



TOWN OF PORTOLA VALLEY

**6:30 PM – Special Joint Meeting of the
Town Council and Planning Commission**

Wednesday, November 13, 2013

Historic Schoolhouse

765 Portola Road, Portola Valley, CA 94028

SPECIAL MEETING AGENDA

6:30 PM – CALL TO ORDER AND ROLL CALL

Councilmember Aalfs, Councilmember Derwin, Councilmember Driscoll, Vice Mayor Wengert, Mayor Richards
Commissioner Gilbert, Commissioner McIntosh, Commissioner McKitterick, Vice Chair Gilbert and Chair Von Feldt

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.

STUDY SESSION – TOWN COUNCIL / PLANNING COMMISSION - 6:30 – 8:00 PM

- (1) **Study Session - Housing Element (3)**

COUNCIL WILL RESUME TO ITS REGULAR MEETING AGENDA

- (2) **PRESENTATION – Teen Committee Civic Involvement Project Awards (19)**

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.

- (3) **Approval of Minutes – Regular Town Council Meeting of October 23, 2013 (20)**
- (4) **Approval of Warrant List – November 13, 2013 (27)**
- (5) **Recommendation by Town Manager – Adoption of a Resolution to Amend the Adopted Cafeteria Flexible Benefits Plan Document Effective January 1, 2014 (40)**
 - (a) Resolution of the Town Council of the Town of Portola Valley to Amend the Adopted the Cafeteria Flexible Benefit Plan Document Effective January 1, 2014 (Resolution No. ___)
- (6) **Receive and File Report from Sustainability & Special Projects Manager – Farmers’ Market Quarterly Report (83)**

REGULAR AGENDA

- (7) **Recommendation by the Parks & Recreation Committee – Proposed Trial Skate Ramp at Town Center (86)**

PUBLIC HEARING

- (8) **PUBLIC HEARING - Recommendation by Deputy Building Official – Adoption of the 2013 California Building Code (91)**
 - (a) First Reading of Title, Waive Further Reading, and Introduce an Ordinance of the Town Council of the Town of Portola Valley Amending Section 15.04.010 [Definitions], Section 15.04.020 [Amendments to the Building Code], and Section 15.040.030 [Additions to the Building Code] of Chapter 15.04 [Building Code] of Title 15 [Buildings and Construction] of the Portola Valley Municipal Code to Adopt and Updated Building Code (Ordinance No. __)

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

- (9) **Recommendation from Town Manager – Extended Holiday Closure for Town Hall (108)**
- (10) **Report from Town Manager – Planning for the Town’s 50th Anniversary Celebrations (110)**
- (11) **Reports from Commission and Committee Liaisons (118)**
There are no written materials for this item.

WR ITTEN COMMUNICATIONS

- (12) **Town Council Weekly Digest** – October 25, 2013 (119)
- (13) **Town Council Weekly Digest** – November 1, 2013 (127)
- (14) **Town Council Weekly Digest** – November 8, 2013 (147)

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).



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Town Council and Planning Commission

FROM: Karen Kristiansson, Deputy Town Planner

DATE: November 11, 2013

RE: **Joint Study Session on the 2014 Housing Element Update**

RECOMMENDATIONS

Staff recommends that the Town Council and Planning Commission:

- review the recommended public process, work plan, and schedule for the housing plan update, and
- discuss and provide initial feedback on the three priority programs recommended by the Ad Hoc Housing Committee for the housing element.

At the conclusion of the study session, staff recommends that the Town Council approve, with any modifications, the public process, work plan and schedule. The Town Council may also wish to direct staff and the Planning Commission to consider particular programs, options or ideas based on the discussion at the study session.

PURPOSE OF THE STUDY SESSION

The purpose of this joint study session is to develop a public process for the 2014 Housing Element Update which is open and participatory, to review the work plan and schedule for the housing element update, and to discuss the programs that were identified by the Ad Hoc Housing Committee as priorities for the housing element update (the Committee's report to the Town Council is attached). This memo discusses each of these items below.

BACKGROUND

This memo does not review state housing element requirements or the discussions that have taken place in Town concerning affordable housing over the past couple of years,

including the work done in the spring with the Ad Hoc Housing Committee, but builds on these previous efforts.

The Town's webpage on "Planning for Housing in Portola Valley" (formerly the "Affordable Housing" webpage) provides links to background information on the state housing element mandate and FAQs about the housing element and affordable housing in Portola Valley, as well as links to the final report of the Ad Hoc Housing Committee to the Town Council.

RECOMMENDATIONS FOR AN OPEN AND PARTICIPATORY PUBLIC PROCESS

One of the key recommendations from the Ad Hoc Housing Committee was the importance of having an open and public process when developing housing programs and the housing element. To do this, staff recommends the following:

- Enhance the Town's existing housing webpages and use them to provide information specific to the 2014 housing element process. This will include providing information about upcoming meetings as well as posting links to staff reports, drafts, and related documents. The webpages will also inform residents of different ways to participate in the process, such as emailing and mailing comments and suggestions to the town, or submitting comments through the webpage itself, as well as attending meetings. The webpages will be revised starting this month and will continue to be updated throughout the housing element process.
- Distribute timely information about the update process to interested residents through the Town's e-notification system. This past summer, residents were reminded about the e-notification system by a postcard that went to every household. A "housing" option was added to the e-notify service, and approximately thirty-eight people are currently subscribed. Enrollment in the e-notification system is ongoing, and anyone can add or remove themselves from the list at any time.
- Schedule and hold two community meetings. To get the word out about these, staff will distribute information to e-notification subscribers, send postcards to town residents, post meeting information to the PVForum, and draft a press release to be sent to the Almanac about each meeting. These two community meetings will be in addition to a minimum of five anticipated public meetings before the Planning Commission and three public meetings before the Town Council, all of which will be publicly noticed.
- Participate in county-wide meetings with housing advocates in order to engage with the broader housing community in San Mateo County. These meetings are being organized through the County-wide 21 Elements process and are intended to help jurisdictions ensure that all segments of the population are consulted as part of the Housing Element update process, as is required by state law.

In addition, it should be noted that the town continues to participate on Assemblyman Gordon's housing taskforce. Councilmember Derwin and staff will continue to be active

participants in this regional effort to identify legislative options to address the pressing needs to balance local control and state mandates, while also addressing the need for affordable housing in the region. Notes from the Taskforce's meetings will be posted to the Town's housing webpage when available.

WORK PLAN AND SCHEDULE

The draft work plan and schedule discussed below works toward the goal of the Town having a certified updated housing element by the state-mandated deadline of January 31, 2015. In addition, the schedule also assumes that the Town will continue to participate in the 21 Elements program for San Mateo County.

This program involves all 21 jurisdictions in the County and represents an effort to develop shared resources that can benefit all participants. For example, the 21 Elements program prepared a second unit affordability study for the last housing element update which all communities in the County were able to use, including Portola Valley. As a result, the Town did not need to carry out its own analysis. That study will be updated for the 2014 housing element update process. In addition, the 21 Elements program is providing basic demographic data to all communities in the County for use in updating the background sections of the housing element. Continued participation in this regional effort will benefit the Town by providing these shared resources and also facilitating discussions with the State about issues as they arise.

With these in mind, staff has developed the work plan outlined below for the housing element update. A draft schedule for these tasks is attached.

1. Update the background sections of the Housing Element. These include the sections on demographic and economic trends, constraints on housing, and evaluation of the 2009 Housing Element. This update will rely heavily on previous housing element progress reports and data from the 21 Elements program for San Mateo County. This work is underway and staff anticipates completing it in early 2014.
2. Update the site inventory section of the Housing Element. Review the site inventory from the 2009 element and update it to reflect development since element adoption. This inventory update will result in both a map of sites and a table listing each site. If any new sites are proposed for the site inventory, owners of all properties within 1,000 feet will be notified and provided with opportunities to comment. Work on Task 2 and Task 3 will be done at the same time.
3. Explore and assess options for housing programs. The Planning Commission, together with staff, will use the Ad-Hoc Housing Committee's report and input from this study session to start work on this task in late 2013. Early in 2014, broader public input will be solicited through the first of two planned community meetings.
4. Develop recommendations for housing programs. The Planning Commission will use the information collected at the first community meeting to develop a

suggested set of housing programs for the Housing Element Update. These programs will be reviewed by the Town Council at a study session and adjusted as necessary.

5. Create a complete draft of the updated housing element and present it at a second scheduled community meeting. The updated sections from Tasks 1 and 2, and the revised housing programs from Task 3, will be combined to create a complete draft of the updated housing element. This draft will be made available for public review, and a second community meeting will be held in the spring to obtain comments and suggestions from the public. The Planning Commission will review these comments and prepare the housing element for Town Council consideration.
6. Obtain Town Council authorization to submit the draft housing element to the State for review. The complete and revised draft as approved by the Planning Commission will be presented to the Town Council, together with a request for authorization to submit the draft housing element to the California Department of Housing and Community Development (HCD). The proposed schedule calls for submittal of a draft of the Housing Element to HCD in May 2014.
7. Conduct CEQA analysis and prepare draft CEQA documents. Work on this task will begin when the draft housing element is being developed, in order to identify any potentially significant environmental impacts and determine whether the draft housing element should be modified. As the housing element is being reviewed and revised, work on the CEQA analysis and documents will continue. The final CEQA documents will be prepared for consideration and action as part of the public hearing process.
8. Receive comments from HCD and revise the draft housing element. Once we have comments from HCD, staff will work with HCD, the Planning Commission and the Town Council in order to address those comments as determined appropriate.
9. Public hearing and adoption process. The updated Housing Element and its related CEQA document will be noticed for public hearing and adoption. Because the Housing Element is part of the Town's General Plan, both the Planning Commission and the Town Council must hold public hearings and act on the Element. The draft schedule anticipates completing the public hearing and adoption process in October 2014, well before the January 2015 deadline.

Altogether, this process includes a minimum of ten public meetings, not including the November 11 joint study session: five before the Planning Commission, three before the Town Council, and two well-advertised community meetings as part of the housing element update process, in addition to the six Ad Hoc Housing Committee meetings and five community meetings that were held on affordable housing last spring.

Staff has started work on the first task and, as noted above, is scheduled to complete that work in the next few months. To provide an opportunity for initial feedback leading

into Planning Commission discussions of potential programs later this year, the following section of this memo discusses the three programs which the Committee recommended as the priorities for the housing element update.

DISCUSSION OF KEY PROGRAMS

In its report to the Town Council, the Ad Hoc Housing Committee recommended that the Town prioritize three specific housing programs: second units, affiliated housing, and inclusionary housing. The Committee also made several suggestions concerning these programs. These programs and related suggestions are discussed below.

Second Units

The Ad Hoc Housing Committee recommended that second units continue to be the Town's main program for providing affordable housing. Currently, each year the Town issues building permits for approximately 5-6 new second units. The county-wide 21 Elements effort is developing a new second unit affordability study, and the Town will need to use the information from that study to determine how much of the Town's affordable housing needs can be met through second units. However, based on past studies, it seems likely that the Town will need to find ways to encourage more people to build second units.

In an appendix to their report (attached), the Committee provided a number of ideas for increasing second unit production, which generally fall into the following categories:

- Adjusting the maximum size for second units
- Relaxing some town standards for second units
- Allowing second units in some parts of town where they are not currently permitted
- Allowing two second units on some larger parcels in town
- Reducing permitting requirements or fees for second units
- Providing economic incentives for second units
- Educating and informing residents about second units
- Developing an amnesty program to assist people who may have unpermitted second units to "legalize" the units

In addition, some residents have been developing additional suggestions for encouraging second unit production. These would be considered and discussed at the Planning Commission study sessions later this year.

At the November 11 study session, the Town Council and Planning Commission may want to provide initial reactions and feedback, particularly relative to the Committee ideas outlined above, that should be examined in more detail as housing element work moves forward.

Affiliated Housing

This housing program is to encourage on-site housing for staff and employees of various institutions in Town. For example, the Priory already has seven units of affiliated housing on their campus for Priory faculty and staff. The 2009 housing element allows affiliated housing in three locations in Town: the Priory School, the Sequoias, and the Stanford Wedge on Alpine Road. As part of the housing element update process, staff anticipates contacting the three institutions to further discuss the possibilities for housing on their sites.

The Ad Hoc Housing Committee also suggested that affiliated housing may be appropriate on some commercial or agricultural properties in Town. The Town Council and Planning Commission may want to discuss whether these possibilities should be further explored as part of the housing element update.

Inclusionary Housing

The Town's inclusionary housing program requires developers to dedicate land for below market rate housing as part of the subdivision process. About ten years ago, the Planning Commission worked on revising this program to require less land but to also require the developers to build the below market rate housing, but those revisions were not adopted. Revising the program in this way would avoid potential difficulties with getting the required inclusionary units actually constructed. Some changes to the Town's program may also be proposed as appropriate to address the outcomes of two court cases regarding inclusionary housing.

Another alternative which is suggested in the 2009 housing element would be the establishment of a housing impact fee to replace the inclusionary housing program. If the Town were to develop and adopt a housing impact fee, that fee could then be charged to new development in Town and the funds from the fee could be used to support housing for low or moderate income households.

During the November 11 study session, the Town Council and Planning Commission could provide comments about whether the inclusionary housing program should be revised to require developers to build housing and also whether the Town should further explore the possibility of a housing impact fee.

ATTACHMENTS

1. Ad-Hoc Housing Committee Report to the Town Council
2. Proposed Housing Element Schedule

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

- cc. Tom Vlastic, Town Planner
Leigh Prince, Town Attorney

Report to the Town Council
From the Portola Valley Ad-Hoc Committee on Affordable Housing
May 28, 2013

Recommended Mission Statement for Housing in Portola Valley

The Town of Portola Valley will plan for and encourage the provision of housing for a diverse population. Such housing should be distributed throughout the community rather than be concentrated. The town's housing should maintain and enhance the rural character and natural beauty of the town's residential neighborhoods, scenic corridors, and open spaces. All housing should be designed and located to minimize impacts on wildlife and be subservient to the environment.

General Recommendations to the Town Council

Ongoing Regional and Statewide Coordination

The committee's first recommendation is that the town should continue to coordinate with other communities, especially other small, low-density towns, on a regional and statewide level to work with the State, HCD, ABAG, C/CAG, and other relevant governing bodies to ensure that RHNA assignments and mandatory requirements over time are fair. As part of this process, the town should work to secure legislative refinements to recognize that supplying regional open space and recreational resources limits available development opportunities and housing capacity, as do the physical constraints of unstable geology, steep topography, regional open space preserves, and areas of high wild fire danger. Housing needs should be defined in a way that recognizes the special cultural and historic planning conditions that communities like Portola Valley have adopted as guiding principles.

Town Housing Funds

Town housing funds should be spent to meet the town's housing goals and implement the programs in the housing element and should be allocated in a manner reflecting the priorities below. Any project on which town housing funds are spent should comply with the five overarching criteria presented below. In addition, the Ad-Hoc Housing Committee recommends that town funds should only be used to purchase land or pay for construction of housing after a rigorous open and public process that includes adequate notice, identification of the property and disclosure of the financial viability, and proposed density of the project, before entering into a contract.

Overarching Criteria for the Provision of Housing in Portola Valley

1. The rural character and natural beauty of the town must be protected.
2. Visual impacts of housing should be minimized. Housing will have similar setbacks, mass, and height as neighboring homes, and be subservient to the natural environment, as is required by the town's design guidelines.
3. The cumulative impact of additional housing over time must have minimal discernible effect on the capacity of infrastructure, safety, geology, views, open space, public facilities and services.

4. Local control should be maintained over zoning, diversified housing locations and design.
5. The fiscal impact of new housing on the Town should be minimized.

