nick

'Pension pickup': Bay Area taxpayers foot the bill for little-known perk

By Thomas Peele and Daniel Willis Mercury News © Copyright 2013, Bay Area News Group San Jose Mercury News

Posted:

MercuryNews.com

To understand the hidden costs of one of California's sweetest public employee perks, feast your eyes on Exhibit A: Alameda County's top-paid public official, Susan Muranishi.

Not only did the county administrator rack up \$462,000 in gross pay last year, and not only did taxpayers contribute an additional \$118,000 to her retirement plan, they also picked up the bill for something Muranishi was supposed to pay: the \$43,000 "employee" contribution to her pension.

It's called the "pension pickup" -- and like a rich uncle picking up the tab at a big family dinner, Bay Area taxpayers footed the bill for more than \$221 million last year for the employee share of 63,000 public workers' pension contributions. The practice undermines retirement rules that were designed to force employees to share the burden for their pensions.

Muranishi was the Bay Area's biggest beneficiary of the little-known, lucrative benefit that most taxpayers don't know exists. But at least 28 other Bay Area public employees received pickups of more than \$20,000 last year.

"Wow, that's real money," said Ralph Kanz, an Alameda County activist and former chairman of Oakland's Public Ethics Commission. "The system has gotten twisted up from what it was meant to be."

A new analysis of the Bay Area News Group's latest collection of government compensation data revealed that at least 117 public agencies from as far south as Gilroy to as far north as Cloverdale picked up a portion of their employees' retirement contributions in 2012 -- a growing concern as governments scramble to find ways to control runaway pension costs.

'Out of whack'

This often hush-hush benefit negotiated during rosier economic times can put thousands of extra dollars in public employees' paychecks by relieving them of costly payroll deductions. But the practice can get so expensive for local governments that last year state lawmakers banned agencies that belong to the giant California Public Employees Retirement System from offering pickups to anyone hired after Jan. 1, 2013. Reforms led by Gov. Jerry Brown are designed to get workers to pay a higher share of their retirement costs. The state retirement system for teachers has never allowed the practice.

That hasn't stopped agencies such as BART, the Association of Bay Area Governments and towns such as Portola Valley, Scotts Valley and Hollister from lavishing more than 99 percent of their employees with pension pickups of 100 percent. Last year, BART spent \$17 million covering what employees were supposed to be contributing to their pensions.

"It's gotten out of whack," said BART's general manager, Grace Crunican, who is pushing in labor negotiations to halt all pickups, even though taxpayers last year picked up \$17,500 of her pension costs. "It's called the 'employee share' for a reason."

The 3,373 BART workers who received pickups last year were among 63,713 government employees in the region who had at least part of their pension share paid on their behalf in 2012, according to the compensation data. That's in addition to what state law already requires governments to pay for each employee as a standard benefit.

The figures are revealed in this newspaper's annual survey of Bay Area public agencies and governments, compiled through the state's Public Records Act as part of an ongoing effort to show taxpayers how their money is spent. The newspaper collected salary and benefit costs for 279,017 public employees at 330 local agencies, accounting for more than \$17.6 billion in government spending on personnel costs in 2012. Readers can search the database at www.mercurynews.com/salaries/bay-area.

A negotiated perk

California's pension systems require all public employees to pay roughly 8 to 10 percent of their gross pay toward their pensions through payroll deductions. Law enforcement officers pay more because they are able to collect full pensions as early as age 50 and receive more generous benefits than other workers.

However, nothing stops unions and managers from negotiating to get the "employee share" of their pension costs picked up as an extra sweetener -- and many do.

"People may think the employees are paying 8 percent. Well, it turns out (some) are not," said Joe Nation, a public policy professor at Stanford University who studies California pensions. "They are paying a smaller amount."

Data show that nearly 6,000 police officers, sheriff's deputies and firefighters received pickups across the region last year, worth an average of about \$5,200.

Still, the data show, some local governments are starting to eliminate the costly perk when contracts are renegotiated. Cash-strapped Oakland cut it last year, slashing \$3.5 million from its personnel costs. Pinole, in Contra Costa County, made a similar move.

Pickups began "as a tumbleweed," said retired labor lawyer Chris Burdick of Marin County, who has written a legal textbook on California pension laws. Unionized employees realized nothing stopped governments from paying an employee's share of pension benefits and began negotiating for it, he said.

"As it began to tumble down the road, it got bigger and bigger," he said. "Everyone knows what everyone else is getting, and they want to get it, too. There's only one good reason to be a public employee, and that's to get the pension."

The number of government workers across the state who receive a pickup remains unknown. CalPERS doesn't track it, said Brad Pacheco, the pension agency's spokesman.

In exclusive company

Santa Clara County dwarfs the rest of the Bay Area in paying the "employee" share of its workers' pension contributions -- kicking in nearly \$72 million last year -- but that comes with a twist: The employees reimbursed the county \$57.5 million of that money. It's called a "reverse pension pickup," a trick that effectively bumps up the size of employees' future pensions without costing the county more in salary.

In Alameda County, less than 25 percent of county employees received the pickup benefit last year, data show. Muranishi's payment was more than five times higher than any other employee's. In fact, the \$43,000 pension contribution topped the gross salaries of 1,861 Alameda County government employees last year, including janitors, clerks and secretaries. Muranishi didn't respond to requests for comment.

She was one of 29 people who received a pickup of more than \$20,000 last year, data show. That list also included San Rafael City Manager Nancy Mackle, Gilroy police Chief Denise Turner and Hayward fire Chief Garrett Contreras.

Turner is just one of 16 people in Gilroy's government who received a pickup last year, a number that included six members of the City Council, who had 100 percent of their pensions paid for.

Mayor Don Gage, a former Santa Clara County supervisor who took office this year and declined city benefits because he is already drawing a government pension, said he was unaware of the perk in city government. "I don't pay too much attention to that," he said.

Gilroy was one of 68 cities in the region that offered a pickup to at least some employees last year. Of those, 17 paid it to all employees in the pension system. Those included Cupertino, Pleasanton and Oakley, which recently ended four years of employee furloughs.

Small agencies

Data show that pickups are more common at small agencies that receive little scrutiny.

Water agencies, sewer providers, irrigation and mosquito abatement districts, even public cemeteries and the Santa-Rosa based California Authority of Racing Fairs, which regulates betting on horse races at county fairs, offered the benefit last year, often at higher rates than at other kinds of agencies.

Of 34 special districts that paid a pickup for all their workers in the pension system, a third of them paid 100 percent of the employees portion, data show.

The West County Wastewater District in Richmond, which serves about 36,000 sewer customers and has a yearly budget of \$20 million, even gave pickups last year of \$1,276.29 each to three part-time elected directors, covering two-thirds of their pension costs.

The district's president, Alfred Granzella, 87, said the district began paying toward a pension, complete with a pickup of his share, when he was first elected 28 years ago, and he has never questioned it. "They provided it at the time and it carried on. I am entitled to it."

All of the district's 56 employees in the pension system receive a pickup ranging from 25 to 100 percent of their shares of pension costs.

All of those promised perks during fatter times now are coming back to haunt governments, which are struggling to cover millions of dollars in obligations for their employees' retirements. As some Bay Area officials are finding, few of the beneficiaries are willing to turn back the clock and pick up the tab themselves.

"Once you are in the club," Nation said, "boy, are you set."

Contact investigative reporter Thomas Peele at tpeele@bayareanewsgroup.com. Follow him at [Twitter.com/thomas_peekle](https://twitter.com/thomas_peekle).