Recommendations for Specific Housing Programs

Priority 1: Second Units

1. Second units are smaller dwelling units that have their own kitchen and bathroom facilities as well as a separate entrance from the exterior, and which are located on a property which has a main house.
2. The goal is to achieve as much as possible of the town's RHNA obligations through the second unit program.
3. The town should encourage more second units. Through the community meetings and its own research, the committee has identified a number of possible ways to do this. These are listed in Appendix A, "Ideas for Increasing Second Unit Production." The town should look at the feasibility of these options and the number of new units that each could encourage in order to determine which should be included in the next revision of the housing element.

Priority 2: Affiliated Housing

1. Affiliated housing refers to housing that is located on a property which is primarily used for a purpose other than housing, and that provides housing for staff and employees of the entity having the primary use of the property.
2. Affiliated housing, including multi-family housing, may be appropriately provided on institutional properties in town, including the Priory, the Sequoias, the Stanford Wedge and other institutional properties that may become available in the future.
3. Some affiliated housing, possibly including multi-family housing, may be appropriate on some commercial properties, perhaps on a second floor or at the back of the property.
4. Some affiliated housing for agricultural uses, possibly including multi-family housing, may be appropriate on some larger parcels, if the housing is designed in a way that preserves the open rural character of the land.
5. As part of the next housing element update process, the town should identify potential sites for affiliated housing and actions to encourage the production of affiliated housing as appropriate. The committee has identified some possible ways to do this, which are listed in Appendix B, "Ideas for Encouraging Affiliated Housing."

Priority 3: Inclusionary Housing

1. Inclusionary housing refers to below market rate housing that is created as part of new subdivisions in town.
2. The town should revise its inclusionary housing program to require subdivision developers to build the affordable housing units rather than simply providing land. To balance this requirement, the Town should provide incentives such as reduced requirements and reduced approval and permit costs.
3. The town should require that affordable housing units be built before or at the same time as market rate units.
4. Inclusionary housing should be distributed rather than concentrated to integrate the units within the development.

Recommendations for Unaffiliated Multi-family Housing

The Ad-Hoc Affordable Housing Committee recommends that the town attempt to meet its housing needs using the three priority programs discussed in the previous section of this report. If, however, the town allows unaffiliated multi-family housing, the committee would recommend the following:

1. Unaffiliated multi-family housing refers to housing types such as small lot developments, duplexes, townhomes and the like which are the primary use of a property and which are intended principally to house people who live or work in Portola Valley.
2. To the greatest extent possible, unaffiliated multi-family housing should be provided by the private market rather than with significant public subsidies. The town could, however, assist with planning and zoning changes, reduced town application and permit fees, and expedited processes.
3. Unaffiliated multi-family housing should be distributed rather than concentrated in a few major developments, unless a site can be found that would avoid visual and other impacts.
4. The town should only increase density if the resulting project would comply with the five overarching criteria, the increased density would be necessary in order to make the housing development financially viable, and after a rigorous open and public process. If a development requires a zoning or General Plan revision, the amendment should be considered as part of a community process that prioritizes compatibility with surrounding land uses.
5. Proximity to Alpine Road or Portola Road and community-serving businesses is desirable, but visual impacts need to be considered, and preserving scenic values along the scenic corridors may supersede the desire to locate multi-family housing near the town's arterials.
6. Creative options should be encouraged to enable non-public financing of appropriate unaffiliated multi-family housing, including voluntary housing funds (e.g., Lane family's past support for teacher housing).

Portola Valley Ad Hoc Committee on Affordable Housing
Report to the Town Council
May 28, 2013 Draft

7. To make it financially viable to build affordable units for households with moderate incomes or below, it may be necessary to allow unaffiliated multi-family housing for households with a mix of income levels. However, at least 15% of units should be required to be provided for households at moderate incomes or below.
8. The committee has identified options for encouraging unaffiliated multifamily housing, which are listed in Appendix C. The town should consider these options if the town wishes to encourage unaffiliated multifamily housing.

Appendix A: Ideas for Increasing Second Unit Production *

Size

1. Expand the maximum size for second units from 750 square feet to between 1,000 and 1,500 square feet in order to provide housing that appeals more to those eligible for moderate-income housing.
2. Make allowed second unit sizes proportional to individual adjusted parcel areas.

Standards

1. Modify existing zoning and policy guidelines to liberalize elements in town housing policies that impede the production of second units. These could include removing the prohibition on separate utility meters and/or separate mailboxes or changes to the parking requirements for second units.
2. Consider relaxation of setback requirements for second units where doing so will not impact neighbors or the town's scenic corridors.
3. Consider encouraging owners of tear-downs to build rental affordable housing units.

Lot Sizes & Locations

1. Allow second units to be built on all legal residential parcels that have remaining adjusted maximum floor area.
2. In consultation with the applicable HOAs, consider amending existing PUDs to allow second units on parcels where existing limitations disallow second unit production.
3. Reduce minimum lot sizes for adding second units, to allow second units on parcels of less than 1 acre, even if such units have a smaller square footage to reflect smaller parcel size.

Number of Second Units per Lot

1. Allow two second units on some parcels in town, when the second units can be provided within the allowed adjusted maximum floor area and a deed restriction is used to require that at least one second unit be rented at an affordable rate to a household with a moderate income or below. The town should explore whether a minimum parcel size should be established for this program.

Permitting/Processing and Fees

1. Additional relaxation of permitting requirements to reduce costs to owners, especially for second units that are developed within the footprint of an existing home ("internal" second units)
2. Streamline and shorten the approval processes for second units.

* These ideas were identified at community meetings and through the committee's research. This is not an exhaustive list. The ideas have not been prioritized or assessed by the committee but provide some possibilities to consider in order to increase second unit production. Additional input from the community will be necessary.

3. Reduce or waive building and planning fees for second units and/or conversion of other buildings on properties to conforming second units. It is not clear how these fee waivers/reductions could be subsidized.
4. Develop preapproved designs or prototype floorplans for second units to remove the need for ASCC review.
5. Pre-approve certain prebuilt second units to remove the need for ASCC review.
6. Waive building fees if owner will guarantee use for affordable housing for 10 years or so.

Incentives

1. Explore other economic/tax incentives for second unit construction.

Information

1. Update the Town website to allow easier connection with the second unit ordinance and the housing element, and encourage rentals by indicating the benefits of having local employees and community officials, educators and firefighters live locally.
2. Update the Town's second unit manual as needed to provide information on aging in place in a second unit, and providing guidance on conversion of existing structures into second units.
3. Conduct an educational and awareness campaign on second units, including holding meetings at the Town center to educate homeowners on second unit policies and procedures, distributing information where local bulletins are posted, and posting information on sites such as PV Forum.

Amnesty

1. Conduct another amnesty program, allowing homeowners to avoid fees and penalties for nonconforming units. Portola Valley's amnesty program in the early 1990's produced 38 second units but it is not clear how many more would be available after a new amnesty program, or whether and to what extent these units could be relied upon for compliance with state requirements.
2. To encourage folks to volunteer their new, existing or soon-to-be-updated second unit, consider hiring a third-party independent building inspector (or appropriately qualified person) to confidentially inspect second units to assess if they "meet code" and, if not, explain what it would take to bring them up to code.
3. Allow people to ask questions and get information on second unit amnesty questions anonymously in order to encourage residents to bring non-permitted second units into compliance.

Miscellaneous

1. Consider providing information on the town website about options such as the "Tiny House Company" for options of 100-150 square foot second units, BluHomes, prefab green construction that looks like some of the new homes built in town, and pocket neighborhood/cottage communities like Ross Chapin units in Seattle.
2. Develop a list of homeowners who are interested in providing second unit affordable housing for rental.

3. Develop a list of eligible individuals interested in purchasing or renting an affordable unit to establish the true demand for units and the size demanded.
4. Can the town have a contractual relationship with people who say that they have a second unit and make it available as an affordable rental (deed restrictions)?
5. Consider allowing duplexes.

Appendix B: Ideas for Encouraging Affiliated Housing*

1. Relaxing permitting requirements to reduce costs to owners, especially for affiliated multi-family units that are developed within the footprint of an existing structure (“internal” units)
2. Paying for planning and consultant efforts to identify appropriate land, geologic conditions, infrastructure assessment, unit densities, and permit and CEQA approval process support.
3. Subsidizing application, design, engineering, and approval costs.
4. Coordinating and facilitating funding of infrastructure support to housing sites. Exceptional costs for infrastructure improvements are an impediment to diversified housing development.
5. The town could provide information to employers in town about mechanisms they could use to affordably house employees, such as sustainable hiring, rental housing assistance, downpayment assistance, first-time homebuyer education, financial planning, and on-site housing. In addition, the town could coordinate efforts among the various employers in town.
6. A cooperative arrangement with MROSD on the former Woods property might be pursued to provide both affiliated and unaffiliated units. The next housing element could include such a plan.

* These ideas were identified at community meetings and through the committee's research. This is not an exhaustive list. The ideas have not been prioritized or assessed by the committee but provide some possibilities to consider in order to encourage the production of affiliated housing. Additional input from the community will be necessary.

Appendix C: Ideas for Encouraging Unaffiliated Multi-Family Housing*

1. Additional relaxation of permitting requirements to reduce costs to owners, especially for multi-family units that are developed within the footprint of an existing structure (“internal” multi-family units)
2. Provide planning and consultant efforts to identify appropriate land, unit densities, and permit and CEQA approval process support.
3. Reduce application, design, engineering, and approval costs.
4. Coordinate and facilitate funding of infrastructure support to housing sites by helping property owners and developers in negotiations with infrastructure providers. The town could also consider floating a bond or developing another financing mechanism to provide infrastructure in cases where costs are very high. Exceptional costs for infrastructure improvements are an impediment to diversified housing development.

* These ideas were identified at community meetings and through the committee's research. This is not an exhaustive list. The ideas have not been prioritized or assessed by the committee but provide some possibilities to consider if the town wishes to encourage unaffiliated multifamily housing. Additional input from the community will be necessary.

Portola Valley Teen Committee

Proposal: Bill and Jean Lane Civic Involvement Program, Feb., 2011

By Sharon Driscoll, Chair

Note

This program would replace the mentorship program that was launched last year for local high school students interested in work done by specific town committees (had one teen paired up with the Architectural Site Committee).

Project Overview and Objectives

One of the most important missions for the Teen Committee is to engage local youth in the town. The late Bill Lane and his wife Jean have been examples to us all of the importance of civic involvement in our community and the value of democracy at the local level. This program, named in their honor, would provide an opportunity for local high school teens (10-12 grade) to learn about the town's government, to experience firsthand the vital work of the town's committees and the importance of citizen input. This would also provide the Teen Committee with an ideal "path" for members and teen involvement. A certificate would be awarded upon completion, and names posted on the website.

Requirements

The aim is for high participation, so the bar for both involvement and management/oversight will be low. We want students to dip their toe into this thing called town government—to attend meetings, listen to what's going on, and perhaps ask a few questions if they are so inclined. That will take them to the first level of "Bill and Jean Lane Civic Scholar." To get to the next level, the onus will be on the student to identify and formulate an agreement with a teacher at his/her school and to research and write a paper on a mutually agreed topic related to civic involvement. The paper would then be approved by the student's school as "passing," and posted on the Teen Committee's website.

To become a "scholar":

- Attend X number of Town Council meetings
- Attend X number of Teen Committee meetings
- Attend X number of town committees and/or events

To become a "fellow":

- Do all of the above
- Student enlist the oversight of a teacher at his/her school to review a paper written by the student (length tbd) on the subject

PORTOLA VALLEY TOWN COUNCIL REGULAR MEETING NO. 868, OCTOBER 23, 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
Leigh Prince, Town Attorney
Sharon Hanlon, Town Clerk
Brandi de Garneau, Sustainability and Special Projects Manager

ORAL COMMUNICATIONS

- (1) Presentation: Nicole Pasini, Branch Manager for Portola Valley and Woodside Libraries; San Mateo County Library's 2013 Annual Report [7:33 p.m.]

Ms. Pasini presented the San Mateo County Library's 2013 Annual Report. She reported that over the last fiscal year 90,000 patrons checked more than 95,000 items and 8,000 community members attended the Library's programs. She said services the Library provides to the community also include seminars and classes, as well as outreach to preschool, schools and The Sequoias. She described the implementation of the new nonfiction classification system, which basically replaces the Dewey Decimal System. Since implementation of this new classification system, the Library has seen usage increase 38% in adult nonfiction collections and 26% in children's. In addition to the Library's growing e-book collection, this year they introduced an e-magazine collection and plan to implement local e-music streaming service. Ms. Pasini said the Portola Valley Library is lucky and grateful for the strong Friends group, which is very supportive, providing volunteers and funding most of the Library programs. She thanked the Council and Town Staff for their support of the Library.

In response to Vice Mayor Wengert's question regarding open hours at the Library, Ms. Pasini pointed out that hours have remained largely unchanged for four years, and she'd like to do more community assessment to gauge interest in lengthening hours.

Councilmember Aalfs asked about security of the Library's WiFi connection. Ms. Pasini said their WiFi is an extension of its onsite existing computer services. She said the WiFi is available even when the Library is not open and users must agree to policies before gaining access, which also helps the Library track usage

In response to Councilmember Derwin's question regarding the Library's presence at the Farmer's Market, Ms. Pasini said it's been excellent for outreach, boosting summer reading program participation and enabling the Library to reach people who otherwise wouldn't have been involved.

STUDY SESSION

The joint study session of the Town Council and Planning Commission to begin the Town's work to update the Housing Element was cancelled due to a lack of quorum of Planning Commission members.

CONSENT AGENDA [8:42 p.m.]

- (2) Approval of Minutes: Town Council Regular Meeting of October 9, 2013
(3) Ratification of Warrant List: October 23, 2013 in the amount of \$147,004.99

- (4) Recommendation by Mayor: Adoption of a Proclamation of the Town Council of the Town of Portola Valley Declaring October 20 through October 26, 2013 “Freedom from Workplace Bullies Week” [removed from Consent Agenda]

By motion of Councilmember Driscoll, seconded by Councilmember Aalfs, the Council approved Items 2 and 3 on the Consent Agenda with the following roll call vote:

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

No: None

- (4) Recommendation by Mayor: Adoption of a Proclamation of the Town Council of the Town of Portola Valley Declaring October 20 through October 26, 2013 “Freedom from Workplace Bullies Week” [removed from Consent Agenda]

Councilmember Derwin said she was proud of the Council for agreeing to write this proclamation.

Councilmember Aalfs moved to approve the proclamation. Seconded by Councilmember Derwin, the motion carried 5-0.

REGULAR AGENDA [7:44 p.m.]

- (5) Recommendation by Cable and Utilities Undergrounding Committee: Committee Charter Revisions [7:44 p.m.]

Committee Chair Ken Lavine said that since cable television is no longer a Committee concern, the group is suggesting extending itself as sort of an advisory committee for the Town website and things like that. The drafted charter reflecting those changes was presented for approval.

Vice Mayor Wengert suggested keeping the management of the Town website within the control of staff members, who already are doing a terrific job, instead of bringing in another committee. Mr. Lavine clarified that it was not the Committee’s intention to supplant the staff’s decision-making, but merely to be an advisory group regarding digital access and to help with the cell tower issues, for example.

Councilmember Derwin said she and Mr. Pegueros were at a conference regarding using media to connect more with constituencies, and asked how the Committee could help with that. Councilmember Driscoll said they could act as a resource providing advice on how to accomplish the technical and digital goals – more about the physical aspects and access rather than content. Mr. Pegueros pointed out that the Town’s basic database infrastructure has had no maintenance for more than one and one-half years now. Mr. Lavine said he understood we have now contracted with Redwood City to obtain that level of support and although the Committee planned to steer away from content, they’re also willing to expand the scope if the Town considers it appropriate. Mr. Pegueros pointed out that the Town does need tech people to help with rapidly growing social media and technology issues.