Town of Portola Valley

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

JULY 2013 MEETING SCHEDULE

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

TOWN COUNCIL – 7:30 PM (Meets 2nd & 4th Wednesdays)

Wednesday, July 10, 2013 – **CANCELLED**

Wednesday, July 24, 2013

PLANNING COMMISSION – 7:30 PM (Meets 1st & 3rd Wednesdays)

Council Liaison – Maryann Derwin (for months July, August, September)

Wednesday, July 3, 2013 - **CANCELLED**

Wednesday, July 17, 2013

ARCHITECTURAL & SITE CONTROL COMMISSION - 7:30 PM (Meets 2nd & 4th Mondays)

Council Liaison – Ann Wengert (for months July, August, September)

Monday, July 8, 2013 - **CANCELLED**

Monday, July 22, 2013

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

Council Liaison – Ann Wengert

Wednesday, July 3, 2013 – **CANCELLED**

Wednesday, July 17, 2013 - **SPECIAL**

CABLE TV COMMITTEE – 8:15 AM (Meets 2nd Thursday) alternate odd numbered months

Council Liaison – Ted Driscoll

Thursday, July 11, 2013

COMMUNITY EVENTS COMMITTEE

Council Liaison – Maryann Derwin

As announced

CONSERVATION COMMITTEE – 7:45 PM (Meets 4th Tuesday)

Council Liaison – John Richards

Tuesday, July 23, 2013

CULTURAL ARTS COMMITTEE – (Meets 2nd Thursday of every month)

Council Liaison – John Richards

Thursday, July 11, 2013

EMERGENCY PREPAREDNESS COMMITTEE – 8:00 AM (Meets 2nd Thursday) in the EOC /
Conference Room at Town Hall
Council Liaison – John Richards
Thursday, July 11, 2013

FINANCE COMMITTEE
Council Liaison – Jeff Aalfs
As announced

GEOLOGIC SAFETY COMMITTEE – 7:30 PM
Council Liaison – Ted Driscoll
As announced

HISTORIC RESOURCES COMMITTEE
Council Liaison – Jeff Aalfs
As announced

NATURE AND SCIENCE COMMITTEE – 4:00 PM (Meets 2nd Thursday) alternate even numbered
months
Council Liaison – Jeff Aalfs

OPEN SPACE ACQUISITION ADVISORY COMMITTEE
Council Liaison – Jeff Aalfs

PARKS & RECREATION COMMITTEE – 7:30 PM (Meets 3rd Monday)
Council Liaison – Ann Wengert
Monday, July 15, 2013

PUBLIC WORKS COMMITTEE
Council Liaison – Ted Driscoll
As announced

SUSTAINABILITY COMMITTEE – 3:30 PM (Meets 3rd Monday)
Council Liaison – Maryann Derwin
Monday, July 15, 2013

TEEN COMMITTEE
Council Liaison – Jeff Aalfs
As announced

TRAILS & PATHS COMMITTEE – 8:15 AM (2nd Tuesday of each month, or as needed)
Council Liaison – Ann Wengert
Tuesday, July 9, 2013 – 8:15 AM1



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: San Mateo County Sheriff's Department
FROM: Sharon Hanlon
DATE: June 28, 2013
SUBJ: Town Center Reservations for July 2013

Following is the current schedule of events for the Town Center and surrounding area for July 2013.

July 4 & 5: Town Hall Closed / Independence Day / 8:30 am – 5:00 pm

July 13: Breathe California Charity Bike Ride / Portola & Alpine / 7:00 AM – 3:00 PM



PORTOLA VALLEY TOWN HALL WILL BE CLOSED

Thursday, July 4th &
Friday July 5th, 2013
In observance of Independence Day



In Case of Emergency: Sheriff's Office: 911



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: June 28, 2013
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended June 28, 2013.

- 1. Farmers' Market Success** – Last night's market was another successful event. There was a steady stream of visitors and several of the vendors again sold out. The Town is continuing to host an outreach booth. We are receiving a lot of positive feedback from market visitors as well as having a regular outlet to let residents know about Town programs. The next farmers' market will take place on July 11th as the July 4th event has been cancelled in observance of Independence Day. As expected, the market has not only made new and fresh products available to town residents, but it has also served as a town square for those who want to interact with their neighbors. The market would not be possible without all of the hard work by volunteers Laura Stec and Brook Coffee who have worked closely with Brandi to make the event a success.
- 2. Roadside Tree trimming at Windy Hill** – This week, the project began to improve visibility of the Meadow Preserve through selective trimming and removal of roadside trees at Windy Hill. Work is expected to wrap up in the next few business days. The project was approved by MROSD staff and paid for by the Town.
- 3. Thank you Public Works** – As always Howard and his team have been very busy the last couple weeks of June taking care of last minute maintenance projects before the fiscal year's end including: additional mowing to reduce fire risks, trail repairs, street sweeping, tree removals, and miscellaneous repairs at Town Center. This is on top of the annual street resurfacing project, field maintenance, preparation for the multiple June events at Town Center, and, of course, emergencies like the oak tree in the Historic Schoolhouse parking lot.

TOWN COUNCIL WEEKLY DIGEST

Friday – July 3, 2013

1. Agenda – Trails & Paths Committee – Tuesday, July 9, 2013
2. Agenda – Emergency Preparedness Committee – Thursday, July 11, 2013
3. Agenda – Cable & Utilities Undergrounding Committee – Thursday, July 11, 2013
4. Agenda – Cultural Arts Committee – Thursday, July 11, 2013
5. Arborist Report for the Valley oak in the Schoolhouse parking lot
6. Memo from Nick Pegueros, Town Manager re: Weekly Update – July 3, 2013

Attached Separates (Council Only)

1. None



TOWN OF PORTOLA VALLEY
Trails and Paths Committee
Tuesday, July 9, 2013 - 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of Minutes from June 11, 2013
4. Financial Review and Trail Work
5. Old Business
 - a) Community Hike Report; Discussion of future hikes and events
 - b) Follow up on driveway scoring process discussions
 - c) Follow up on vegetation management along Portola Road Trail and related Subcommittee
 - d) Update on draft Portola Corridor plan comments
6. New Business
 - a) Discussion of signage regarding bicycles on Alpine Road Trail
 - b) Coordination with Open Space Committee on increasing awareness of Open Space and Trails
7. Other Business
8. Adjournment

Enclosures:

Minutes from Regular Meeting of June 11, 2013

Financial Review

Trail work and map – June 2013



TOWN OF PORTOLA VALLEY
Meeting of the
Emergency Preparedness Committee
Thursday, July 11, 2013 - 8:00 AM
EOC / Town Hall Conference Room
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. Call to order
Members: John Boice, Dave Howes, Diana Koin, Anne Kopf-Sill, Ray Rothrock/ Chair, Craig Taylor, Bud Trapp, Stuart Young, and Chris Raanes
Guests: Nick Pegueros/Town Manager, John Richard/Town Council, Dan Ghioso, WFPD Chief, Tim Reed/Sheriff's Office
Absent:
2. Oral communications
3. Review minutes of May meeting
4. Review of Town Picnic activities – Lessons learned
5. Medical Report
 - a) Review activities of May 22 meeting with possible volunteers
 - b) Discuss the role of medical in an emergency, per the charter
 - c) Establish an outline plan
 - d) Discuss Scope of EPC regarding Medical
6. Review plan for portable EOC
7. Review and discuss implantation of TIS AM radio antenna
8. Other Business
9. Adjourn



TOWN OF PORTOLA VALLEY
Cable & Undergrounding Committee
Thursday, July 11, 2013 – 8:15 AM
Historic School House
765 Portola Road, Portola Valley, CA

AGENDA

1. Call meeting to order
2. Minutes: Approval of May 2013 minutes
3. Communications from Members of the Public
4. Old Business
 - PG&E report on status
 - Samcat
5. New Business
 - Discuss possible opportunity to create undergrounding utility fund through Utility User Tax (UUT)
 - Committee charter
 - Measurable Committee objectives for 2013
 - New member application
6. Adjournment:

Next meeting on Thursday, September 12, 2013 at 8:15 am



TOWN OF PORTOLA VALLEY
Cultural Arts Committee
Thursday, July 11, 2013 - 1:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of June minutes
4. Old Business:
 - Summer Concert Series
 - Art walk for summer concerts
 - Holiday Faire
 - Art Preservation projects
 - Art in Action projects
 - Publicity for events
 - PV Newsletter
 - Committee membership
 - Town Picnic report
5. New Business:
 - Attend meeting for the proposed Nature Center at the Hawthorne Estate (MROSD) on August 8 at 4 pm
6. Adjournment

ARBORIST REPORT

Submitted To:

**Town of Portola Valley
Attention: Mr. Howard Young
765 Portola Road
Portola Valley, CA 94028**

Project Location:

**Town Center (Old School)
Portola Valley, CA**

Submitted By:

**McCLENAHAN CONSULTING, LLC
John H. McClenahan
ISA Board Certified Master Arborist, WE-1476B
member, American Society of Consulting Arborists
June 24, 2013
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McClenahan Consulting, LLC

Arboriculturists Since 1911

1 Arastradero Road, Portola Valley, CA 94028-8012

Telephone (650) 326-8781

Fax (650) 854-1267

www.spmcclenahan.com

June 24, 2013

Town of Portola Valley
 Attention: **Mr. Howard Young**
 765 Portola Road
 Portola Valley, CA 94028

RE: **Town Center (Old School)**
Portola Valley, CA

Assignment

As requested, our firm performed an inspection of the valley oak near the street to determine condition and provide recommendations for care.

Summary

The accumulated stress from soil compaction and root loss from utility trenching has contributed to the decline of this tree over the last 40-50 years. Although this is a durable species, environmental stresses have caused its decline. Large dead limbs can break at any time with Portola Road, horse trail, bike path and parking lot as possible targets. Recent pruning to reduce the high dead tops and long cracked limb over the parking lot on June 28, 2013 reduces failure potential but does not eliminate risk. Due to tree decline and risk of limb failures over high use areas, I recommend removal.

Methodology

In determining Tree Condition several factors have been considered which include:

- Rate of growth over several seasons;
- Structural decays or weaknesses;
- Presence of disease or insects; and
- Life expectancy.

The following guide for interpretation of Tree Condition as related to Life Expectancy is submitted for your information.

0 - 5 Years	=	Poor
5 - 10 Years	=	Poor to Fair
10 - 15 Years	=	Fair
15 - 20 Years	=	Fair to Good
20 + Years	=	Good

Town of Portola Valley
Attention: Mr. Howard Young
Page 2

Tree Description/Observation

#1: Valley oak (*Quercus lobata*)
50.8" DSH (diameter standard height)
Height: 60' Spread: 60'
Condition: Poor
Location: At street and horse trail

Observation: Foliar crown exhibits extensive dieback. The heavy accumulation of water sprouts on the remaining branches is an indication of stress. Our root collar inspection revealed oak root fungus (*Armillaria mellea*) on a large buttress root. Soil compaction from street and parking areas created a long term stress for this tree. In addition, utility trenching over the years likely required cutting roots in the critical root zone. One of the town's tree companies removed a 6-inch limb to verify the large limbs are dead and not damaged by oak moth larvae. A large scaffold limb over the parking lot has old cracks on the side and in the tension wood, creating a high probability for failure.



All written material appearing herein constitutes original and unpublished work of the Arborist and may not be duplicated, used or disclosed without written consent of the Arborist.

Should you have any questions, or if we may be of further assistance in these concerns, kindly contact our office at any time.

Very truly yours,

McCLENAHAN CONSULTING, LLC

By: **John H. McClenahan**
ISA Board Certified Master Arborist, WE-1476B
member, American Society of Consulting Arborists

JHMc: pm



McClenahan Consulting, LLC

Arboriculturists Since 1911

1 Arastradero Road, Portola Valley, CA 94028-8012

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Fax (650) 854-1267

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ARBORIST DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like a medicine, cannot be guaranteed.

Treatment, pruning, and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, landlord-tenant matters, etc. Arborists cannot take such issues into account unless complete and accurate information is given to the arborist. The person hiring the arborist accepts full responsibility for authorizing the recommended treatment or remedial measures.

Trees can be managed, but they cannot be controlled. To live near a tree is to accept some degree of risk. The only way to eliminate all risks is to eliminate all trees.

A handwritten signature in black ink, appearing to read "John H. McClenahan". The signature is fluid and cursive, written over a horizontal line.

Arborist:

John H. McClenahan

Date:

June 24, 2013



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: July 3, 2013
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended July 3, 2013.

- 1. Property Tax Meeting with County** – Sandy and I met with representatives from the County Counsel, the County Controller's offices, and other affected cities to discuss the County's discovery of errors in how it calculates Tax Equity Allocation (TEA) payments (County memo attached). The fiscal impact of correcting the errors is unknown at this time, but based on the number of errors cited by the Controller, staff estimates that the fiscal impact could be significant and may be retroactive to some extent. The Controller's Office representative committed to having final calculations to the TEA cities by the end of July.
- 2. Public Education on the UUT Ballot Measure** – Staff has prepared a press release on the November UUT ballot measure that will be pushed out both electronically and by mail after the July 4th holiday. Additionally, a webpage is under construction that will provide information to those interested in learning more about the UUT and appropriations limit. The press release will be sent out after the webpage is complete.
- 3. Bike Lane Striping on Alpine at 280** – The County has informed Town Staff that striping improvements on Alpine at 280 will commence in August.
- 4. Independence Day Closure** – As approved by the Town Council, Town Hall will be closed on Friday, July 5th. The additional closure is not a paid holiday for staff, but staff is required to either use accrued vacation leave or take the day as unpaid time off. Four employees have elected to take the day as unpaid time off resulting in a 4% savings in the first payroll period of the fiscal year.
- 5. Oak Tree Removed** – The oak tree in the Historic Schoolhouse parking lot, which was found to be a hazard, has been completely removed. The removal took a crew

of three, four workdays to complete. The arborist report on the tree is included in the digest.

6. **Employee Wellness Program on Track** – Eight staff members signed up for a 300-day, 3,000,000 step challenge as part of a new employee wellness program that encourages employees to log 10,000 steps a day. Thirty days into the program, seven of the eight participants are on track to successfully complete the challenge. Employees report feeling more energetic and have experienced measurable improvements in their key health indicators such as blood pressure and BMI.

TOWN COUNCIL WEEKLY DIGEST

Friday – July 12, 2013

1. Agenda (Cancellation) – Sustainability Committee – Monday, July 15, 2013
2. Agenda – Parks & Recreation Committee – Monday, July 15, 2013
3. Agenda (Cancellation) – Bicycle, Pedestrian and Traffic Safety Committee – Wednesday, July 17, 2013
4. Agenda – Planning Commission – Wednesday, July 17, 2013
5. Memo from Nick Pegueros, Town Manager re: Weekly Update – Friday, July 12, 2013
6. Email from Doug Yakei, PIO to the San Francisco International Airport to Nick Pegueros, Town Manager re: Plans to Re-Open Runway 28L – July 10, 2013
7. Notice from the American Red Cross – Response to the Asiana Airlines Flight 214 plane crash and Redwood City Apartment Fire

Attached Separates (Council Only)

1. Labor Newsprint – July 2013



Sustainability Committee
Notice of Cancellation
Monday, July 15, 2013

SUSTAINABILITY COMMITTEE MEETING

NOTICE OF CANCELLATION

Monday, July 15, 2013

The Sustainability Committee meeting regularly scheduled for Monday, July 15, 2013 has been cancelled. The next regularly scheduled meeting will be held on Monday, August 19, 2013 at 3:30 p.m.



**Town of Portola Valley
Parks & Recreation Committee Meeting
Monday, July 15, 2013 – 7:30 pm
Historic Schoolhouse
765 Portola Road, Portola Valley, CA**

AGENDA

1. Call to Order
2. Oral Communications (*5 minutes*)
Persons wishing to address the Committee on any subject, not on the agenda, may do so now. Please note however, the Committee is not able to undertake extended discussion or action tonight on items not on the agenda. *Two minutes per person.*
3. Approval of Minutes: June 17, 2013 (*5 minutes*)
4. Reports from Staff and Council (*5 minutes*)
5. Zots to Tots Review (*30 minutes*)
6. Softball field netting for playground (*15 minutes*)
7. Parks and Rec Committee membership (*20 minutes*)
8. Ford Field Renovation Update (*10 minutes*)
9. Adjournment

Next meeting: August 19, 2013



TOWN OF PORTOLA VALLEY
Special Bicycle, Pedestrian and Traffic
Safety Committee
Wednesday, July 17, 2013 – 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

BICYCLE, PEDESTRIAN AND TRAFFIC SAFETY COMMITTEE

NOTICE OF SPECIAL MEETING CANCELLATION

Wednesday, July 17, 2013

The Special meeting of the Bicycle, Pedestrian & Traffic Safety Committee, scheduled for Wednesday, July 17th, has been cancelled.