Vice Mayor Wengert asked if the Committee has anything to work on currently. Mr. Lavine said the group continues to deal with undergrounding and cell towers issues. Councilmembers agreed with Councilmember Driscoll’s suggestion to change the title from Utilities and Digital *Media* Committee to Utilities and Digital *Access* Committee. They also agreed that finding a volunteer to manage the database is not within the scope of this Committee. Mr. Pegueros said he’d like to explore with the Committee in greater detail what members envision their role to be with respect to the web portal, but he’s been unable to attend meetings because the Emergency Preparedness Committee has an identical meeting schedule.

The matter was continued to a future meeting.

- (6) Recommendation by Town Manager: Adoption of revised *Advisory Committee Handbook* [7:59 p.m.]

Mr. Pegueros presented the annual update of the *Advisory Committee Handbook* and pointed out three significant changes:

- 1) Elimination of Community Events Committee (CEC) due to lack of volunteers. Events previously managed by the CEC (Town Picnic, Blues & BBQ, Volunteer Appreciation) have been picked up by ad hoc groups or other committees.
- 2) Clarification of Expending Funds. The Town is asking Committee members to submit paperwork in a timely manner to avoid internal control problems.
- 3) Revision of Committee Events. This section was rewritten to align with current procedures, which have been revised over the past year to ensure that Town Center facilities are not overbooked with conflicting events/activities and to keep communications channels open so committees that use the facilities understand and follow through on their responsibilities,

Vice Mayor Wengert asked Ms. de Garneau how she thought the new process would help the problems they are having with events. Ms. de Garneau said she and Administrative Services Manager Stacie Nerdahl are developing an event planning guide for committee chairs, which would spell out expectations and provide tools to help committees have successful events, as well as guard against saturating people with too much information and overburdening Town staff. Ms. de Garneau and Ms. Nerdahl plan to go to committees meetings to present and discuss the revised handbook.

Councilmember Derwin called attention to a statement added to the Committee Communications section, "Letters expressing a position on a policy, issue or event must be pre-approved by the Town Council. Town letterhead may only be used if the letter is signed by the Mayor, an authorized Town staff member, or a committee chair if the letter is pre-approved by the Town Council." She asked whether a particular issue or concern led to that change. Mr. Pegueros said that the first sentence was moved down from the bulleted list that precedes it. The statement about using Town letterhead was added as a point of clarification, he said, not because there was any particular problem.

Councilmember Aalfs moved to approve the revised *Advisory Committee Handbook*. Seconded by Vice Mayor Wengert, the motion carried 5-0.

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

- (7) Reports from Town Manager: Town Newsletter Update [8:12 p.m.]

Mr. Pegueros said that the Town has historically contracted an editor who produced two newsletters (Fall and Spring), with a budget of about \$12,000 per year. In preparation for the budget for FY 2013-14, staff examined the issue of the newsletter and noted it involved a tremendous amount of staff time. It was observed that the current distribution system was not quite working, particularly when examining the users and the number of times the newsletter was actually accessed.

As Mr. Pegueros explained, the Town currently communicates with residents in four primary public fashions – automatic notices through the website (agendas, new events, etc.), e-notices to individuals (currently almost 600) registered for that service; posting content on the PV Forum; occasionally sending out postcards; and the newsletter. Working on a more efficient way to communicate going forward, staff is taking a two-pronged approach. It involves:

- Expanding the use of e-notices and integrating Facebook and Twitter. One of the pieces of the budget included upgrading the website content management system (CMS) that would allow automatic postings to Facebook and Twitter, Mr. Pegueros said. Those two things are moving along

and Mr. Pegueros asked whether the Council is comfortable with that approach as a replacement for the existing newsletter/

- Explore publication of a quarterly electronic newsletter. A good example would be the like the Portola Valley School District (PVSD) *Weekly Post*, which has content that's emailed in to an editor. The Town would solicit volunteers to serve as editors of content that would be pulled together on a quarterly basis. Mr. Pegueros said one of the key issues with content is that it needs to be timely, and one of the problems with the twice-a-year newsletter is that by the time it gets out, oftentimes some of the information is already out of date.

He said the recommendation is to double down on our e-notice system while trying to develop content that's timely and relevant to residents as well as soliciting content from committee members. The second piece would be to produce a quarterly digest of notices as well as solicit specific content from committee members to be edited by a Town volunteer.

Councilmember Driscoll said he's concerned that a segment of our population may not have computers and may rely on what arrives in their mailboxes. Mr. Pegueros said the August 2013 postcard gave residents the option of adding themselves to a U.S. postal mail list; seven households signed up. Mr. Pegueros said more postcards could be sent out offering residents the option of being on an e-mail or U.S. postal list.

Councilmember Derwin asked about streaming video on the Town website, which seems to be a trend in other communities. Vice Mayor Wengert said it had been discussed three or four years ago and could be readdressed. Mr. Pegueros said You Tube offers free streaming video to government agencies, if that interests the Council. Some years ago, Councilmember Driscoll recalled Comcast offering the Town a channel for broadcasting meetings and events. Years ago, Mr. Pegueros said, he also discussed the cost and logistics issues of streaming audio and video when he worked for Los Altos Hills. One major issue, he said, was who would operate the video camera. Another question that concerns Councilmember Driscoll is whether video-recording would change the character of Town meetings.

Councilmember Derwin asked what content a quarterly newsletter might include. Mr. Pegueros said the first piece would be a digest of some e-notices that have gone out and the second piece would be the content we've always had in our newsletters, articles from committees on specific subjects, i.e., letters from the Mayor, etc. The tricky piece, he said, is that all of that could also go through the website as an e-notice, so part of the effort is to figure out how to not oversaturate, to make sure the e-notices remain relevant, but also provide the layer of content and information we need

Vice Mayor Wengert said the saturation point is a good one – we all have so much information to try to take in every day. She said timely and topical e-notices reduce part of the need of the old newsletter. She said the newsletter would be more for human interest, historical discussion, editorials, which is interesting and useful but may not be necessary on a quarterly basis. She thinks it's worth a try but doesn't want to overtax the staff. Mr. Pegueros said he expected a quarterly to be manageable. He said the key is the volunteer editors, as it is with the PVSD newsletter. He further pointed out that the quarterly newsletter approach allows for great analytics and determining content that interests residents.

When Councilmember Aalfs said he's seen Facebook pages that function much like newsletters, Mr. Pegueros said because not everyone is on Facebook or current in technology, he wouldn't want to rely solely on one format. He does, however, want Council confirmation that the newsletter would be discontinued unless they request it.

(8) Reports from Town Manager: Audio/Visual Equipment for Community Hall [8:30 p.m.]

Mr. Pegueros said over the past several months, a number of facility users have complained that the Community Hall audio-visual system is inadequate. Town Staff sets up the equipment for Town events 20 to 25 times per year; it isn't necessarily available to private users. Estimating the cost to provide a new integrated system at \$40,000 to \$45,000, and subtracting staff setup time (about \$6,000) and user fees to

help pay for the new system (another \$6,000), Mr. Pegueros said the Town would reach the expected breakeven point for the new system in about four years. Although it would be a large unbudgeted expenditure, he added, it would be responsive to the community's desire.

Councilmember Driscoll pointed out that the room isn't set up the same way consistently for all presentations, sometimes half the room, sometimes the whole room, and asked how that would be addressed. Mr. Pegueros said that with the integrated system, we could look at just the audio to begin with and then go to the video and screen. He said the audio setup requires specialized knowledge, and while no particular expertise is needed to connect the screen, it's heavy and may not always be needed or desired. He said they could look at breaking the project up, separating the audio and video aspects.

Ms. de Garmeaux said the quote was for a two-zone audio system. She said if we started with the audio, that would be a big improvement and then we could try to find a screen that was lighter. Loans of the screen and projector to private users would be restricted due to the high risk of damage. Councilmember Derwin agreed that the Town should bite the bullet and get a proper system. Vice Mayor Wengert agreed a new system is necessary. Mr. Pegueros said they will discuss it further and bring a proposal back to the Council in January 2014.

(9) Reports from Commission and Committee Liaisons [8:39 p.m.]

Councilmember Aalfs:

(a) Nature and Science Committee

Meeting on October 11, 2013, Committee members:

- Discussed preparation for Bird Day October 27, 2013
- Discussed the Midpeninsula Regional Open Space District (MROSD) Vision Plan Project regarding the Hawthorns, which had good public support and plans for Committee representatives to attend upcoming Vision Plan Project meetings

Councilmember Aalfs also reported that Chet Wrucke, who published a paper tracing the San Andreas Fault rupture in the 1906 earthquake, led a walk. Councilmembers concurred that this information should go to the Geologic Safety Committee.

Councilmember Driscoll:

(b) Cable and Utilities Undergrounding Committee [Note: Covered in Item 5.]

Councilmember Derwin:

(c) City/County Association of Governments (C/CAG)

Items covered at the October 10, 2013, C/CAG Board meeting included discussions on:

- PG&E's presentation of pipeline safety information, which the Board rejected it so further refinements are needed
- The Priority Development Area (PDA) Planning Program being open for applications, with some dates rolled back to give more people more time to apply
- A public member being selected for the Resource Management and Climate Protection Committee

- The C/CAG Investment Policy, which has been required since the market crash
- A summary highlighting accomplishments for FY 2012-13

(d) Connect 13: Strengthening Communities Through Social Media

Councilmember Derwin took part in the day-long conference held on October 23, 2013, sponsored by Assembly Member Kevin Mullin and Supervisor Warren Slocum. Charlene Li, who wrote the book *Open Leadership*, presented the keynote address. Conference presentations included:

- “Leaning into the Future: Social Media 101” with presenters from You Tube, Facebook, Google+ and Zeno Group
- “Generational Divide: 9 to 5 versus Now!” with presenters from Code for America
- “Navigating the Social Media Legal Maze” with presenters from Kerr & Wagstaffe, San Mateo Deputy County Counsel

Vice Mayor Wengert:

(e) SFO Airport/Community Roundtable

Vice Mayor Wengert reported that the meeting of October 10, 2013, at which three ad-hoc Noise Committee members from Portola Valley-Woodside made a presentation, was very productive. She said they asked why the Roundtable doesn't have access to the same level of FAA people that Congresswomen Anna Eshoo and Jackie Speier do, which may lead to a major change. They also got immediate buy-in from the airport people to a request for two permanent noise monitors to take two-week readings every quarter.

Leigh Prince:

(f) Planning Commission

Meeting on October 16, 2013, the Planning Commission discussed:

- A proposal at 5 Naranja Way; following up on several ASCC reviews (on August 27, 2013 with the Planning Commission, September 23, 2013 and October 14, 2013), the Planning Commission approved the project 5-0
- A proposal at 3 Grove Court; the applicants were seeking variances for floor area and height on their project for an historic property that has an underground bunker used during Prohibition
- The Neely/Myers proposal at 555 Portola Road; the continued public hearing covered discussions of a potential conservation easement over a portion of the Meadow Preserve, a potential Williamson Act action

Mayor Richards:

(g) Emergency Preparedness Committee

Meeting on October 17, 2013, Committee members discussed:

- The upcoming joint meeting with the Town Council on October 30, 2013
- Updates on the new radio system
- Progress on the Medical Subcommittee Plan

(h) Conservation Committee

Items discussed at the October 22, 2013 Conservation Committee meeting included:

- Some of the same properties covered during the Planning Commission meeting
- The need for more participation in broom pulls
- The impending launch of the Backyard Habitat Program

WRITTEN COMMUNICATIONS [9:01 p.m.]

(10) Town Council October 11, 2013 Weekly Digest

(a) #6 – Memo from Town Attorney Prince re: Douglas v. Town of Portola Valley

Ms. Prince said Michael Douglas met with her, Deputy Town Planner Karen Kristiansen and Town Planner Tom Vlastic to talk about his new use permit application.

In response to Vice Mayor Wengert's inquiry about whether the \$11,562 covers the Town's legal costs, Ms. Prince said it more than covers the legal costs for that particular motion, not for the whole thing. The Town also has coverage through ABAG, she said, and those financial details have to be worked out.

(b) #7 – Report from San Mateo County Sheriff's Office – Incident Log for 10/2/13-10/7/13

Mayor Richards said Lt. Tim Reed recently reviewed incidents and burglaries and said there hasn't been much of an uptick. Lt. Reed also noted that it was probably friends of teenagers who lived on Willowbrook Drive who perpetrated a burglary there, where blue jeans and a school ring were stolen, and eight burglaries were traced to information about residents' planned absences relayed by a pet boarding operation.

(8) Town Council October 18, 2013 Weekly Digest – None

ADJOURNMENT [9:36 p.m.]

Mayor

Town Clerk

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 1

TOWN OF PORTOLA VALLEY

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

ABAG PLAN CORPORATION	Plaintiff Sanctions (Douglas)	14709	11/13/2013	
			11/13/2013	
PO BOX 2050	0006		11/13/2013	0.00
OAKLAND	BOA	48131	11/13/2013	0.00
CA 94604-2050				11,562.00

GL Number	Description	Invoice Amount	Amount Relieved
05-20-3154	Miscellaneous Receipts	11,562.00	0.00

Check No.	48131	Total:	11,562.00
Total for	ABAG PLAN CORPORATION		11,562.00

ALMANAC	October Advertising	14755	11/13/2013	
			11/13/2013	
3525 ALAMEDA DE LAS PULGAS	0048		11/13/2013	0.00
MENLO PARK	BOA	48132	11/13/2013	0.00
CA 94025				696.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4320	Advertising	696.00	0.00

Check No.	48132	Total:	696.00
Total for	ALMANAC		696.00

AT&T (2)	November Microwave	14710	11/13/2013	
			11/13/2013	
P.O. BOX 5025	877		11/13/2013	0.00
CAROL STREAM	BOA	48133	11/13/2013	0.00
IL 60197-5025				64.25

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	64.25	0.00

Check No.	48133	Total:	64.25
Total for	AT&T (2)		64.25

BANK OF AMERICA	October Statement	14711	11/13/2013	
Bank Card Center			11/13/2013	
P.O. BOX 53155	0022		11/13/2013	0.00
PHOENIX	BOA	48134	11/13/2013	0.00
AZ 85072-3155				1,212.29

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4144	Conservation Committee	353.18	0.00
05-52-4165	Sustainability Committee	82.43	0.00
05-64-4308	Office Supplies	5.43	0.00
05-64-4311	Internet Service & Web Hosting	9.99	0.00
05-64-4312	Office Equipment	39.69	0.00
05-64-4336	Miscellaneous	178.15	0.00
30-70-4479	CIP13/14 Equipment	543.42	0.00

Check No.	48134	Total:	1,212.29
Total for	BANK OF AMERICA		1,212.29

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 2

TOWN OF PORTOLA VALLEY

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

BAYMARK BUSINESS PARTNERS	Building Permit forms	14756	11/13/2013	
		00006158	11/13/2013	
6980 SANTA TERESA BLVD	881		11/13/2013	0.00
SAN JOSE	BOA	48135	11/13/2013	0.00
CA 95119	1131522			1,370.26

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	1,370.26	1,391.64

Check No.	48135	Total:	1,370.26
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Total for	BAYMARK BUSINESS PARTNERS	1,370.26
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MICHAEL BRAY	Reimb for Seismograph Repairs	14712	11/13/2013	
			11/13/2013	
140 CHEROKEE WAY	854		11/13/2013	0.00
PORTOLA VALLEY	BOA	48136	11/13/2013	0.00
CA 94028				46.46

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	46.46	0.00

Check No.	48136	Total:	46.46
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Total for	MICHAEL BRAY	46.46
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BSN SPORTS	Field Fencing	14713	11/13/2013	
		00006156	11/13/2013	
P.O. BOX 7726	0999		11/13/2013	0.00
DALLAS	BOA	48137	11/13/2013	0.00
TX 75209	95653178			1,335.18

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	1,335.18	1,335.19

Check No.	48137	Total:	1,335.18
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Total for	BSN SPORTS	1,335.18
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CAL WATER SERVICE CO	Statements (9/14 - 10/11)	14714	11/13/2013	
			11/13/2013	
	0035		11/13/2013	0.00
	BOA	48138	11/13/2013	0.00
				7,369.66

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4330	Utilities	7,369.66	0.00

Check No.	48138	Total:	7,369.66
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Total for	CAL WATER SERVICE CO	7,369.66
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CARDUCCI & ASSOCIATES INC	Ford Field (Aug/Sept)	14715	11/13/2013	
	Construction Admin		11/13/2013	
555 BEACH STREET, FOURTH FLOOR	0344		11/13/2013	0.00
SAN FRANCISCO	BOA	48139	11/13/2013	0.00
CA 94133	7903/7903A			1,399.60

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4531	Ford Field Renovation	1,399.60	0.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 3

TOWN OF PORTOLA VALLEY

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

CARDUCCI & ASSOCIATES INC	Ford Field Constr Adm (July)	14757	11/13/2013	
			11/13/2013	
555 BEACH STREET, FOURTH FLOOR	0344		11/13/2013	0.00
SAN FRANCISCO	BOA	48139	11/13/2013	0.00
CA 94133	7855			2,472.50

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4531	Ford Field Renovation	2,472.50	0.00

Check No.	48139	Total:	3,872.10
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Total for	CARDUCCI & ASSOCIATES INC	3,872.10
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CASEY CONSTRUCTION INC	Install Antenna Mast at TC	14716	11/13/2013	
			11/13/2013	
619 SYLVAN WAY	2021		11/13/2013	0.00
EMERALD HILLS	BOA	48140	11/13/2013	0.00
CA 94062	05-598			5,293.38

GL Number	Description	Invoice Amount	Amount Relieved
30-70-4479	CIP13/14 Equipment	5,293.38	0.00

Check No.	48140	Total:	5,293.38
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Total for	CASEY CONSTRUCTION INC	5,293.38
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CLEANSTREET	Qtly & Jul-Sept Street/Litter	14758	11/13/2013	
			11/13/2013	
1937 W. 169TH STREET	0034		11/13/2013	0.00
GARDENA	BOA	48141	11/13/2013	0.00
CA 90247-5254	72164/71352			4,790.50

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4262	Street Sweeping	659.52	0.00
20-60-4262	Street Sweeping	2,963.85	0.00
20-60-4266	Litter Clean Up Program	1,167.13	0.00

Check No.	48141	Total:	4,790.50
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Total for	CLEANSTREET	4,790.50
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COMCAST	WiFi (10/20 - 11/20)	14717	11/13/2013	
			11/13/2013	
P.O. BOX 34227	0045		11/13/2013	0.00
SEATTLE	BOA	48142	11/13/2013	0.00
WA 98124-1227				75.70

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	75.70	0.00

Check No.	48142	Total:	75.70
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Total for	COMCAST	75.70
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COTTON SHIRES & ASSOC. INC.	October Applicant Charges	14718	11/13/2013	
			11/13/2013	
330 VILLAGE LANE	0047		11/13/2013	0.00
LOS GATOS	BOA	48143	11/13/2013	0.00
CA 95030-7218				15,763.38

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 4

TOWN OF PORTOLA VALLEY

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

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4190	Geologist - Charges to Appls	15,763.38	0.00

Check No.	48143	Total:	15,763.38
Total for	COTTON SHIRES & ASSOC. INC.		15,763.38

CSMFO	2014 Dues, Nerdahl	14720	11/13/2013	
			11/13/2013	
1215 K STREET	918		11/13/2013	0.00
SACRAMENTO	BOA	48144	11/13/2013	0.00
CA 95814				110.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4322	Dues	110.00	0.00

Check No.	48144	Total:	110.00
Total for	CSMFO		110.00

FERRARI MANAGEMENT CO	Dep Ref (Blue Oak HOA BMR Rev)	14719	11/13/2013	
			11/13/2013	
444 FIRST STREET, #A	419		11/13/2013	0.00
LOS ALTOS	BOA	48145	11/13/2013	0.00
CA 94022				128.40

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	128.40	0.00

Check No.	48145	Total:	128.40
Total for	FERRARI MANAGEMENT CO		128.40

FRANCOTYP-POSTALIA, INC.	Meter Rental (10/9 - 1/8/14)	14721	11/13/2013	
			11/13/2013	
P.O. BOX 4510	0172		11/13/2013	0.00
CAROL STREAM	BOA	48146	11/13/2013	0.00
IL 60197-4510	RI101723108			88.29

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4314	Equipment Services Contracts	88.29	0.00

Check No.	48146	Total:	88.29
Total for	FRANCOTYP-POSTALIA, INC.		88.29

HAYWARD	Parking Lot Stops	14722	11/13/2013	
			11/13/2013	
429 FRONT STREET	1237		11/13/2013	0.00
SALINAS	BOA	48147	11/13/2013	0.00
CA 93901	37008971			359.31

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4342	Landscape Supplies & Services	359.31	0.00

Check No.	48147	Total:	359.31
Total for	HAYWARD		359.31

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 5

TOWN OF PORTOLA VALLEY

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

ICMA	October Def'd Comp	14724	11/13/2013	
VANTAGE POINT TFER AGTS-304617			11/13/2013	
C/O M&T BANK	0084		11/13/2013	0.00
BALTIMORE	BOA	48148	11/13/2013	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.	48148	Total:	500.00
Total for	ICMA		500.00

ICMA	2014 Dues, Pegueros	14762	11/13/2013	
Membership Renewals			11/13/2013	
PO BOX 79403	1123		11/13/2013	0.00
BALTIMORE	BOA	48149	11/13/2013	0.00
MD 21279-0403				1,376.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4322	Dues	1,376.00	0.00

Check No.	48149	Total:	1,376.00
Total for	ICMA		1,376.00

INTEGRAL GROUP, INC.	Library Lighting Design	14723	11/13/2013	
	Progress Pmt		11/13/2013	
427 - 13TH STREET	1369		11/13/2013	0.00
OAKLAND	BOA	48150	11/13/2013	0.00
CA 94612	613117			1,200.00

GL Number	Description	Invoice Amount	Amount Relieved
25-68-4535	CIP13/14 Library Lighting Impr	1,200.00	0.00

Check No.	48150	Total:	1,200.00
Total for	INTEGRAL GROUP, INC.		1,200.00

J.W. ENTERPRISES	Portable Lavs, 10/31 - 11/27	14759	11/13/2013	
			11/13/2013	
1689 MORSE AVE	829		11/13/2013	0.00
VENTURA	BOA	48151	11/13/2013	0.00
CA 93003	171660			235.44

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

Check No.	48151	Total:	235.44
Total for	J.W. ENTERPRISES		235.44

ALVIN JEN	Mileage Reimbursement	14725	11/13/2013	
	(Sust Intern)		11/13/2013	
C/O MICHAEL WISZOWATY	417		11/13/2013	0.00
PORTOLA VALLEY	BOA	48152	11/13/2013	0.00
CA 94028				158.26

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4335	Sustainability	158.26	0.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 6

TOWN OF PORTOLA VALLEY

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

Check No.	48152	Total:	158.26
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Total for	ALVIN JEN		158.26
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JENSEN LANDSCAPE SERVICES INC	Wyndham Dr Repairs	14726	11/13/2013	
1983 CONCOURSE DRIVE	849		11/13/2013	0.00
SAN JOSE	BOA	48153	11/13/2013	0.00
CA 95131	19705			850.00

GL Number	Description	Invoice Amount	Amount Relieved
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20-60-4260	Public Road Surface & Drainage	850.00	0.00
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JENSEN LANDSCAPE SERVICES INC	TC Light Pole Repairs	14727	11/13/2013	
1983 CONCOURSE DRIVE	849		11/13/2013	0.00
SAN JOSE	BOA	48153	11/13/2013	0.00
CA 95131	19704			2,348.00

GL Number	Description	Invoice Amount	Amount Relieved
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05-66-4348	Repairs/Vandalism	2,348.00	0.00
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Check No.	48153	Total:	3,198.00
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Total for	JENSEN LANDSCAPE SERVICES I		3,198.00
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KNIGHT ROOFING	C&D Refund (198 Degas)	14728	11/13/2013	
42035 OSGOOD ROAD	411		11/13/2013	0.00
FREMONT	BOA	48154	11/13/2013	0.00
CA 94539				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
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96-54-4205	C&D Deposit	1,000.00	0.00
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Check No.	48154	Total:	1,000.00
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Total for	KNIGHT ROOFING		1,000.00
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PAUL KOONTZ	Deposit Refund (Blue Oaks)	14729	11/13/2013	
10 LOS CHARROS	377		11/13/2013	0.00
PORTOLA VALLEY	BOA	48155	11/13/2013	0.00
CA 94028				162.50

GL Number	Description	Invoice Amount	Amount Relieved
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96-54-4207	Deposit Refunds, Other Charges	162.50	0.00
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Check No.	48155	Total:	162.50
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Total for	PAUL KOONTZ		162.50
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SUSAN KRITZIK	Reimb for Bird Day	14761	11/13/2013	
15 POSSUM LANE	365		11/13/2013	0.00
PORTOLA VALLEY	BOA	48156	11/13/2013	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
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05-52-4163	Science & Nature	100.00	0.00
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INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 7

TOWN OF PORTOLA VALLEY

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

Check No.	48156	Total:	100.00
Total for	SUSAN KRITZIK		100.00

ROBERT LARSON	Deposit Refund (40 Antonio)	14730	11/13/2013	
			11/13/2013	
50 IROQUOIS TRAIL	372		11/13/2013	0.00
PORTOLA VALLEY	BOA	48157	11/13/2013	0.00
CA 94028				1,219.20

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	1,219.20	0.00

Check No.	48157	Total:	1,219.20
Total for	ROBERT LARSON		1,219.20

MCCLLENAHAN CONSULTING, LLC	Tree Trimming at TC	14731	11/13/2013	
			11/13/2013	
1 ARASTRADERO RD	832		11/13/2013	0.00
PORTOLA VALLEY	BOA	48158	11/13/2013	0.00
CA 94028	62915			4,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4342	Landscape Supplies & Services	4,000.00	0.00

Check No.	48158	Total:	4,000.00
Total for	MCCLLENAHAN CONSULTING, LLC		4,000.00

NOLTE ASSOCIATES, INC	July Applicant Charges	14732	11/13/2013	
			11/13/2013	
P.O. BOX 93243	0104		11/13/2013	0.00
LAS VEGAS	BOA	48159	11/13/2013	0.00
NV 89193-3243				1,848.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4194	Engineer - Charges to Appls	1,848.00	0.00

Check No.	48159	Total:	1,848.00
Total for	NOLTE ASSOCIATES, INC		1,848.00

O. NELSON & SON, INC.	Berm/Asphalt at 165 Sausal	14733	11/13/2013	
			11/13/2013	
3345 TRIPP ROAD	634		11/13/2013	0.00
WOODSIDE	BOA	48160	11/13/2013	0.00
CA 94062	156			2,415.00

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4260	Public Road Surface & Drainage	2,415.00	0.00

Check No.	48160	Total:	2,415.00
Total for	O. NELSON & SON, INC.		2,415.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 8

TOWN OF PORTOLA VALLEY

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

PALO ALTO PLUMBING & AIR INC	Refund Bldg Fees (CX)	14734	11/13/2013	
			11/13/2013	
716 SAN ANTONIO ROAD	549		11/13/2013	0.00
PALO ALTO	BOA	48161	11/13/2013	0.00
CA 94303				56.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4228	Miscellaneous Refunds	56.00	0.00

Check No.	48161	Total:	56.00
Total for	PALO ALTO PLUMBING & AIR INC		56.00

ELIN PEDERSON	Deposit Refund	14739	11/13/2013	
			11/13/2013	
35 GOLDEN OAK DRIVE	374		11/13/2013	0.00
PORTOLA VALLEY	BOA	48162	11/13/2013	0.00
CA 94028				1,162.50

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	1,162.50	0.00

Check No.	48162	Total:	1,162.50
Total for	ELIN PEDERSON		1,162.50

PENINSULA BACKFLOW (DBA)	Ford Field Backflow Testing	14735	11/13/2013	
Chris S. Staggs-Richards			11/13/2013	
51 BROADWAY	383		11/13/2013	0.00
REDWOOD CITY	BOA	48163	11/13/2013	0.00
CA 94063	0906013-2			180.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	180.00	0.00

Check No.	48163	Total:	180.00
Total for	PENINSULA BACKFLOW (DBA)		180.00

PENINSULA OPEN SPACE TRUST	CH Deposit Refund (9/7/13)	14742	11/13/2013	
			11/13/2013	
222 HIGH STREET	780		11/13/2013	0.00
PALO ALTO	BOA	48164	11/13/2013	0.00
CA 94301				1,000.00

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

Check No.	48164	Total:	1,000.00
Total for	PENINSULA OPEN SPACE TRUST		1,000.00

PG&E	October Statements	14736	11/13/2013	
			11/13/2013	
BOX 997300	0109		11/13/2013	0.00
SACRAMENTO	BOA	48165	11/13/2013	0.00
CA 95899-7300				307.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4330	Utilities	307.00	0.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 9

TOWN OF PORTOLA VALLEY

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

Check No.	48165	Total:	307.00
Total for	PG&E		307.00

PLATINUM FACILITY SERVICES	October Janitorial	14740	11/13/2013	
			11/13/2013	
1530 OAKLAND RD., #150	402		11/13/2013	0.00
SAN JOSE	BOA	48166	11/13/2013	0.00
CA 95112	14550			2,793.06

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	722.01	0.00
05-66-4344	Janitorial Services	1,293.20	0.00
25-66-4344	Janitorial Services	777.85	0.00

Check No.	48166	Total:	2,793.06
Total for	PLATINUM FACILITY SERVICES		2,793.06

PORTOLA VALLEY ASSOCIATES	Deposit Refund	14737	11/13/2013	
			11/13/2013	
29 VALLEY OAK	736		11/13/2013	0.00
PORTOLA VALLEY	BOA	48167	11/13/2013	0.00
CA 94028				2,881.28

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	2,881.28	0.00

Check No.	48167	Total:	2,881.28
Total for	PORTOLA VALLEY ASSOCIATES		2,881.28

PORTOLA VALLEY HARDWARE	October Statement	14741	11/13/2013	
			11/13/2013	
112 PORTOLA VALLEY ROAD	0114		11/13/2013	0.00
PORTOLA VALLEY	BOA	48168	11/13/2013	0.00
CA 94028				406.30

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	33.88	0.00
05-58-4240	Parks & Fields Maintenance	32.01	0.00
05-66-4340	Building Maint Equip & Supp	65.86	0.00
20-60-4260	Public Road Surface & Drainage	274.55	0.00

Check No.	48168	Total:	406.30
Total for	PORTOLA VALLEY HARDWARE		406.30

RON RAMIES AUTOMOTIVE, INC.	Aug/Sept Fuel Statements	14743	11/13/2013	
			11/13/2013	
115 PORTOLA ROAD	422		11/13/2013	0.00
PORTOLA VALLEY	BOA	48169	11/13/2013	0.00
CA 94028				1,009.88

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4334	Vehicle Maintenance	1,009.88	0.00

Check No.	48169	Total:	1,009.88
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INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 10

TOWN OF PORTOLA VALLEY

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

Total for RON RAMIES AUTOMOTIVE, INC. 1,009.88

DAVID ROSS	C&D Refund	14744	11/13/2013	
			11/13/2013	
237 CANYON DRIVE	674		11/13/2013	0.00
PORTOLA VALLEY	BOA	48170	11/13/2013	0.00
CA 94028				1,000.00