TOWN OF PORTOLA VALLEY
REGULAR PLANNING COMMISSION MEETING
765 Portola Road, Portola Valley, CA 94028
Wednesday, July 17, 2013 – 7:30 p.m.
Council Chambers (Historic Schoolhouse)

AGENDA

Call to Order, Roll Call

Commissioners McIntosh, McKitterick, Targ, Chairperson Von Feldt, and Vice-Chairperson Gilbert

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.

Regular Agenda

1. Request for Extension of Life of Tentative Map X7D-210, 1260 Westridge Drive, 1260 Westridge Drive LLC

Commission, Staff, Committee Reports and Recommendations

Approval of Minutes: June 19, 2013

Adjournment:

ASSISTANCE FOR PERSONS WITH DISABILITIES

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

AVAILABILITY OF INFORMATION

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

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley branch of the San Mateo County Library located at Town Center.

Planning Commission Agenda
July 17, 2013
Page Two

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: July 12, 2013

CheyAnne Brown
Planning Technician



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: July 12, 2013
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended July 12, 2013.

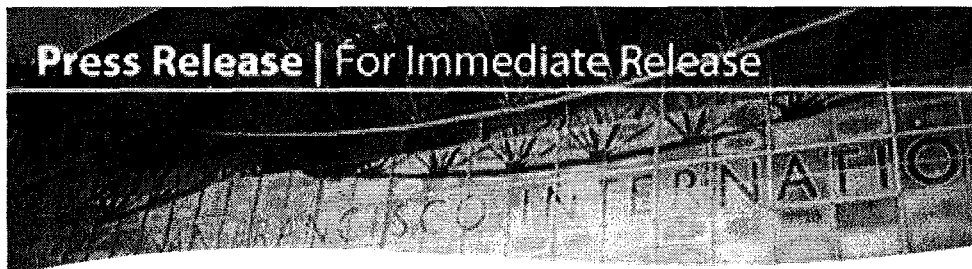
- 1. Filing period opens on July 15th** – The filing period for candidates to run for Town Council opens on Monday July 15th and closes on Friday August 9th. If any of the three incumbents decide not to run for re-election, the filing deadline is automatically extended to 5:00PM on Wednesday, August 14th. Information about the election can be found at: <http://portolavalley.net/index.aspx?page=120>
- 2. UUT Ballot Measure Press Release** – The press release to explain the 2013 ballot measure will be sent out next week and direct interested residents to the following webpage for additional information: www.portolavalley.net/uut. Recommended improvements to the webpage are much appreciated.
- 3. Staff Team Building Day** – The staff team building day has been scheduled for October 29th and will be held at Hidden Villa in Los Altos Hills. Hidden Villa offers a ropes course that encourages communication and trust among team members. Town Hall will be closed to facilitate this day-long event.
- 4. Ford Field Project** – To date, construction on the Ford Field Renovation project is going as planned and scheduled. Demolition of the field started in June and has been completed. Grading, drainage, and irrigation work is currently being performed. The backstop installation is currently scheduled to start in early August. The field is on schedule to reopen in Spring 2014.

Nick Pegueros

From: Doug Yakel <marcom=flysfo.com@createsend4.com> on behalf of Doug Yakel <marcom@flysf.com>
Sent: Wednesday, July 10, 2013 2:26 PM
To: Nick Pegueros
Subject: Press Release - SFO Outlines Plans to Re-Open Runway 28L - Work will begin once NTSB completes on-site investigation



San Francisco
International
Airport



SFO Outlines Plans to Re-Open Runway 28L

Work will begin once NTSB completes on-site investigation

SAN FRANCISCO – July 10, 2013 - The San Francisco International Airport (SFO) outlined plans to begin the removal of the airframe, make repairs to the infrastructure, and clean-up Runway 28L in preparation for re-opening once the NTSB releases the site to SFO. The clean-up process is complex and involves close coordination with SFO, United Airlines, Asiana Airlines and numerous other departments and agencies.

“The Airport’s primary goal at this point is to re-open Runway 28L as quickly as possible.” says John L. Martin, Airport Director. “I want to thank all of our passengers and our airlines for their patience. We will work around the clock to make all the necessary repairs.”

Before Runway 28L can re-open, the Airport needs to clear the area of debris, clean up spilled jet fuel and other hazardous materials, ensure all electrical systems are operational, repair all runway lights, and address damage to the sea wall. At the same time, the FAA will make repairs to navigational aids and conduct test flights to re-certify the runway for operational use.

The NTSB has yet to release the area to SFO. A firm re-open date is expected to be set within the next few days.

About San Francisco International Airport

San Francisco International Airport (SFO) offers non-stop flights to more than 31 international cities on 30 international carriers. The Bay Area’s largest airport connects non-stop with 76 cities in the U.S. on 15 domestic airlines. For up-to-the-minute departure and arrival information, airport maps and details on shopping, dining, cultural exhibitions, ground transportation and more, visit www.flysfo.com. Follow us on www.twitter.com/flysfo and www.facebook.com/flysfo.



Response Update – July 11, 2013

The American Red Cross is responding to two significant disaster responses – the Asiana Airlines Flight 214 plane crash at the San Francisco International Airport and the 6-alarm Hallmark House Apartments fire in Redwood City. Our hearts go out to all those affected by these incidents. Both local disasters occurred within 15 hours and were located nearly 16 miles apart. The Red Cross workforce quickly assembled from the Bay Area, Monterey, Santa Cruz, Silicon Valley, Central Valley, and Sonoma Chapters to respond to each.

Asiana Airlines #214 Crash

The Red Cross workforce quickly responded to the San Francisco International Airport (SFO) on Saturday, July 6, 2013, afternoon to support the Friends and Family Center (FFC) located at the airport. While at the center, experienced disaster mental health and health and safety staff were available to the passengers, crew, and their families.

As part of the Federal Family Assistance Plan for Aviation Accidents, the Red Cross, working with the National Transportation Safety Board (NTSB) is responsible for providing and coordinating crisis counseling, health services, and other services as requested by NTSB. More than 100 volunteers are assisting passengers, crew, and their families, by providing emotional support, translators who are bilingual in Cantonese, Mandarin, and Korean as well as providing prescription and eyeglass replacements.

Our mobile feeding units provided food, beverages, and snacks to the first responders, NTSB investigators, and partnering agencies after the crash and continue to deliver 300 meals a day to the SFO airfield for investigators, first responders, and security. To date, the American Red Cross has provided nearly 1,200 meals and 900 snacks.

Red Cross liaisons have been involved since the first hours of the response and continue to participate in the SFO Emergency Operations Center and the NTSB Joint Family Support Operations Center. The Red Cross is also responsible for coordinating with partner agencies to provide additional support services, including, but not limited to, translation services and childcare.

As per our agreement with NTSB, our Public Affairs team is taking a reactive response regarding media by monitoring traditional and social reports and is referring all media inquiries for specific details or requests for interviews to the NTSB. Right now the Red Cross has what it needs to support this response effort.

Redwood City Apartment Fire

Early Sunday, July 7, 2013, the Red Cross, in partnership with the San Mateo Office of Emergency Services, opened an evacuation center at the Fair Oaks Community Center to assist those affected by the 6-alarm fire at Hallmark House Apartments. Later that day, those affected were transitioned to an overnight shelter at the National Guard Armory at 939 Valota Road in Redwood City.

The 72-unit apartment building was deemed uninhabitable by the Redwood City Fire Department. A Service Center was opened July 9, at 10 a.m. at the National Guard Armory at 939 Valota Road in Redwood City. At the Service Center, those affected will be able to meet with Red Cross caseworkers and partner agencies to receive services to help begin their recovery. The Service Center will be open through Thursday, July 11. Affected residents can go to National Guard Armory at 939 Valota Road in Redwood City on July 10 and 11 from 10 a.m. to 6 p.m. or call 1-888-4-HELP-BAY. Those seeking to donate clothing to those affected can take items to the Salvation Army, 660 Veterans Boulevard, in Redwood City, or call (650) 368-4643 for more information.