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

Check No. 48170 Total: 1,000.00

Total for DAVID ROSS 1,000.00

SHERMAN RUTHERFORD	Deposit Refund	14738	11/13/2013	
			11/13/2013	
60 GOLDEN OAK DRIVE	0079		11/13/2013	0.00
PORTOLA VALLEY	BOA	48171	11/13/2013	0.00
CA 94028				2,432.75

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	2,432.75	0.00

Check No. 48171 Total: 2,432.75

Total for SHERMAN RUTHERFORD 2,432.75

SHARP BUSINESS SYSTEMS	October Copies	14745	11/13/2013	
			11/13/2013	
DEPT. LA 21510	0199		11/13/2013	0.00
PASADENA	BOA	48172	11/13/2013	0.00
CA 91185-1510	C800127-541			50.59

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	50.59	0.00

Check No. 48172 Total: 50.59

Total for SHARP BUSINESS SYSTEMS 50.59

SPANGLE & ASSOCIATES	Sept 18 - Oct 24 Statement	14753	11/13/2013	
			11/13/2013	
770 MENLO AVENUE	0121		11/13/2013	0.00
MENLO PARK	BOA	48173	11/13/2013	0.00
CA 94025-4736				40,632.50

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4162	Planning Committee	6,500.00	0.00
05-54-4196	Planner	7,425.00	0.00
96-54-4198	Planner - Charges to Appls	26,707.50	0.00

Check No. 48173 Total: 40,632.50

Total for SPANGLE & ASSOCIATES 40,632.50

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 11

TOWN OF PORTOLA VALLEY

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

STAPLES	September Statement	14746	11/13/2013	
			11/13/2013	
STAPLES CREDIT PLAN	430		11/13/2013	0.00
DES MOINES	BOA	48174	11/13/2013	0.00
IA 50368-9020				120.87

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4308	Office Supplies	120.87	0.00	

Check No.	48174	Total:	120.87
Total for	STAPLES		120.87

STATE COMP INSURANCE FUND	November Premium	14747	11/13/2013	
			11/13/2013	
PO BOX 748170	0122		11/13/2013	0.00
LOS ANGELES	BOA	48175	11/13/2013	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	

STATE COMP INSURANCE FUND	Premium Balance (2012-13)	14748	11/13/2013	
			11/13/2013	
PO BOX 748170	0122		11/13/2013	0.00
LOS ANGELES	BOA	48175	11/13/2013	0.00
CA 90074-8170				5,350.50

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4094	Worker's Compensation	5,350.50	0.00	

Check No.	48175	Total:	7,003.17
Total for	STATE COMP INSURANCE FUND		7,003.17

TOTLCOM, INC.	Annual Maintenance	14750	11/13/2013	
			11/13/2013	
65 HANGAR WAY	349		11/13/2013	0.00
WATSONVILLE	BOA	48176	11/13/2013	0.00
CA 95076	218776			803.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4314	Equipment Services Contracts	803.00	0.00	

Check No.	48176	Total:	803.00
Total for	TOTLCOM, INC.		803.00

TOWNSEND MGMT, INC	Ford Field Inspections (Sept)	14749	11/13/2013	
			11/13/2013	
P.O. BOX 24442	609		11/13/2013	0.00
SAN FRANCISCO	BOA	48177	11/13/2013	0.00
CA 94124				2,470.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-68-4531	Ford Field Renovation	2,470.00	0.00	

Check No.	48177	Total:	2,470.00
Total for	TOWNSEND MGMT, INC		2,470.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

NOVEMBER 13, 2013

Date: 11/06/2013

Time: 6:11 pm

Page: 12

TOWN OF PORTOLA VALLEY

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

U.S. BANK EQUIPMENT FINANCE	November Copier Lease	14754	11/14/2013	
			11/14/2013	
P.O. BOX 790448	472		11/14/2013	0.00
ST. LOUIS	BOA	48181	11/14/2013	0.00
MO 63179-0448	240043463			452.28

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4312	Office Equipment	452.28	0.00

Check No.	48181	Total:	452.28
Total for	U.S. BANK EQUIPMENT FINANCE		452.28

VERIZON WIRELESS	October Cellular	14760	11/13/2013	
			11/13/2013	
P.O. BOX 660108	0131		11/13/2013	0.00
DALLAS	BOA	48178	11/13/2013	0.00
TX 75266-0108				144.62

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	144.62	0.00

Check No.	48178	Total:	144.62
Total for	VERIZON WIRELESS		144.62

VISION INTERNET PROVIDERS INC	Sept/Oct Website Hosting	14751	11/13/2013	
			11/13/2013	
P.O. BOX 251588	827		11/13/2013	0.00
LOS ANGELES	BOA	48179	11/13/2013	0.00
CA 90025	25492/25727			400.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4311	Internet Service & Web Hosting	400.00	0.00

Check No.	48179	Total:	400.00
Total for	VISION INTERNET PROVIDERS IN		400.00

BRUCE WILLARD	Reimb for Debris Boxes	14752	11/13/2013	
	Woodside Highlands MD		11/13/2013	
110 RUSSELL AVE	836		11/13/2013	0.00
PORTOLA VALLEY	BOA	48180	11/13/2013	0.00
CA 94028				900.00

GL Number	Description	Invoice Amount	Amount Relieved
90-00-4375	General Expenses	900.00	0.00

Check No.	48180	Total:	900.00
Total for	BRUCE WILLARD		900.00

Total Invoices: 54

Grand Total:	137,755.36
Less Credit Memos:	0.00
Net Total:	137,755.36
Less Hand Check Total:	0.00
Outstanding Invoice Total:	137,755.36

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
November 13, 2013

Claims totaling \$137,755.36 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: Nick Pegueros, Town Manager

DATE: November 13, 2013

RE: **Resolution to Amend the Adopted Cafeteria Flexible Benefits Plan Document Effective January 1, 2014**

RECOMMENDATION

It is recommended that the Town Council adopt the attached resolution to amend Town's Cafeteria Flexible Benefits Plan Document (Plan Document) which was originally adopted on May 8, 2013.

BACKGROUND

At their meeting on May 8, 2013, the Town Council adopted Resolution No. 2588-2013 which provided an initial implementation of the Cafeteria Flexible Benefits Plan for June 1, 2013 through December 31, 2013. The Town Council subsequently adopted Resolution No. 2608-2013 which modifies the Town's contribution to the flexible benefits plan effective January 1, 2014.

DISCUSSION

The recommendation provides for two significant amendments to the Plan Document. The first amendment adjusts the plan year to align with the calendar year. This is necessary to allow for benefit coordination with the key component of the Plan Document – health insurance. The second amendment incorporates the flexible benefit allowance approved by the Town Council for 2014. This action implements previous Town Council approvals and does not change employee benefits beyond those changes already approved.

FISCAL IMPACT

This action has no fiscal impact.

ATTACHMENTS

1. Resolution of the Town Council of the Town of Portola Valley to Amend the Adopted Cafeteria Flexible Benefits Plan Document Effective January 1, 2014

RESOLUTION NO. _____-2013**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF PORTOLA VALLEY
TO AMEND THE ADOPTED CAFETERIA FLEXIBLE
BENEFIT PLAN DOCUMENT EFFECTIVE
JANUARY 1, 2014**

WHEREAS, on the 8th day of May, 2013, the Town Council of the Town of Portola Valley considered and approved Resolution No. 2588-2013 which adopted the Cafeteria Flexible Benefit Plan Document for the initial seven month plan year of June 1, 2013 to December 31, 2013; and

WHEREAS, it is now necessary to amend the Cafeteria Flexible Benefit Plan Document to allow for a twelve month plan year that begins on January 1st and ends on December 31st of each year; and

WHEREAS, it is also now necessary to amend the Cafeteria Flexible Benefit Plan Document to reflect changes in the employer's monthly flexible dollar amount effective January 1, 2014 and in accordance with Resolution No. 2608-2013 as adopted by the Town Council on the 9th day of October, 2013;

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

1. The amended Cafeteria Flexible Benefit Plan attached hereto as Exhibits A and B, including a Dependent Care Flexible Spending Account and Health Flexible Spending Account, which is effective January 1, 2014, is approved and adopted.
2. The duly authorized agents of the Town are authorized and directed to execute and deliver to the Administrator of the Cafeteria Flexible Benefit Plan one or more counterparts of the Cafeteria Flexible Benefit Plan.
3. The Administrator shall take such actions that are deemed necessary and proper in order to implement the Cafeteria Flexible Benefit Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Cafeteria Flexible Benefit Plan.
4. The duly authorized agents of the Town shall act as soon as possible to notify the employees of the Town of the adoption of the Cafeteria Flexible Benefit Plan by delivering to each employee a copy of the summary description of the Cafeteria Flexible Benefit Plan in the form of the Summary Plan Description.

REGULARLY PASSED AND ADOPTED this 13th day of November 2013.

John Richards, Mayor

ATTEST:

Sharon Hanlon, Town Clerk

EXHIBIT A

**TOWN OF PORTOLA VALLEY FLEXIBLE BENEFITS PLAN
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
TOWN OF PORTOLA VALLEY**

TOWN OF PORTOLA VALLEY FLEXIBLE BENEFITS PLAN

TABLE OF CONTENTS

**ARTICLE I
DEFINITIONS**

**ARTICLE II
PARTICIPATION**

2.1 ELIGIBILITY 2
 2.2 EFFECTIVE DATE OF PARTICIPATION 2
 2.3 APPLICATION TO PARTICIPATE..... 2
 2.4 TERMINATION OF PARTICIPATION..... 3
 2.5 TERMINATION OF EMPLOYMENT 3
 2.6 DEATH 3

**ARTICLE III
CONTRIBUTIONS TO THE PLAN**

3.1 EMPLOYER CONTRIBUTION 3
 3.2 SALARY REDIRECTION..... 4
 3.3 APPLICATION OF CONTRIBUTIONS 4
 3.4 PERIODIC CONTRIBUTIONS..... 4

**ARTICLE IV
BENEFITS**

4.1 BENEFIT OPTIONS 4
 4.2 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT 4
 4.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT 5
 4.4 HEALTH INSURANCE BENEFIT 5
 4.5 DENTAL INSURANCE BENEFIT 5
 4.6 GROUP-TERM LIFE INSURANCE BENEFIT..... 5
 4.7 DISABILITY INSURANCE BENEFIT 5
 4.8 VISION INSURANCE BENEFIT 5
 4.9 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT 5
 4.10 CASH BENEFIT 6
 4.11 NONDISCRIMINATION REQUIREMENTS 6

**ARTICLE V
PARTICIPANT ELECTIONS**

5.1 INITIAL ELECTIONS 6
 5.2 SUBSEQUENT ANNUAL ELECTIONS 6
 5.3 FAILURE TO ELECT 7
 5.4 CHANGE IN STATUS 7

**ARTICLE VI
HEALTH CARE FLEXIBLE SPENDING ACCOUNT**

6.1 ESTABLISHMENT OF PLAN 9
 6.2 DEFINITIONS..... 9

6.3	FORFEITURES	9
6.4	LIMITATION ON ALLOCATIONS	9
6.5	NONDISCRIMINATION REQUIREMENTS	9
6.6	COORDINATION WITH CAFETERIA PLAN	10
6.7	HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS.....	10
6.8	DEBIT AND CREDIT CARDS.....	10

**ARTICLE VII
DAY CARE FLEXIBLE SPENDING ARRANGEMENT**

7.1	ESTABLISHMENT OF ACCOUNT	11
7.2	DEFINITIONS.....	11
7.3	DAY CARE FLEXIBLE SPENDING ARRANGEMENT	12
7.4	INCREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS.....	12
7.5	DECREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS.....	12
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT	12
7.7	ANNUAL STATEMENT OF BENEFITS	12
7.8	FORFEITURES	12
7.9	LIMITATION ON PAYMENTS	12
7.10	NONDISCRIMINATION REQUIREMENTS	12
7.11	COORDINATION WITH CAFETERIA PLAN	13
7.12	DAY CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS	13

**ARTICLE VIII
BENEFITS AND RIGHTS**

8.1	CLAIM FOR BENEFITS	14
8.2	APPLICATION OF BENEFIT PLAN SURPLUS.....	15

**ARTICLE IX
ADMINISTRATION**

9.1	PLAN ADMINISTRATION	15
9.2	EXAMINATION OF RECORDS	16
9.3	PAYMENT OF EXPENSES	16
9.4	INSURANCE CONTROL CLAUSE.....	16
9.5	INDEMNIFICATION OF ADMINISTRATOR	16

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1	AMENDMENT	16
10.2	TERMINATION.....	16

**ARTICLE XI
MISCELLANEOUS**

11.1	PLAN INTERPRETATION	16
11.2	GENDER AND NUMBER	17
11.3	WRITTEN DOCUMENT	17
11.4	EXCLUSIVE BENEFIT	17

11.5	PARTICIPANT'S RIGHTS	17
11.6	ACTION BY THE EMPLOYER	17
11.7	EMPLOYER'S PROTECTIVE CLAUSES	17
11.8	NO GUARANTEE OF TAX CONSEQUENCES.....	17
11.9	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS.....	17
11.10	FUNDING	17
11.11	GOVERNING LAW	18
11.12	SEVERABILITY	18
11.13	CAPTIONS	18
11.14	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	18
11.15	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	18
11.16	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)	18
11.17	COMPLIANCE WITH HIPAA PRIVACY STANDARDS.....	18
11.18	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS	19
11.19	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT.....	19
11.20	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)	19
11.21	WOMEN'S HEALTH AND CANCER RIGHTS ACT	19
11.22	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT	20

TOWN OF PORTOLA VALLEY FLEXIBLE BENEFITS PLAN

INTRODUCTION

The Employer has adopted this Plan effective ~~June 1, 2013~~ January 1, 2014, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as Town of Portola Valley Flexible Benefits Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Care Flexible Spending Arrangement, a Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means ~~June 1, 2013~~ January 1, 2014.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Town of Portola Valley and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premiums.

1.17 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.18 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.19 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.20 **"Plan"** means this instrument, including all amendments thereto.

1.21 **"Plan Year"** means the ~~712~~-month period beginning ~~June~~-January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.22 **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.23 **"Premium Conversion Benefit"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.24 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.25 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.26 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Day Care FSA.** With regard to the Day Care Flexible Spending Arrangement, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Day Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Day Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Care Flexible Spending Arrangement, the Participant may elect to continue his participation in the Plan.
 - (1) If the Participant elects to continue participation in the Health Care Flexible Spending Arrangement for the remainder of the Plan Year in which such termination occurs, the Participant may continue to seek reimbursement from the Health Care Flexible Spending Arrangement. The Participant shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year.
 - (2) If the Participant does not elect to continue participation in the Health Care Flexible Spending Arrangement for the remainder of the Plan Year in which such termination occurs, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Care Flexible Spending Arrangement have already been made for claims incurred up to the date of termination and submitted within 90 days after the end of the Plan Year.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Care Flexible Spending Arrangement during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.
- (e) **Employer Contributions.** With regard to Employer Contributions, if the Participant elects to continue coverage under the Benefit, such contribution shall continue to the Health Flexible Spending Account on behalf of the Participant up to the end of the period for which payments are made to the Plan.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Eligible Employee a monthly flexible dollar amount as follows: Employee -

~~\$668.03~~\$928.00, Employee plus one - ~~\$1,337.26~~\$1,411.00 or, Employee plus two or more - ~~\$1,738.44~~\$1,786.00.

The flexible dollar amount may be used to select one of six (6) PEMHCA medical plans available or any other benefits available in the Employer's Flexible Benefits Plan. In 2013 the Plan options shall include dental and/or vision for dependents, flexible spending account for health or dependent care, or a deferred compensation program. Employees selecting a plan or benefits for which the cost is greater than the Employer's applicable flexible dollar amount shall pay the excess cost.

The Employer shall make available to each Participant with proof of insurance from another source an opt-out payment in-lieu-of participating in the Employer's group medical plan. Monthly opt-out payments are as follows: Employee Only & Employee plus one - \$600.00 or Employee plus two or more - \$800.00.

3.2 SALARY REDIRECTION

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Care Flexible Spending Arrangement
- (2) Day Care Flexible Spending Arrangement

In addition, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit
- (5) Group-Term Life Insurance Benefit
- (6) Disability Insurance Benefit
- (7) Vision Insurance Benefit
- (8) Accidental Death and Dismemberment Insurance Benefit

4.2 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT

Each Participant may elect to participate in the Health Care Flexible Spending Arrangement option, in which case Article VI shall apply.

4.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT

Each Participant may elect to participate in the Day Care Flexible Spending Arrangement option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 GROUP-TERM LIFE INSURANCE BENEFIT

(a) **Coverage for Participant only.** Each Participant may elect to be covered under the Employer's group-term life Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable group-term life Insurance Contracts for use in providing this group-term life insurance benefit, which policies will provide benefits for all Participants electing this Benefit on a uniform basis.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group-term life Insurance Contract shall be determined therefrom, and such group-term life Insurance Contract shall be incorporated herein by reference.

4.7 DISABILITY INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's disability Insurance Contract.

(b) **Long term and/or short term coverage selected by Employer.** The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the Benefits payable from such disability Insurance Contract shall be determined therefrom, and such disability Insurance Contract shall be incorporated herein by reference.

4.8 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.9 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment policies for use in providing this accidental death and dismemberment insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

4.10 CASH BENEFIT

If a Participant does not elect any Salary Redirections, such Participant shall be deemed to have chosen the Cash Benefit as his sole Benefit Option. However, if a Participant fails to make any election of Benefit Option, then the Employer Contribution will be deemed to be waived.

4.11 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premiums apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premiums apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Day Care Flexible Spending Arrangement, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Day Care Flexible Spending Arrangement only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Care Flexible Spending Arrangement as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH CARE FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Care Flexible Spending Arrangement is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Care Flexible Spending Arrangement may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Care Flexible Spending Arrangement. Periodic payments reimbursing Participants from the Health Care Flexible Spending Arrangement shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Care Flexible Spending Arrangement"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Health Flexible Spending Account Remainder Amount"** means that portion of the Employer's Contribution, if any, allocated to the Health Flexible Spending Account, determined assuming that Employer Contributions which are converted to Cafeteria Plan Benefit Dollars are first applied to all other Benefits elected by the Participant under the Plan.

(c) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(d) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Care Flexible Spending Arrangement.

6.3 FORFEITURES

The amount in the Health Care Flexible Spending Arrangement as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Care Flexible Spending Arrangement to the contrary, the maximum amount that may be allocated to the Health Care Flexible Spending Arrangement by a Participant in or on account of any Plan Year is \$2,500.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Care Flexible Spending Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Care Flexible Spending Arrangement, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this

Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Care Flexible Spending Arrangement by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Care Flexible Spending Arrangement for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Care Flexible Spending Arrangement. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Care Flexible Spending Arrangement. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Care Flexible Spending Arrangement for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Care Flexible Spending Arrangement, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Care Flexible Spending Arrangement. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Care Flexible Spending Arrangement.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DAY CARE FLEXIBLE SPENDING ARRANGEMENT

7.1 ESTABLISHMENT OF ACCOUNT

This Day Care Flexible Spending Arrangement is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Day Care Flexible Spending Arrangement.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Day Care Flexible Spending Arrangement"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Day Care Flexible Spending Arrangement purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Day Care Flexible Spending Arrangement.

7.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENT

The Administrator shall establish a Day Care Flexible Spending Arrangement for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Day Care Flexible Spending Arrangement benefits.

7.4 INCREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

A Participant's Day Care Flexible Spending Arrangement shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Day Care Flexible Spending Arrangement pursuant to elections made under Article V hereof.

7.5 DECREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

A Participant's Day Care Flexible Spending Arrangement shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Day Care Flexible Spending Arrangement, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Day Care Flexible Spending Arrangement as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Day Care Flexible Spending Arrangement in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Day Care Flexible Spending Arrangement that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Day Care Flexible Spending Arrangement that not

more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Day Care Flexible Spending Arrangement by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Day Care Flexible Spending Arrangement for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Day Care Flexible Spending Arrangement. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Day Care Flexible Spending Arrangement. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DAY CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

The Administrator shall direct the payment of all such Day Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Health and Day Care Flexible Spending Arrangement Claims.** The Participant must submit all claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

If a claim under the Plan is denied in whole or in part, the Participant will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure.

A level one appeal must be submitted within 180 days of receipt of the denial. Any such request should be accompanied by documents or records in support of the appeal. The Participant may review pertinent documents and submit issues and comments in writing. The claims administrator will review the claim and provide, within 30 days, a written response to the appeal (extended by reasonable time if necessary). In this response, the claims administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. If the Participant disagrees with the level one appeal decision the Participant may submit a request for a level two appeal to be determined by the Employer. The Participant must submit the request for level two appeal within 60 days of receipt of the level one notice. The Participant will be notified within 30 days after the Employer receives the appeal (extended by reasonable time if necessary). The Employer has the exclusive right to interpret the appropriate plan provisions. Decisions of the Employer are conclusive and binding.

The following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Denial or insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	30 days

The Participant must file the appeal by submitting a written request by email, fax, or mail to Flex-Plan and indicate either level one or two appeal on the email, fax, or letter.

Email: claims@flex-plan.com

Fax: 425-451-7002 or 866-535-9227

Mail: Flex-Plan Services, PO Box 53250, Bellevue WA 98015.

The response will provide written or electronic notification of any claim denial. The notice will state:

- (a) The specific reason or reasons for the denial;
- (b) Reference to the specific Plan provisions on which the denial was based;
- (c) A description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures.
- (e) A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- (f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the Participant upon request.

When the Participant receives a denial, the Participant will have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the claim. If the Participant requests, the Participant will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (a) was relied upon in making the claim determination;
- (b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions

have been applied consistently with respect to all claimants; or

(d) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(b) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

- (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

Town of Portola Valley

By _____
EMPLOYER

ADOPTING RESOLUTION

The undersigned Principal of Town of Portola Valley (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on ~~May 8, 2013~~ November 13, 2013, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective ~~June 1, 2013~~ January 1, 2014, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Town of Portola Valley Flexible Benefits Plan and the Summary Plan Description approved and adopted in the foregoing resolutions.

Principal

Date: _____

EXHIBIT B

**TOWN OF PORTOLA VALLEY FLEXIBLE BENEFITS PLAN
SUMMARY PLAN DESCRIPTION**

TABLE OF CONTENTS

I ELIGIBILITY

1.	When can I become a participant in the Plan?.....	1
2.	What are the eligibility requirements for our Plan?	1
3.	When is my entry date?	1
4.	What must I do to enroll in the Plan?	1

II OPERATION

1.	How does this Plan operate?	1
----	-----------------------------------	---

III CONTRIBUTIONS

1.	How much of my pay may the Employer redirect?	2
2.	How much will the Employer contribute each year?	2
3.	What happens to contributions made to the Plan?	2
4.	When must I decide which accounts I want to use?	2
5.	When is the election period for our Plan?	2
6.	May I change my elections during the Plan Year?	2
7.	May I make new elections in future Plan Years?	3

IV BENEFITS

1.	What benefits are offered under the Plan?	3
2.	Health Care Flexible Spending Arrangement.....	3
3.	Day Care Flexible Spending Arrangement	4
4.	Premium Conversion Benefit	4

V BENEFIT PAYMENTS

1.	When will I receive payments from my accounts?	4
2.	What happens if I don't spend all Plan contributions during the Plan Year?	5
3.	Family and Medical Leave Act (FMLA)	5
4.	Uniformed Services Employment and Reemployment Rights Act (USERRA).....	5
5.	What happens if I terminate employment?	5
6.	Will my Social Security benefits be affected?	5

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1.	Do limitations apply to highly compensated employees?	6
----	---	---

VII PLAN ACCOUNTING

1.	Periodic Statements	6
----	---------------------------	---

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

1. General Plan Information..... 6
2. Employer Information 6
3. Plan Administrator Information 6
4. Service of Legal Process 6
5. Type of Administration..... 7
6. Claims Submission..... 7

**IX
ADDITIONAL PLAN INFORMATION**

1. Claims Process 7

APPENDIX II TO THE FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

**X
SUMMARY**

TOWN OF PORTOLA VALLEY FLEXIBLE BENEFITS PLAN

INTRODUCTION

We are pleased to announce that we have established a "Flexible Benefit Plan" for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under

the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

Each year we will make available to you a monthly flexible dollar amount as follows: Employee - ~~\$511.96~~ \$928.00, Employee plus one - ~~\$1,314.31~~ \$1,411.00 or, Employee plus two or more - ~~\$1,795.73~~ \$1,786.00.

The flexible dollar amount may be used to select one of six (6) PEMHCA medical plans available or any other benefits available in the our Flexible Benefits Plan. In 2013 the Plan options shall include dental and/or vision for dependents, flexible spending account for health or dependent care, or a deferred compensation program. If you select a plan or benefits for which the cost is greater than the applicable flexible dollar amount you will pay the excess cost.

If you provide proof of insurance from another source we will provide an opt-out payment in-lieu-of participating in our group medical plan. Monthly opt-out payments are as follows: Employee Only & Employee plus one - \$600.00 or Employee plus two or more - \$800.00.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Day Care Flexible Spending Arrangement, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Care Flexible Spending Arrangement, and you may not change your election to the Health Care Flexible Spending Arrangement if you make a change due to cost or coverage for insurance.

You may not change your election under the Day Care Flexible Spending Arrangement if the cost change is imposed by a dependent care provider who is your relative.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. What benefits are offered under the Plan?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year.

2. Health Care Flexible Spending Arrangement

The Health Care Flexible Spending Arrangement enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Care Flexible Spending Arrangement allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2,500. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry

between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

3. Day Care Flexible Spending Arrangement

The Day Care Flexible Spending Arrangement enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Day Care Flexible Spending Arrangement. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Day Care Flexible Spending Arrangement under our Plan. Ask your tax adviser which is better for you.

4. Premium Conversion Benefit

A Premium Conversion Benefit allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Group term life insurance premiums.
- Dental insurance premiums.
- Disability insurance premiums.
- Vision insurance premiums.
- Accidental death and dismemberment insurance premiums.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from

the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance, group-term life insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Care Flexible Spending Arrangement under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

(b) You will still be able to request reimbursement for qualifying dependent care expenses incurred during the remainder of the Plan Year from the balance remaining in your Day care FSA at the time of termination of employment. However, no further salary redirection and contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.

(c) You may elect to continue your participation in the Health Care Flexible Spending Arrangement for the remainder of the Plan Year.

(d) If you elect to continue your participation in the Health Care Flexible Spending Arrangement, you must continue to make any required contributions to the Plan.

(e) If you elect not to continue participation in the Health Care Flexible Spending Arrangement, participation will cease and no further salary redirection and Employer contributions will be contributed on your behalf. You will be able to submit claims for health care expenses. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Care Flexible Spending Arrangement have already been made. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Town of Portola Valley Flexible Benefits Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of the Plan become effective on ~~June 1, 2013~~ January 1, 2014, which is called the Effective Date of the Plan.

Your Plan's records are maintained on a ~~seventwelve~~-month period of time. This is known as the Plan Year. The Plan Year begins on ~~June-January~~ January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

Town of Portola Valley
765 Portola Road
Portola Valley, California 94028
94-1581254

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Town of Portola Valley
765 Portola Road
Portola Valley, California 94028
(650) 851-1700

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Town of Portola Valley
765 Portola Road
Portola Valley, California 94028

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Flex-Plan Services, Inc.
P.O. Box 53250
Bellevue, WA 98015

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

Claims that are insured or self-funded will be handled in accordance with procedures contained in the insurance policies or contracts. All other general requests should be directed to the Administrator of our Plan. If a Day Care or medical expense claim under the Plan is denied in whole or in part, you will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 180 days after receipt of the denial, you may submit a written request for reconsideration of the denial to the claims administrator.

If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

You must file both level one and level two appeals by submitting a written request by email, fax, or mail. Indicate either level one or two appeal on the email, fax, or letter.

Email: claims@flex-plan.com
Fax: 425-451-7002 or 866-535-9227
Mail to: Flex-Plan Services, PO Box 53250, Bellevue WA 98015..

APPENDIX I TO THE FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. This summary applies to all of the personal health information we maintain with regard to the Plan. Your doctor or health care provider will have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic. During the course of providing you with coverage under the Plan, the Plan will have access to information about you that is deemed to be "protected health information", or PHI, by the Health Insurance Portability and Accountability Act of 1996, or HIPAA. The following is a summary of procedures adopted by the Employer to ensure that both Employer and any third party service providers treat your PHI with the level of protection required by HIPAA.

This summary will provide you with a general overview of the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

Your PHI will be disclosed to certain employees of Employer who assist in administration of the Plan. These individuals may only use your PHI for Plan administration functions including those described below, provided they do not violate the provisions set forth herein. Any employee of Employer who violates the rules for handling PHI established herein will be subject to adverse disciplinary action. Employer will establish a mechanism for resolving privacy issues and will take prompt corrective action to cure any violations.

By adoption of the SPD, Employer has certified that it will comply with the privacy procedures summarized herein and detailed in any separate privacy notice. Employer may not use or disclose your PHI other than as summarized herein or as required by law. Any agents or subcontractors who are provided your PHI must agree to be bound by the restrictions and conditions concerning your PHI found herein. Your PHI may not be used by Employer for any employment-related actions or decisions or in connection with any other benefit or employee benefit plan of Employer. Employer must report to

the Plan any uses or disclosures of your PHI of which the Employer becomes aware that are inconsistent with the provisions set forth herein.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU.

The following categories describe different ways that we use and disclose medical information for purposes of Plan administration. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Payment (as described in applicable regulations). We may use and disclose medical information about you to determine eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage.

For Health Care Operations (as described in applicable regulations). We may use and disclose medical information about you for other Plan operations. These uses and disclosures are necessary to run the Plan.

As Required By Law. We will disclose medical information about you when required to do so by federal, state, or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

SPECIAL SITUATIONS

Disclosure to Health Plan Sponsor. Information may be disclosed to another health plan maintained by Employer for purposes of facilitating claims payments under that plan. In addition, medical information may be disclosed to Employer personnel solely for purposes of administering benefits under the Plan.

Organ and Tissue Donation. If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities.

Workers' Compensation. We may release medical information about you for workers' compensation or similar programs.

Public Health Risks. We may disclose medical information about you for public health activities (e.g., to prevent or control disease, injury, or disability).

Health Oversight Activities. We may disclose medical information to a health oversight agency for activities authorized by law.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release medical information if asked to do so by a law enforcement official for law enforcement purposes.

Coroners, Medical Examiners and Funeral Directors. We may release medical information to a coroner or medical examiner. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU.

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about your Plan benefits. To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to Personnel/Benefits Office, except as otherwise set forth in any separate Privacy Notice provided to you by Employer. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. HIPAA provides several important exceptions to your right to access your PHI. For example, you will not be permitted to access psychotherapy notes or information compiled in

anticipation of, or for use in, a civil, criminal, or administrative action or proceeding. Employer will not allow you to access your PHI if these or any of the exceptions permitted under HIPAA apply. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan.

To request an amendment, your request must be made in writing and submitted to your human resources department. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Is not part of the medical information kept by or for the Plan;
- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Employer must act on your request for an amendment of your PHI no later than 60 days after receipt of your request. Employer may extend the time for making a decision for no more than 30 days, but it must provide you with a written explanation for the delay. If Employer denies your request, it must provide you a written explanation for the denial and an explanation of your right to submit a written statement disagreeing with the denial.