All Red Cross disaster assistance is free, made possible by the donations of time and money by local residents and companies. If you are interested in helping residents affected by fires and other local emergencies, please call 1-888-4-HELP-BAY (1-888-443-5722) or visit redcrossbayarea.org or contact your local Red Cross chapter.

TOWN COUNCIL WEEKLY DIGEST

Friday – July 19, 2013

1. Agenda (Cancellation) – Planning Commission – Wednesday, August 7, 2013
2. Agenda – ASCC – Monday, July 22, 2013
3. Agenda – Conservation Committee – Tuesday, July 23, 2013
4. Issued Building Permit Activity: June 2013
5. Memo from Sharon Driscoll, chair of Teen Committee, re: Update on the Teen Committee and the Bill and Jean Lane Civic Involvement Project
6. Letter from Ed Wells to the Town Council re: Use of Inclusionary In Lieu Funds – July 15, 2013
7. Memo from Nick Pegueros, Town Manager re: Weekly Update – Friday, July 19, 2013
8. Letter from Laura Fanucchi, Associate Executive Director of HIP Housing re: Thank you for contribution and continued support and a summary of activities achieved this fiscal year – July 12, 2013
9. Letter from Adrienne Etherton, Executive Director of Sustainable San Mateo County re: Thank you for contribution and continued support – July 15, 2013
10. Invitation to attend lecture – Sea Level Rise and the California Economy – July 24, 2013

Attached Separates (Council Only)

1. SLAC Lecture – The Dark Universe through Einstein's Lens – July 23, 2013
2. BAYMEC Invitation – Annual Dinner Gala - September 28, 2013



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Planning Commission
FROM: CheyAnne Brown, Planning Technician
DATE: July 18, 2013
RE: Cancellation of Planning Commission Meeting

The Regular Meeting of the Planning Commission scheduled for Wednesday, August 7, 2013 has been cancelled. The next regular meeting of the Planning Commission is scheduled for Wednesday, August 21, 2013 at 7:30 p.m.

cc: Town Manager
Town Council
Town Planner
The Almanac
Barbara Templeton

This Notice is posted in compliance with Section 54955 of the Government Code of the State of California.

Date: July 18, 2013

CheyAnne Brown
Planning Technician



**TOWN OF PORTOLA VALLEY
ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
Monday, July 22, 2013
Special Field Meeting (time and place as listed herein)
7:30 PM – Special ASCC Meeting
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028**

SPECIAL ASCC FIELD MEETING*

4:00 p.m. 140 Pinon Drive. Afternoon session for preliminary consideration of plans for residential redevelopment of a 2.7-acre Westridge Subdivision property. (ASCC review to continue at Regular Meeting)

7:30 PM - SPECIAL AGENDA*

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

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

4. New Business:
 - a. Architectural Review for Driveway Entry Gate, 1077 Portola Road, Byrne
 - b. Architectural Review for House Additions, Driveway Modifications and Site Development Permit X9H-656, 468 Westridge Drive, Crouse/Dorahy
 - c. Preliminary Architectural Review for Residential Redevelopment and Site Development Permit X9H-655, 140 Pinon Drive, Reinhardt
5. Commission and Staff Reports
6. Approval of Minutes: June 24, 2013
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 Assistant Planner 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.

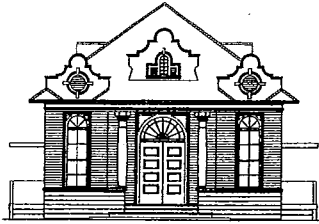
PUBLIC HEARINGS

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: July 19, 2013

CheyAnne Brown
Planning Technician



TOWN OF PORTOLA VALLEY
Conservation Committee
Tuesday, July 23, 2013 - 7:45 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of Minutes - June 25, 2013
4.
 - A. Site Permits - NONE
 - B. Tree Permits - NONE
5. Old Business
 - A. Wildlife incentive garden program - DeStaebler
 - B. Native Plant Garden at Town Center
 - C. Update Town Open Space parcel management/owners Shady Trail
 - D. Tip of the month - Plunder
 - E. Final native plant lists for town website and ASCC - recommended, discourages, invasive, dry, deer - scheduled to ASCC
 - F. Committee cooperation ASCC/Trails/Open Space
 - G. Our website
 - H. PV Post electronic - next deadline
 - I. Mailbox recommendations
 - J. Noise Ordinance
 - K. Weed Eradication Workshop / Responsible Yard maintenance
6. New Business
7. Action Plan
8. Announcements
9. Adjournment

Town of Portola Valley

Issued Building Permit Activity: June 2013

	Permits This Month	Permits FY 12-13 To Date	Total Valuation This Month	Total Valuation FY 12-13 To Date	Application Fees Collected This Month	Application Fees FY 12-13 To Date	Plan Check Fees Collected This Month	Plan Check Fees FY 12-13 To Date	Total Fees Collected FY 12-13	Total Fees Collected FY 11-12
New Residence	0	7	0	9,406,987	0.00	36,146.00	0.00	40,993.46	77,139.46	53,447.13
Commercial/Other	1	2	4,000,000	4,068,032	2,252.50	3,757.50	16,558.75	17,068.19	20,825.69	320.92
Additions	2	25	681,750	4,118,375	5,836.00	46,115.91	3,955.65	23,869.11	69,985.02	67,216.01
Second Units	0	4	0	674,000	0.00	7,777.00	0.00	4,560.00	12,337.00	18,071.16
Remodels	4	46	133,000	3,875,068	2,595.00	47,652.25	480.00	12,010.27	59,662.52	58,835.46
Pools	0	0	0	0	0.00	0.00	0.00	0.00	0.00	19,190.61
Stables	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Termite/Repairs	0	4	0	300,500	0.00	2,826.25	0.00	1,519.44	4,345.69	688.61
Signs	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
House Demos	0	4	0	0	0.00	1,054.00	0.00	88.00	1,142.00	500.00
Other	12	151	186,428	4,832,371	4,650.50	62,716.60	350.00	7,037.95	69,754.55	61,126.96
	19	243	5,001,178	27,275,333	15,334.00	208,045.51	21,344.40	107,146.42	315,191.93	279,396.86
Electrical	10	135	0	0	11,945.08	37,506.41	0.00	0.00	37,506.41	9,559.00
Plumbing	7	95	0	0	1,707.08	26,156.99	0.00	0.00	26,156.99	9,110.31
Mechanical	3	62	0	0	966.20	17,599.21	0.00	0.00	17,599.21	6,053.50
Total Permits	39	535	5,001,178	27,275,333	29,952.36	289,308.12	21,344.40	107,146.42	396,454.54	304,119.67

Nick Pegueros

From: Sharon Driscoll <sdriscoll@law.stanford.edu>
Sent: Tuesday, July 16, 2013 8:39 AM
To: Ann Wengert; John Richards; Jeff Aalfs; Maryann Derwin; Ted Driscoll
Cc: Ellen Moore; Nick Pegueros
Subject: PV Teen Committee's Bill and Jean Lane Civic Involvement Project - op ed writing

Dear Mayor Richards and Members of the PV Town Council,

As you may recall, the PV Teen Committee launched a special project a few years ago in honor of Bill and Jean Lane called the Bill and Jean Lane Civic Involvement Project. A small group has been very involved in this project and we expect to host an awards ceremony for them with Jean Lane and representatives of the Town Council - perhaps in the late fall (I'll look to schedule something after my vacation - perhaps this could tie into a standing council meeting. Brenda Munks thinks her mom will be keen to do this). The project is ongoing. Recently we discussed what it means to be involved in civic life - everything from picking up after our dogs to attending the Pride Parade to being kind to strangers. We also agreed that keeping up with current affairs is vital to an informed democracy. I wanted to let you know about a new part of the civic project. Members have been watching the news and reading papers - and forming opinions about current affairs. They are now trying their hands at writing op eds and letters to the editor, which they will submit to local and national media. They are choosing their own topics - I am only reading their work if they ask me to, and only for copy editing. I may contact the Almanac to see if all the pieces can be published there - but will likely see how they do on their own first. So, fyi, you may have the opportunity to read an opinion by one of the younger council appointees soon.