Right to an Accounting of Disclosures. You have the right to request an "accounting of disclosures" (other than disclosures you authorized in writing) where such disclosure was made for any purpose other than treatment, payment, or health care operations. You will be notified of where you can obtain an accounting of disclosure in the separate Privacy Notice. Your request must state a time period that may not be longer than six years and may not include dates before April 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Note that HIPAA provides several important exceptions to your right to an accounting of the disclosures of your PHI. For example, Employer does not have to account for disclosures of your PHI (i) to carry out treatment, payment or healthcare operations, (ii) to correctional institutions or law enforcement officials, or (iii) for national security or intelligence purposes. Employer will not include in your accounting any of the disclosures for which there is an exception under HIPAA. Employer must act on your request for an accounting of the disclosures of your PHI no later than 60 days after receipt of the request. Employer may extend the time for providing you an accounting by no more than 30 days, but it must provide you a written explanation for the delay. You may request one accounting in any 12-month period free of charge. Employer will impose a fee for each subsequent request within the 12-month period.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to your human resources department. We will not ask you the reason for your request. We will accommodate all requests we deem reasonable. Your request must specify how or where you wish to be contacted.

When Employer no longer needs PHI disclosed to it by the Plan, for the purposes for which the PHI was disclosed, Employer must, if feasible, return or destroy the PHI that is no longer needed. If it is not feasible to return or destroy the PHI, Employer must limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible.

CHANGES TO THIS SUMMARY AND THE SEPARATE PRIVACY NOTICE

We reserve the right to change this summary and the separate Privacy Notice that may be provided to you. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The notice will contain the effective date on the front page.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, contact your human resources department except as otherwise provided in any separate Privacy Notice. All complaints must be submitted in writing.

You will not be penalized for filing a complaint.

OTHER USES OF MEDICAL INFORMATION.

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. We are unable to take back any disclosures we have already made with your permission and that we are required to retain our records of the care that we provided to you.

X

SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Brandi de Garmeaux, Sustainability & Special Projects Manager

DATE: November 13, 2013

RE: **Farmers' Market Quarterly Report**

SUMMARY

Per the Town Council's direction at their meeting on July 24, 2013, staff is providing the following quarterly report on the weekly Farmers' Market at the Town Center. The Farmers' Market (market) launched on Thursday, June 13, 2013. Approximately 20 market days have occurred since that date, including three in conjunction with the Town's Summer Concert Series and one in conjunction with the first "Farmers' Harvest Festival." This report provides information on the market schedule and hours, events, vendors, feedback and food trucks at special events.

Schedule and Hours

On October 31st, the market hours changed from 3:00 – 7:00 p.m. to 2:00 – 5:00 p.m. as a result of the end of daylight savings. The day (Thursday) and daylight savings hours were well attended, as they captured both the after-school crowd and the after-work crowd. These hours also allowed for events in conjunction with the market. Staff will report back in the next quarter on the success of the winter hours.

From Ms. Foard, Market Manager:

"I am hopeful that the market is on track to have a decent winter season. We have a very solid selection of offerings, including the hot rotisserie chicken and other take-out/take-home items. We have a very nice selection of veggies and something new every week. Foot traffic is pretty good and it seems like we have lots of repeat customers. Most of the vendors have decent enough sales, some are doing well."

The market will be closed Thanksgiving Day, Thursday, November 28th and the day after Christmas, Thursday, December 26th. Normal winter hours will resume on Thursday, January 2, 2014.

There is interest from the market vendors in holding a market day before Thanksgiving (**Wednesday, November 27th** from 2:00 – 5:00 p.m.). The Town Manager has authorized Ms. Foard to hold the market on a Wednesday for this one occurrence in light of the Thanksgiving Holiday, if there is enough interest from the vendors.

Events

The Farmers' Harvest Festival in October was lots of fun and the overall opinion was that it was a success! The participants and attendees are already thinking of ways to make it bigger and better next year.

We are planning a similar event for the winter solstice on **Thursday, December 19th**, which will include a food truck, hot cider and cocoa truck and the Webb Ranch "train" as the Polar Bear Express (weather permitting). We are also reaching out to the Library and Christ Church to include additional activities, such as the "Imagination Playground."

On **Thursday, November 21st**, Ms. Foard is organizing a Holiday Food Drive with proceeds going to Haven House in Menlo Park. Market volunteer, Brook Coffee, her family and several other locals will deliver the donations at the close of market that day.

On **Thursday, December 5th**, the Town is hosting a speaker event in the Community Hall. Staff will open up the hall at 5:00 p.m. for families that would like to have a picnic before the speaker event. This will be a small test of the "Sharing Supper" idea proposed to the Council in August.

Vendors

As mentioned in the July 24, 2013 staff report, the market will evolve and change, with continued emphasis on finding and engaging local farmers, food artisans, craftspeople and musicians. Ms. Foard has done an excellent job in engaging local food artisans and at least two of the market vendors have developed their business as a result of the Portola Valley Farmers' Market: Wings of Nature (honey) and Portola Valley Bread. A typical market day has 16-18 vendors. The current vendors include:

- Bounty of the Valley
- Crescent Farm (with Everett Farms Flowers)
- El Porteño Empanadas
- Flour Chylde Bakery
- Hand Sown – microgreens, flower & veggie starts
- High Note Coffee
- Jelich Ranch (in season)
- Jerk'N Pickle
- Kidding Around with Chocolate
- LeftCoast Grass Fed Beef
- Little Bee Pops – when weather is warm, 70 degrees +
- Namesake Cheesecake – coming soon
- Nut 'n Bean
- Old Dog Ranch – back on 11/14 with the brand new crop of walnuts!

- One Ocean Seafood
- Portola Valley Bread – brand new
- Portola Valley Vineyards – working on details (no sampling allowed)
- Rio de Parras Organics
- Roli Roti
- Sinbad – brand new, vegetarian salads and burgers
- Triple J Cellars – potatoes, ginger & ginger ale, olive oil (about 2x/month)
- Webb Ranch (in season)
- Wings of Nature Honey (about 2x/month)
- Crafts – one or two each week until Christmas

Feedback from Community/Businesses

As far as we are aware, the market has been well received and there have been no complaints from the neighbors or local businesses. Staff received one complaint from a resident on Farm Hill Road in response to the cones used to alert car traffic to the crosswalk from 3:15 – 4:15 p.m. The SamTrans bus stops across from the market at 3:21 p.m. and again around 4:00 p.m. Staff moved the cone in question closer to the crosswalk to accommodate the request, while still providing the alert to car traffic.

Food Trucks at Special Town Events

At the August 28, 2013 meeting, the Town Council approved the inclusion of food trucks at special Town events. Ms. Foard has organized food trucks for two events: the Farmers' Harvest Festival on October 17th and the Nature & Science Committee's Bird Discovery Day on October 27th. The food truck at the Harvest Festival was well received and helped provide the desired outcome – a dinner option that allows residents to shop at the market, attend evening events, and just hang out and talk because they aren't having to make a choice between getting dinner on the table and coming to the Town Center. The food truck on Bird Discovery Day did not fare as well, perhaps due to its location at the Town Center (far from the bald eagle), the weather and the lack of advertising. Staff will pass on tips to the committee chairs on advertising their events when we meet with them regarding the updates to the Committee Handbook.

CONCLUSION

The Farmers' Market continues to fulfill 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.

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



Town of Portola Valley
Parks & Recreation Committee
Skateboard Ramp Proposal
November 6, 2013

Dear Town Council,

Members of the community approached the Parks & Recreation Committee to see if the Town would be willing to install a skateboard ramp in the Town. We believe there's significant interest in the Town for a skateboard ramp, there's an appropriate site for it, and it can be fully funded by donations from the community.

The proposal is to install a $\frac{1}{4}$ pipe ramp (see Appendix A) on the sports court at the Town Center for a trial period of 12 months. The reason for a trial period is to gauge interest in the ramp and the impact on the Town of having a ramp at the Town Center. If there's significant interest and usage, we will investigate the possibility of whether a larger $\frac{1}{2}$ pipe ramp could be installed at an appropriate location to be determined.

The dimensions of the $\frac{1}{4}$ pipe ramp are 3 feet high, 8 feet wide, and 8 feet long. See Appendix B to see how it fits on the sports court. A $\frac{1}{2}$ pipe would be 6 feet high, 20 feet wide, and 34 feet in long.

The other sites considered for both the trial period and the long term solution include:

1. Near Rossotti's field
 - a. There are two possible locations, both currently in the parking area
 - i. The first is the area next to the soccer field where the Porta Potties currently are
 - ii. The second is in the Town-owned part of the parking area closest to Alpine Inn
2. Ford Field
 - a. There are a few possible areas at Ford Field
 - i. In the parking area near the entrance closest to the creek
 - ii. Behind the batting cage
 - iii. Next to the open space area along the first base line
3. Near Corte Madera School
 - a. In the Town-owned area next to the soccer field near Alpine Road

We also investigated other possible locations owned by business owners and schools including Corte Madera, near Robert's market, etc. We did not reach agreement to locate the skate ramp at any of those locations.

The sports court was selected for the trial period due to its central location in the Town, and its firm, flat surface, as needed for a skateboard ramp.

The cost of the ramp will be approximately \$1,500. All \$1,500 is already committed in writing by residents.

To reduce the impact on other activities at the sports court, we discussed installing a net between the basketball area from the skateboard ramp area. The Parks and Recreation Committee recommends delaying installing a net until after the trial period. The cost of installing a net would raise the costs from \$1,500 to \$2,500 and we expect the impact on other activities to be limited.

There's already a net to separate the tennis courts from the sport court.

It may be necessary to raise the height of the fences near Portola Road (and the other side of the tennis courts) to limit usage of the ramp at night. The cost of this project would also be high and the Parks and Recreation Committee does not believe it's needed or would be effective.

A team has been formed to ensure there's appropriate oversight of the skateboarders and to establish communication with the skateboard community. They are Patrick Sullivan, Mark Sutherland and Dean Asborn. This team will also track the number of skateboarders using the ramp for the trial period. They will log the number of skateboarders they observe using the ramp per week.

Nick Pegueros is working with the Town Attorney and our insurer regarding the town's liability and risk management best practice.

Howard Young will evaluate the ramp to ensure it's assembled correctly and installed appropriately on the sports court. He will also review all safety and operational issues. He'll also look at any additional costs, if any.

Regards,
Jon Myers
Parks & Recreation Committee

APPENDIX A

Quarter Pipe Skateboard Ramp

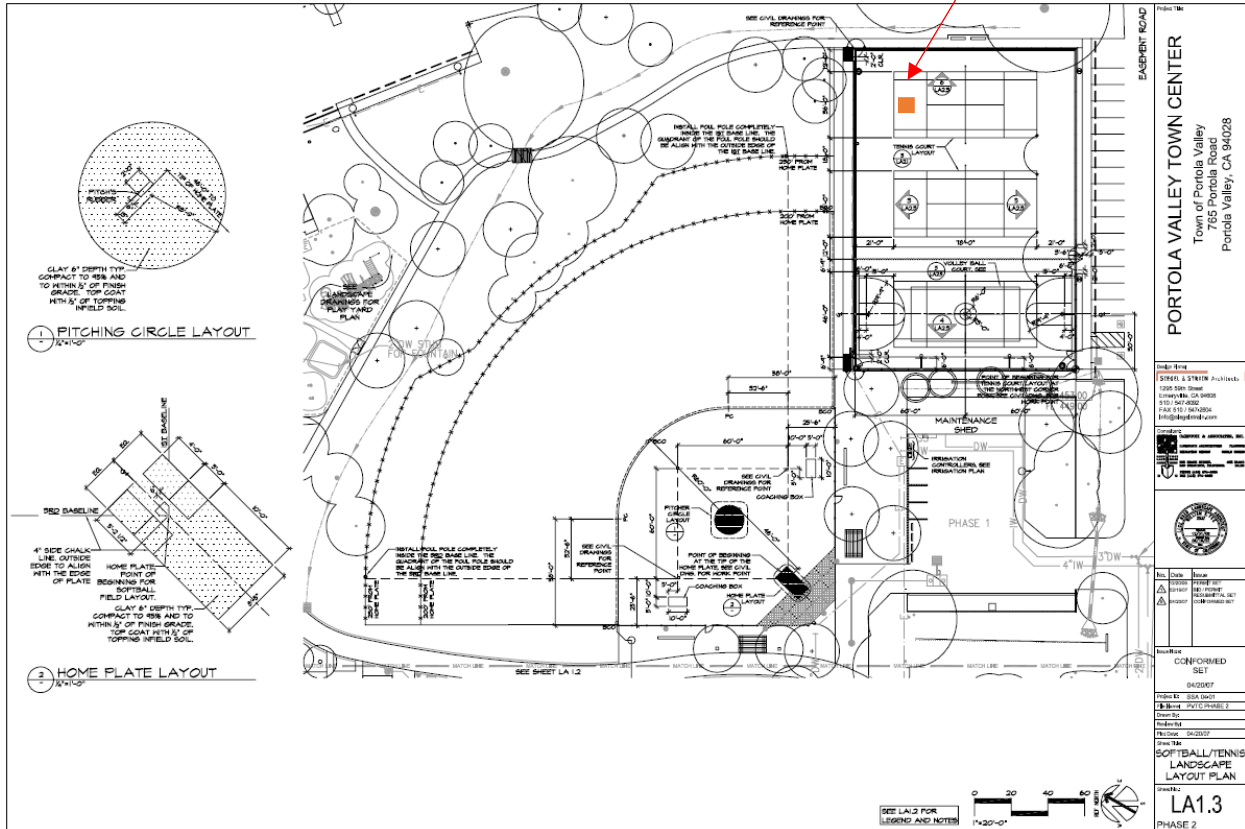


Half Pipe Skateboard Ramp



APPENDIX B

Skate Ramp location

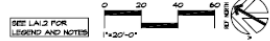


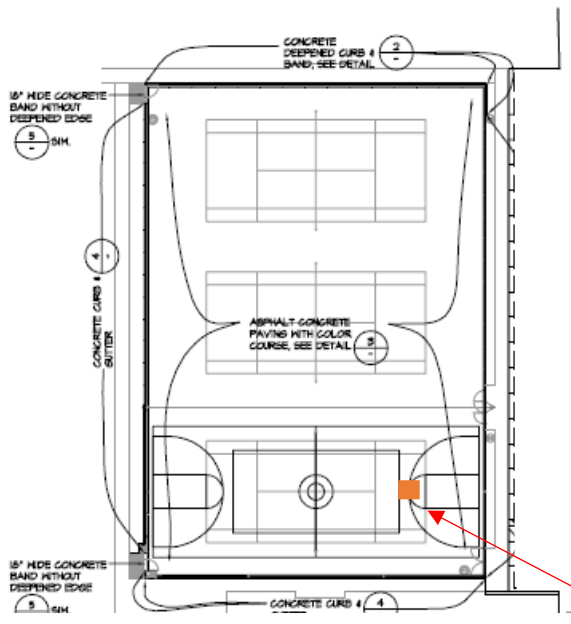
PORTOLA VALLEY TOWN CENTER
 Town of Portola Valley
 765 Portola Road
 Portola Valley, CA 94028

DATE: 8/14/13
 DRAWN BY: SUE HUNT
 CHECKED BY: JEFFREY H. HARRIS
 PROJECT: PORTOLA VALLEY TOWN CENTER
 SHEET: LA1.3

No.	Date	Issue
1	8/14/13	ISSUED FOR PERMIT
2	8/14/13	REVISION
3	8/14/13	REVISION

PREPARED BY: SUE HUNT
 CHECKED BY: JEFFREY H. HARRIS
 PROJECT: PORTOLA VALLEY TOWN CENTER
 SHEET: LA1.3
 PHASE 2





Skate ramp location

Portola Road



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor Richards and Members of the Town Council

FROM: Gary Fitzer, Deputy Building Official

DATE: November 13, 2013

RE: Adoption of the 2013 California Building Code

- 2013 California Building Code – CCR Title 24 Part 2
- 2013 California Residential Code – CCR Title 24 Part 2.5
- 2013 California Electrical Code – CCR Title 24 Part 3
- 2013 California Mechanical Code – CCR Title 24 Part 4
- 2013 California Plumbing Code – CCR Title 24 Part 5
- 2013 California Energy Code – CCR Title 24 Part 6
- 2013 California Historical Building Code – CCR Title 24 Part 8
- 2013 California Fire Code – CCR Title 24 Part 9
- 2013 California Existing Building Code, – CCR Title 24 Part 10
- 2013 California Referenced Standards Code – CCR Title 24 Part 12

RECOMMENDATION

It is recommended that the Town Council review and introduce the proposed Ordinance of the Town Council of the Town of Portola Valley Amending Chapter 15.04 [Building Codes] of Title 15 [Buildings and Construction] of the Portola Valley Municipal Code to Adopt and Updated Building Code.