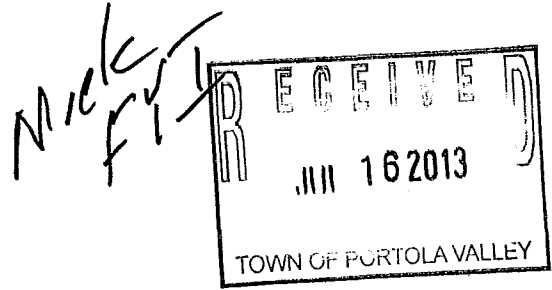
All My Best,

Sharon

Sharon Driscoll
Chair, PV Teen Committee

July 15, 2013

Mayor John Richards and
Members of the Town Council
765 Portola Road, Portola Valley CA 94028



Re: Use of Inclusionary In lieu Funds.

The purpose of this letter is to request the Town Council to investigate the cash loss of \$160,000 or more, from the Inclusionary In-Lieu Fund, and to replace the missing funds immediately.

Our "Inclusionary In-lieu Fund" had \$158,000 on July 1, 2012. Then, in November, Blue Oaks paid us \$2,880,000 for the Blue Oaks Inclusionary Lots. Thus, our total in lieu funds should be about \$3,038,000 plus interest. In March, 2013, the fund balance was only \$2,877,000, indicating an In-Lieu Fund loss of about \$160,000.

The In-lieu Fund' Ordinance [No. 1991-262], states, "...for use only for affordable housing". Note, escrow costs, expenses of sale, the Town's costs to provide documents required in the Sales Agreement, planning or legal costs, for example, if charged to the In-Lieu Fund, are not for "affordable housing". The In-Lieu funds are not public funds. They can be used to improve private property, but only if it creates affordable housing. They are very unique, restricted funds.

The best use of our In-lieu fund is as a "Private Capital Revolving Fund", to help a property owner initiate and expedite construction of a BMR. The owner designs and builds the BMR, on his property, subject to an agreement with the Town.

The Town and the property owner use a pre-recorded lien under terms of a "Memorandum of Understanding". The MU provides that In-Lieu funds will be advanced to pay costs during planning and construction of the BMR. The MU does require that the property owner must obtain private financing for the building and repay the In-Lieu Fund before occupancy. The Town may require that it be rented for five years, or more, at a below market rate. The Town may also retain a 15% interest in the building.

Note: The cost of a small, 1,200 sf house is less than \$300,000 including all Town fees. A household with income well below "median" can amortize the mortgage for this building for less than 30% of its income. Subject to the MU, the owner may rent, at BMR rates, to local public employees.

The State's 20-year mandate requiring new diversified housing is here to stay!
We need to work to minimize its impact on our open space. Thank You,

Ed Wells 851-8341 ✓

cc: Planning Commission, ASC Commission, Ad Hoc AH Committee
Karen Kristiansson, Sue Crane, George Mader, Bernard Bayuk



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: July 19, 2013
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended July 19, 2013.

- 1. Assemblyman Gordon's Housing Element Committee** – Councilmember Derwin and I attended the Assemblyman's committee meeting this week where the guest speaker was a former director of the State of California's Department of Housing & Community Development (HCD). Councilmember Derwin's notes are attached to this report and will be posted to the Affordable Housing webpage in a few days.
- 2. Second Summer Concert** – Town Center hosted the second of three concerts scheduled this summer. Staff will need to coordinate more closely with the Cultural Arts Committee to avoid some minor hiccups experienced with the event setup.
- 3. Election 2013** – Three individuals have pulled papers for this year's Council election. [Click here to view a copy of the notice posted to the Town's website regarding the election.](#)
- 4. Postcard to Town Residents** – Due to some other demands on staff time, the postcard encouraging residents to [subscribe to notices](#) that are posted to the Town's website has been delayed until next week. This is the first step in our effort to expand outreach to residents who have either a limited interest in Town activities (one or two topics such as special events or a specific committee) or otherwise do not participate on the PV Forum. Residents interested in a paper versus email notices can request to be put on a mailing list. The mailing list will only apply to "Town News" and not committee/commission/council meeting notices or packets.

Assemblyman Rich Gordon introduced Lynn Jacobs, former Director for the State of California's Department of Housing and Community Development (HCD).

Lynn Jacobs' opening remarks started with a quick background on housing elements. In housing element law you have to plan for housing to meet the projected need for housing. Therefore, housing elements are planning documents, not production documents. The RHNA numbers generated for each city are based on projections upon projections, not on real numbers. In fact, the projections tend to be higher than what actually has occurred. Here's how it works: The Department of Finance comes up with some numbers. Then HCD convenes a roundtable of economists from around the state and they eventually approve the numbers. The Department of Finance and HCD hire different economists to do the projections and get the numbers...even they aren't on the same page! Then the numbers go to the local Council of Governments (COG), in our case, ABAG. ABAG agrees to the number from the Department of Finance —most recently it was 187,000-- and then divides the number up among its jurisdictions in the 9-county region.

Lynn noted that each COG can appeal for a change their overall allocation. State law says you can reduce your RHNA number by 3% with no repercussions. In the negotiations with ABAG, counties should insist that ABAG make sure that the number they are given matches their actual growth numbers. Twenty years ago, legislation was passed that required housing elements to be reviewed every five years. Prior to this legislation, housing elements were not reviewed this often. However, the change has not been effective in producing affordable housing and in fact the situation has worsened. Additionally, too much staff time and taxpayer money is being spent on working on cities' respective housing elements to accommodate their RHNA allocations.

Lynn explained that today there are many new laws and sustainability guidelines to comply with, such as SB 375. She suggested that housing elements should only have to be revised every twenty years. If this were the case, there would be more time available for implementation. A longer period would allow cities time to execute their plans and see if the plans work. Currently, the process allows for new/changing laws before certified element have had a chance to run their course, resulting in a moving target.

Lynn went on to say that because of all the problems detailed above, many jurisdictions throughout the state are currently looking at housing element reform. However, housing advocacy groups claim that they need the law as currently written to force cities to plan for and possibly build affordable housing. A better strategy would be to address housing on a regional level and coordinate all planning through SB375. In order to make housing work, you also need transportation, infrastructure, jobs, etc. It's a holistic system. Too, if you want to build affordable housing, you have to have the money available to build the units, but the state housing bond money is almost gone and redevelopment funds for housing have been eliminated. Effectively, it is the financing that spells the success or failure of producing affordable housing.

Assemblyman Gordon commented that if we took the money we are spending on dealing with housing elements and fighting lawsuits then perhaps we could actually build some housing.

Val Carpenter, City of Los Altos, noted that PLAN Bay Area has no requirement to build schools and she asked where will the workforce kids go to school if this is not accounted for in the plan.

Lynn pointed the group to the Strategic Growth Council which is a new state group supervising the implementation of the Sustainable Communities Strategies (SCS). Right now they have an RFP out for planning grants. Apply for it! However, zoning is a local police power, so this is yet another disconnect between what the state mandates and what can be realistically done.

Lynn also recommended that elected officials actively work with the League of California Cities and ABAG on the issue. Too, the California COGs should convene a 2-day meeting for elected officials and staff to talk about housing elements. Local governments throughout the state are spending time and energy on this topic without results. Reform is needed. One COG to check out is SCAG in Southern California. They represent half the population in the state and they are very organized. For example, they just formed a working group to talk about housing element reform. You simply can't thumb your nose at the regional stuff anymore because things like this--housing elements--are actually being enforced now which was not always the case in the past. Get the League of California Cities involved in the discussion. The way the law is currently written, affordability is defined by density. Yet this is not the case in the real world. Also, cities should be allowed to self-certify their housing elements, especially the inventory of sites. This shouldn't be a negotiation.

Lynn went on to say that Senate President Pro Tem Steinberg is working on legislation to allow cities and counties to invest in affordable housing and the development of sustainable communities, and this is the time for all regional and local governments to work with Steinberg as these changes are getting codified. Housing element reform needs to be a bottom-up reform. SCAG is a great model. They have local government representation and business on board which makes their plan much more to the liking of local government. It is important to have someone from every city council involved with ABAG. You have to keep calling them on the carpet. Say, "I don't know where you got these numbers." Show them your actual population growth (or decline).

She recommended that cities send their concerns to Claudia Cappio, who is the current Executive Director of the California Housing Finance Agency. Another important person to copy on your correspondence is Anna Caballero from Salinas. As of July 1, she is the Secretary of the Business, Consumer Services and Housing Agency.

Dave Burrow, Town of Woodside, inquired as to why isn't the state focusing more on the financing side rather than the planning side? Assemblyman Gordon commented that he is co-authoring a bill that would levy a fee on recording documents at the county-level with the proceeds to be used for affordable housing purposes. As you probably know, in California there is no dedicated, permanent funding source for affordable housing.

When asked for tips on obtaining a certified housing element in the next cycle, Lynn recommended that cities make it as simple as possible. Find out what staff has been assigned to your housing element. Make friends with them. Establish a personal relationship. Go to the HCD website and see which consultants prepared the plans were approved on the first round.

Assemblyman Gordon thanked Lynn for visiting with the committee today. He announced that the group will meet again in late September/October when the legislative session is over.

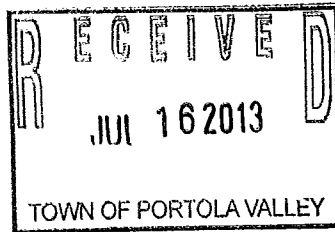
Notes prepared by: Maryann Moise Derwin

Attendees: Assemblyman Rich Gordon, Lynn Jacobs, Los Altos Hills Councilmember John Harpootlian, Los Altos Hills Planner Brian Froelich, Palo Alto Mayor Greg Scharff, Atherton Mayor Elizabeth Lewis, Menlo Park Mayor Peter Ohtaki, Los Altos City Councilmember Val Carpenter, Woodside Vice Mayor Dave Burrow, Woodside City Manager Kevin Bryant, Half Moon Bay Mayor Rick Kowalczyk, Portola Valley Councilmember Maryann Moise Derwin, Portola Valley Town Manager Nick Pegueros, San Mateo County Community Development Staff member Jim Eggemeyer, Assembly Gordon's District Director Jeremy Dennis, Intern Hadar Sachs.



HIP Housing

July 12, 2013



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

Dear Mr. Pegueros:

We thank the Town of Portola Valley for its on-going support of our housing programs and would like to provide a summary of the activities achieved during the fiscal year.

In FY 12-13, San Mateo County continued to experience a housing crisis caused by increased rents, a rise in for-purchase housing costs which made the rental market more competitive, subsidized waiting list closure, long waiting lists for below-market housing and waiting lists to get into the shelters. Section 8 voucher continue to have an extremely difficult time finding housing and fear having to give up their voucher if they cannot locate housing within a 90 day deadline. Over 2,200 people are homeless in the County on any given night, the average rent of a 1 bedroom apartment is over \$1900 a month, and rents continue to rise at often an unreasonable increase.

HOME SHARING PROGRAM:

During Fiscal Year 12-13, a total of 1,679 households representing 2,232 persons applied to the home sharing program. This represented a 15% increase over the number of applications submitted in FY 11-12. A total of 279 applicants were placed in shared housing during the year. During FY 12-13, 753 persons were sharing housing through the program including those matched during the fiscal year and persons who have been sharing housing prior to 7/1/12.

Outreach and Marketing Projects:

Collaborations:

Participation on the smhousingsearch.org workgroup. HIP Housing's shared housing listings are uploaded onto the website each week.

HIP Housing hosted two interns who graduated from Eastside Preparatory School in EPA. Both interns assisted in the home sharing program.

An intern from the San Mateo County CalWorks community service program volunteered in the home sharing department and assisted with a database clean up project.

Barbara Liedtke, HIP Housing's South County Home Sharing coordinator conducted inservice trainings about the home sharing program at the WRAP (Wellness Recovery Action Plan) for Housing meetings facilitated through San Mateo County Behavioral Health & Recovery Services.

Presentations about home sharing were conducted at the shelters of InnVision/Shelter Network and Safe Harbor.



HIPhousing

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HIP Housing requested move in costs for needy individuals and families by collaborating with the Housing Industry Foundation

Presentations about Home Sharing were conducted for homeowners selected for minor home repair projects through Rebuilding Together Peninsula

The Stanford Law Clinic selected HIP Housing to work on a project to review the Home Sharing Program's Hold Harmless/NonLiability Statement as well as the Living Together Agreement.

Star Vista's Transitional Age Youth program collaborated with HIP Housing to interview, screen and place foster youth in shared housing. An Inservice training was also conducted for the youth to learn about the home sharing program.

On-line advertising of available housing through the Home Sharing Program:

Smchousingsearch.org

HIP Housing's facebook page

HIP Housing's website

Monthly email sent to local churches, libraries, nonprofits, school districts, City and County personnel, Homeowner Associations, senior centers and community centers.

Presentations conducted:

National Shared Housing Resource Center, Housing California, City Councils in San Mateo County, Rotary Club of South San Francisco, Church of the Nativity, Samaritan House, Our Lady of the Pillar Church, Rotary Club of San Mateo, SAMCAR, San Mateo County Newcomers club, The Lions Club of Redwood Shores, The Kiwanis Club of San Carlos, Financial Freedom, Social Security Administration, Regional Occupational Program (ROP), Redwood City Optimist Club, East Palo Alto Senior Commission, Foster City Rotary Club, Kiwanis Club of San Mateo; PARCA

Fairs/Events attended:

Stroll for Soul, ALLICE (Alliance for Community Empowerment), Homeless Count, Housing Leadership Day, Pacifica Senior Center health fair, Menlo Park Chamber of Commerce Block party, zippy5krun in Brisbane, Wells Fargo volunteer resource fair, Bay Area Resources Foreclosure Resource fair, San Mateo County Employee Health Fair, San Mateo County Fair, Department of Rehabilitation resource fair, Coastside Hope Health Fair, Second Harvest Food Bank resource fair, Seniors on the Move, Supervisor Rose Jacobs Gibson's Foreclosure resource fair, Ravenswood Family Health Center health fair, San Mateo County New Employee Welcome, Disabilities Awareness fair.

Regular networking meetings attended:

Redwood City Interagency Forum; New Beginnings Coalition; Homeless Providers; Coastside Collaborative; Veterans Memorial Senior Center Board meetings; Peninsula Circle of Care; Daly City Peninsula Partnership; Food and Shelter workgroup.

Mailings sent during the year:

San Mateo County churches, libraries, senior centers, community center and City Clerks, Marriage and Family therapists, Homeowner associations, local businesses, Banks and Title companies



HIPhousing

Page 3

Media outreach:

HIP Housing staff was filmed for a documentary chronicling the housing challenge of one of HIP Housing's clients. Articles about HIP Housing appeared in The Almanac, San Mateo County Times, Daily Journal, The Patch, various church bulletins, and www.bankrate.com.

Technical Assistance provided:

Senior Housing Task force in Tuscon, AZ; Homeshare of Ventura through the Housing Authority; Homeshare - Tarpon Springs; Episcopal Senior Community at Whistle Stop in Marin County.

SELF SUFFICIENCY PROGRAM:

The Self-Sufficiency Program for Families with Children provided housing and case-management services to 75 families, representing 208 adults and children, who are working toward career and educational goals. There were 12 Life Skills workshops conducted during the year including topics related to Parenting, Setting Financial Goals, Self-Care exercises, Nutrition Tips, Conflict Resolution, Resume and Cover Letter preparation and Impactful Job Interviewing training.

HIP Housing collaborated with My New Red Shoes for new clothing and backpacks for youth, Community Financial Resources on financial coaching workshops and curriculum, California Water Service and Central Peninsula church donated food during Thanksgiving, Sleeptrain mattress donations, Jewish Vocational Services financial education coaching, South Hillsborough School Halloween costume donations and CORA to provide resources to help enhance the self-sufficiency and well-being of each family

HIP Housing also collaborated with Cal State East Bay by hosting a Masters of Social Work intern who managed a small caseload, helped to facilitate workshops and who was eventually hired by HIP Housing as a part-time case manager.

One of our collaborating partners is Community Financial Resources (CFR). They developed a financial education curriculum and have provided training and materials to HIP Housing staff to use in presenting workshops to our clients. They also fund a \$125 monthly raffle to clients to reward positive money management behaviors. We wanted to have a better idea of the impact of their services on our clients' behaviors, so CFR developed a Baseline Financial Practices Survey and an exit survey, to more thoroughly measure our outcomes. CFR will compile and report the data, to help us evaluate our effectiveness and drive our future financial education initiatives for clients.

HIP Housing's SHARE program consists of three 6 bedroom/3 bathroom homes for single parents in the Self-Sufficiency Program to share. While living there, clients get subsidized rent using a Project-based Section 8 voucher. HIP Housing has had trouble over the years with long vacancies in between clients because of the cumbersome process of having to go through the Project-based Section 8 waiting list, which is housed and managed at the Housing Authority. The Housing Authority recently approached HIP Housing about another way to manage this partnership, and suggested a transition from the current Project-Based contract to a Provider-based contract where the Housing Authority still provides funding, but HIP Housing manages the waiting list in-house and sets the details of the program design. HIP Housing is in the process of converting all 3 group share houses to this new housing model to create an efficient system that will shorten vacancy times, and also offer clients bonuses at the end of the program if they meet certain criteria such as increased income, savings, and credit score.



HIPhousing

Page 4

managed at the Housing Authority. The Housing Authority recently approached HIP Housing about another way to manage this partnership, and suggested a transition from the current Project-Based contract to a Provider-based contract where the Housing Authority still provides funding, but HIP Housing manages the waiting list in-house and sets the details of the program design. HIP Housing is in the process of converting all 3 group share houses to this new housing model to create an efficient system that will shorten vacancy times, and also offer clients bonuses at the end of the program if they meet certain criteria such as increased income, savings, and credit score.

PROPERT DEVELOPMENT:

HIP Housing owns and manages over 200 units of housing in San Mateo County. During the fiscal year, we closed escrow on 1157-1161 Willow Road, a 12 unit apartment building in East Menlo Park. An open house was held in May inviting all who assisted with the financing and rehabilitation projects. Rebuilding Together Peninsula also selected the property to complete a transformation of a storage closet into a small community room for the residents.

Eagle Scout candidate, Christian Villanueva, along with volunteers and parents, completed a project at HIP Housing's property on Commercial Avenue in South San Francisco. Planter boxes were constructed to beautify the courtyard area. Plants were planted in the boxes and a resident was selected to regularly water the plants. To help store bicycles, a bicycle rack was also purchased with funds raised and donated.

In total, over 450 individuals and children reside at HIP Housing's properties throughout San Mateo County.

THANK YOU:

On behalf of the HIP Housing staff, Board of Directors, Volunteers and Clients, we thank you for the Town of Colma's support of our housing programs. Through the Home Sharing and Self Sufficiency Program and through the properties owned and managed by HIP Housing, over 1400 persons were provided housing during FY 12-13. We cannot do this good without your support and thank you for your efforts. We look forward to another year of providing affordable housing resources to those who live or work in Colma and Countywide.

Sincere regards,

A handwritten signature in cursive script that reads "Laura L".

Laura Fanucchi
Associate Executive Director



HIPhousing

Page 4

PROPERT DEVELOPMENT:

HIP Housing owns and manages over 200 units of housing in San Mateo County. During the fiscal year, we closed escrow on 1157-1161 Willow Road, a 12 unit apartment building in East Menlo Park. An open house was held in May inviting all who assisted with the financing and rehabilitation projects. Rebuilding Together Peninsula also selected the property to complete a transformation of a storage closet into a small community room for the residents.

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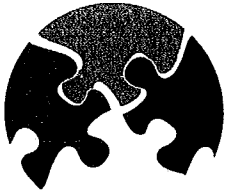
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Sincere regards,

A handwritten signature in black ink, appearing to read 'Laura Fanucchi', written in a cursive style.

Laura Fanucchi
Associate Executive Director



Sustainable San Mateo County

Economy. Equity. Environment.

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

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

Email: advocate@sustainablesanmateo.org

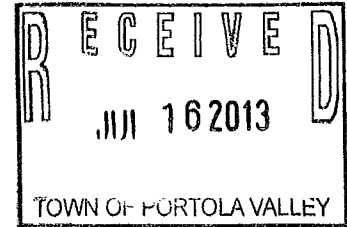
Web: www.sustainablesanmateo.org

Founders

MARCIA PAGELS
RUTH PETERSON

July 15, 2013

Nick Pegueros
Town Manager
Town of Portola Valley
765 Portola Rd.
Portola Valley, CA 94028



BOARD OF DIRECTORS

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GLADWYN D'SOUZA

MICHAEL PACELLI

DANIEL PETERSON

AFSOON SHAHRDAR

PATRICK WOOLIEVER

Dear Mr. Pegueros,

Thank you very much for your contribution of \$2700 to Sustainable San Mateo County's 2014 Indicators Report. Your gift will be used to support our Eighteenth Annual Indicators Report to raise awareness of sustainability in our county and improve our ability to make sound decisions for the benefit of future generations.

ADVISORY COUNCIL

JULIA BOTT

TOM CRONIN

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JERRY HILL

ANNE HINCKLE

DAVID HINCKLE

ARTHUR LLOYD

THERESA LYNGSO

DOUG MCGLASHAN

RICKI MCGLASHAN

CLEM MOLONY

MARK MOULTON

We have a number of exciting ideas in store for the 2014 edition of the report, building on our 2013 transition to a web-based report. We look forward to working with you and others in your city to evaluate our 2013 report, gather feedback on future changes and ensure the accuracy and usability of this important report.

This letter serves as confirmation that your contribution to Sustainable San Mateo County is fully tax-deductible. Our work is made possible through the generosity of donors. We are very grateful for your help. Thanks again for supporting SSMC.

Sincerely,

Adrienne Etherton
Executive Director

Thank you!

Donation Receipt:
Amount: \$2700.00

Executive Director
ADRIENNE EHERTON
Project Coordinator
Indicators Report
TANJA SREBOTNJAK

Please consider this letter official receipt of your tax deductible contribution on 7.10.13 in the amount of \$2700.00. Our federal tax identification number is 48-135776. This organization is a 501c(3) tax exempt organization, IRS Section 170(b)(2)(iii) for both federal and state tax purposes.

Members
Katcho Achadjian
Toni Atkins
Steven Bradford
Rocky Chávez
Jeff Gorell
Bonnie Lowenthal
Al Muratsuchi
Nancy Skinner
Philip Y. Ting



Assembly California Legislature

ASSEMBLY SELECT COMMITTEE ON SEA LEVEL RISE AND THE CALIFORNIA ECONOMY

RICHARD S. GORDON, CHAIR
ASSEMBLYMEMBER, TWENTY-FOURTH DISTRICT

Impact of Sea Level Rise on California's Coastal Agriculture, Fishing and Aquaculture Industry, and Tourism
Wednesday, July 24, 2013

Half Moon Bay Department Operations Center
537 Kelly Avenue
Half Moon Bay
2:00 p.m. – 5:00 p.m.

AGENDA

- 2:00 p.m. Welcome and Opening Remarks
 - Chairman Rich Gordon
 - Members of the Select Committee

- 2:15 p.m. Impact of Sea Level Rise on Coastal Agriculture
 - Mary Scruggs, Supervising Engineering Geologist, California Department of Water Resources
 - Norm Groot, Executive Director, Monterey County Farm Bureau
 - Dr. Rosemary Knight, Professor of Geophysics, Stanford University

- 3:00 p.m. Impact of Sea Level Rise on Fishing and Aquaculture Industry and the Effects of Ocean Acidification
 - Dr. Gretchen Hofmann, Professor of Marine Biology, University of California Santa Barbara
 - Zeke Grader, Executive Director, Pacific Coast Federation of Fishermen's Associations
 - Greg Dale, Southwest Operations Manager, Coast Seafoods Company
 - Bruce Steele, Commercial Fisherman

- 4:00 p.m. Impact of Sea Level Rise on Tourism
 - Jay Chamberlin, Chief of Natural Resources Division, California State Parks
 - Aaron McGregor, Associate Scientist, California Ocean Science Trust

- 4:35 p.m. Public Comment

- 4:50 p.m. Closing Comments
 - Chairman Rich Gordon