BACKGROUND

The State of California Building Standards Commission reviews and amends the model codes every three years. In July of this year, the Building Standards Commission published the 2013 California Codes, and local jurisdictions are mandated to begin enforcement six months after the publication date. During this six-month period local jurisdictions are allowed to make amendments to the codes.

If the Town does not make changes to the State Code within 180 days, the provisions of the State Code become effective by default, (Health & Safety Code Section 17958). The last such code adoption by the Town was on December 8, 2010 (Ord. No. 2010-388).

DISCUSSION

If the Town wishes to make changes or modifications to requirements published in the California Building Standards Code (CBSC), it may do so by means of an ordinance. The Town's ability to adopt different codes, however, is somewhat limited. First, the local modification must be substantially equivalent to, or more stringent than the building standards published in the California Building Standards Code. Second, the local jurisdiction is required to make specific or express findings that such changes are reasonably necessary because of local climatic, geologic or topographic conditions, (Health & Safety Code Section 18941.5). Once approved, the express findings along with local amendments in the form of ordinances adopted by the Town are forwarded for review and filing with the California Building Standards Commission. (Health & Safety Code Section 17558.7) The local government findings and modifications are neither effective nor operative until they are filed with the CBSC.

Proposed amendments to the Code for Portola Valley's climatic, geographical or topographical conditions are as follows:

- California Building Code Section 1505 - Roof coverings shall have a Class A fire-retardant roofing assembly.
- California Building Code Section 903 and California Residential Code Section R313 - Automatic fire-extinguishing systems shall be installed in all occupancies as set forth by this ordinance.
- California Building Code Chapter 7A and California Residential Code Section R327 - Ignition Resistant Materials and Construction Methods shall be required as set forth by this ordinance.
- Delete California Residential Code Section R403.1.3 – This exception would allow detached one-and two family dwellings which are three stories or less to have plain concrete footings without steel reinforcement.

Adopted appendices

Staff proposes to adopt the following appendices of the California Residential Code:

- Appendix E: Manufactured Housing Used as Dwelling (excluding Sections AE101 through AE 307). *Specifically addresses the architectural and structural life/safety aspects of the installation of pre-manufactured dwellings*
- Appendix G: Swimming Pools, Spas and Hot Tubs. *Specifically addresses the requirements for swimming pools, spas, and hot tubs. These provisions are not contained in the body of the 2013 CRC, but are still applicable under California's Health and Safety Code.*
- Appendix H: Patio Covers. *Specifically addresses the architectural fire-safety and structural life-safety requirements for residential patio covers, which are not otherwise included in the body of the 2013 CRC.*
- Appendix K: Sound Transmission. *Specifically addresses the sound transmission provisions applicable to residential construction covered by the 2013 CRC.*

No findings are required.

Staff proposes to adopt the following appendices of the California Mechanical Code:

- Appendix B: Procedure to be Followed to Place Gas Equipment in Operation
- Appendix C: Installation and Testing of Oil Fuel-Fired Equipment
- Appendix D: Unit Conversion Tables
- Appendix F: Sizing of Venting Systems
- Appendix G: Example Calculations of Outdoor Air Rate

No findings are required.

Staff proposes to adopt the following appendices of the California Plumbing Code:

- Appendix A: Recommended Rules of Sizing the Water Supply System
- Appendix B: Explanatory Notes on Combination Waste and Vent Systems
- Appendix C: Alternate Plumbing Systems
- Appendix D: Sizing Storm Water Drainage Systems
- Appendix G: Sizing of Venting Systems
- Appendix I: Installation Standards
- Appendix J: Combination of Indoor and Outdoor Combustion and Ventilation Opening Design
- Appendix K: Potable Rainwater Catchment Systems

No findings are required.

The adoption of the current State codes and proposed local amendments do not represent a change in Town policy.

Green Building Code

As part of its triennial update of the California Building Code, the State has updated the California Green Building Code (CalGreen) to require higher green building standards. Under State law, as of January 1, 2014, the Town will need to enforce the new CalGreen and will not be able to enforce its current green building code, at least for a period of time. A couple of key documents are not yet available that the Town needs to assess, revise if necessary, and implement its own green building code if it is to continue in light of the new CalGreen code. As soon as these documents become available, staff will start reviewing and analyzing the information in order to bring a report with recommendations concerning the Town's green building code back to the Town Council in the spring of 2014.

The adoption of the proposed ordinance is exempt from the California Environmental Quality Act (CEQA), as it does not have a potential for causing a significant effect on the environment.

FISCAL IMPACT

There is no significant fiscal impact with the adoption of the latest set of codes beyond the purchase of codes and training of staff estimated at approximately \$2,000 which is included in the adopted 2013-14 budget.

November 13, 2013
Page 4 of 4

ATTACHMENT

1. Ordinance of the Town Council of the Town of Portola Valley Amending Chapter 15.04 [Building Codes] of Title 15 [Buildings and Construction] of the Portola Valley Municipal Code to Adopt and Updated Building Code, including Attachment #1 – Findings for Local Amendments

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

ORDINANCE NO. 2013 - _____**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY AMENDING SECTION 15.04.010 [DEFINITIONS], 15.04.020 [AMENDMENTS TO THE BUILDING CODE], AND 15.04.030 [ADDITIONS TO THE BUILDING CODE] OF CHAPTER 15.04 [BUILDING CODE] OF TITLE 15 [BUILDINGS AND CONSTRUCTION] OF THE PORTOLA VALLEY MUNICIPAL CODE TO ADOPT AN UPDATED BUILDING CODE**

WHEREAS, the Town of Portola Valley ("Town") wishes to adopt a building code in accordance with law and to use the most updated regulations in the processing of development in the Town; and

WHEREAS, because of the Town's unique local climatic, geologic and topographic conditions, as detailed in Attachment 1, the Town desires to make some amendments and additions to the California Building Code.

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

1. Amendment of Code. Section 15.04.010 [Definitions], Section 15.04.020 [Amendments to the Building Code] and Section 15.04.030 [Additions to the Building Code] of Chapter 15.04 [Building Code] of Title 15 [Buildings and Construction] of the Town of Portola Valley Municipal Code are hereby amended to read as follows:

15.04.010 Building Code. The Town's building code is comprised of the following uniform codes:

- A. 2013 California Building Code (Part 2 of Title 24) Based on the 2012 International Building Code (IBC) published by the International Code Council, *with modifications*; and
- B. 2013 California Residential Code (Part 2.5 of Title 24) and Appendices: E: Manufactured Housing Used as Dwelling (excluding Sections AE101 through AE 307). Appendix G: Swimming Pools, Spas and Hot Tubs. Appendix H: Patio Covers. Appendix K: Sound Transmission. Based on the 2012 International Residential Code (IRC) published by the International Code Council, *with modifications*; and
- C. 2013 California Electrical Code (Part 3 of Title 24) Based on the 2011 National Electrical Code (NEC) published by the National Fire Protection Association; and

- D. 2013 California Mechanical Code (Part 4 of Title 24) Based on the 2012 Uniform Mechanical Code (UMC) published by the International Association of Plumbing and Mechanical Officials and Appendices:
- Appendix B: Procedure to be Followed to Place Gas Equipment in Operation
 - Appendix C: Installation and Testing of Oil Fuel-Fired Equipment
 - Appendix D: Unit Conversion Tables
 - Appendix F: Sizing of Venting Systems
 - Appendix G: Example Calculations of Outdoor Air Rate; and
- E. 2013 California Plumbing Code (Part 5 of Title 24) Based on the 2012 Uniform Plumbing Code (UPC) published by the International Association of Plumbing and Mechanical Officials and Appendices:
- Appendix A: Recommended Rules of Sizing the Water Supply System
 - Appendix B: Explanatory Notes on Combination Waste and Vent Systems
 - Appendix C: Alternate Plumbing Systems
 - Appendix D: Sizing Storm Water Drainage Systems
 - Appendix G: Sizing of Venting Systems
 - Appendix I: Installation Standards
 - Appendix J: Combination of Indoor and Outdoor Combustion and Ventilation Opening Design
 - Appendix K: Potable Rainwater Catchment Systems; and
- F. 2008 California Energy Code (Part 6 of Title 24) Previously adopted; and
- G. 2013 California Historical Building Code (Part 8 of Title 24, Building Standards) Approved by the Commission for the 2007 California Historical Building Code; and
- H. 2013 California Fire Code (Part 9 of Title 24) Based on the 2012 International Fire Code (IFC) published by the International Code Council; and
- I. 2013 California Existing Building Code (Part 10 of Title 24) Appendix Chapter A, Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings, based on the 2006 International Existing Building Code (IEBC) International Code Council; and
- J. 2013 California Referenced Standards Code (Part 12 of Title 24) Building Standards adopted by the Commission for the 2010 California Referenced Standards Code.

15.04.20 Amendments to the Building Code. The following changes and/or modifications to the Building Code are found to be reasonably necessary to mitigate the described impacts which are caused by local climatic, geologic and topographic conditions:

A. Chapter 7A of the California Building Code and Section R327 of the California Residential Code is amended to read:

1. All new buildings shall comply with the Materials and Construction Methods for Exterior Wildfire Exposure.

No existing residential building or structure shall be required to conform in its entirety to the requirements of this Section, unless the additions, alterations or repairs to the existing building or structure within any twelve month period affects fifty percent or more of the exterior wall plane surface, or affects fifty percent or more of the floor area.

- a. Where no studs remain or, if some studs remain, the wall except for the studs has been stripped bare such that one can see through the wall, the wall affected by such changes shall be included in computing the amount of affected exterior wall plane surface for the purpose of applying this section.

- b. Where any structural changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and covering, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing affected floor areas for purposes of applying this section.

- c. Exceptions:

- i. A one-story detached accessory building used as a tool or storage shed, playhouse, or similar use provided the floor area does not exceed 120 square feet.
- ii. An ornamental landscape structure (e.g. trellis, gazebo) with a projected roof area that does not exceed 120 square feet and that is not within fifty feet from a non-exempt structure.
- iii. An animal shade structure with a projected roof area that does not exceed 120 square feet.
- iv. An agricultural building, that is defined as a non-residential structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticulture products. "Agricultural building" shall include green houses.

2. Any addition, alteration, or repair to any building regardless of cause, size, or location, unless otherwise exempt, shall comply with the requirements as specified in Chapter 7A of the 2013 California

Building Code or Section R327 of the California Residential Code as follows:

- a. Exterior walls. Exterior walls shall be approved noncombustible or ignition-resistant material, heavy timber (HT) as defined by California Building Code, Section 602, or log wall construction or shall provide protection from the intrusion of flames and embers in accordance with standard SFM 12-7A-1.
 - i. Exception: Nonstructural repairs involving less than ten percent of the exterior wall surface to an existing building or structure within any one-year period are permitted to be made of the same materials of which the building or structure is constructed.
 - b. Exterior windows and exterior glazed door assembly requirements. Exterior window, window walls, glazed doors, and glazed openings within exterior doors shall be insulating-glass units with a minimum of one tempered pane on the exterior side, or glass block units, or have a fire-resistance rating of not less than 20 minutes, when tested according to NFPA 257, or in accordance with Section 715, or conform to the performance requirements of SFM 12-7A-2.
 - c. Underside of Appendages (exterior decks). The underside of decks shall be enclosed to grade or the underside of the exposed under-floor shall be protected in accordance with the requirements of this chapter.
3. Compliance with the vegetation clearance requirements found in 701.A.5 and R327.1.5 of the California Residential Code is not required.
- B. California Building Code Section 903, Automatic Sprinkler Systems – Minimum Requirements, is amended to read:
1. The following requirements shall apply to all new buildings or structures requiring a building permit issued by the Town.
 - a. Except as otherwise provided by this section, or as provided under 903.3.1.1 of the 2013 Edition of the California Building Code, automatic fire sprinkler systems shall be installed and maintained in every new building or structure of any type, use, occupancy or size, which requires a building permit issued by the Town.

- b. The term “automatic fire sprinkler system” as used in this section means an integrated system of underground and overhead piping, including a water supply such as a gravity tank, fire pump, reservoir, pressure tank, or connection by underground piping to a fire main, which complies in all respects with the requirements for such systems contained in standards issued by the National Fire Protection Association based upon occupancy classification.
 - 2. The following structures are exempt from the requirements of this section:
 - a. Agricultural Buildings. For the purposes of this section, an “agricultural building” is defined as a non-residential structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. “Agricultural building” shall include green houses.
 - b. Non-residential structures less than 1,000 square feet in floor area.
 - 3. The requirements of this section are intended to represent minimum standards for new construction. Nothing in this section shall prevent the fire authority from adopting and enforcing any regulations, which impose more stringent requirements. Further, any requirements of the California Building Code, the California Fire Code or the State Building Standards Code, which is more restrictive, specifies higher standards or mandates specific locations within a structure for automatic sprinkler systems shall be applicable.
- C. California Residential Code Section R313, Automatic Sprinkler Systems, is amended to read:
- 1. No existing residential building or structure shall be required to conform to the requirements of this section, unless the existing dwelling is already equipped with an automatic sprinkler system or the additions, alterations or repairs to the existing building or structure within any twelve month period affects fifty percent or more of the exterior wall plane surface, or affects fifty percent or more of the floor area.
 - a. Where no studs remain or, if some studs remain, the wall except for the studs has been stripped bare such that one can see through the wall, the wall affected by such changes shall be included in computing the amount of affected

exterior wall plane surface for the purpose of applying this section.

- b. Where any structural changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and covering, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing affected floor areas for purposes of applying this section.

D. California Building Code Section 1505, Minimum Roofing Standards for Fire Resistance, is amended to read:

1. The following requirements shall apply to all buildings or structures, which require a building permit issued by the Town.
 - a. The roof covering of every building or structure, and all materials applied as part of a roof covering assembly, shall have a minimum fire rating of Class "A" or higher. Where required by the California Building Code, or other provision of law, roof coverings must meet a higher fire rating.
 - b. This section shall not apply to buildings or structures that are less than 120 square feet in size that do not require a permit.
 - c. Not more than twenty-five percent of the roof covering of any building or structure shall be replaced in any twelve-month period unless the new roof covering is made to conform to the requirements for new buildings or structures.
2. The requirements of this section are minimum standards. Where the California Building Code, the California Fire Code, or the State Building Standards Code contain higher standards or additional or more stringent requirements than required by this section, those additional or more stringent requirements shall apply. Further, nothing in this section shall prevent the presiding fire authority from adopting and enforcing regulations imposing more stringent requirements.

E. California Plumbing Code Section 1210.18, Earthquake-Actuated Gas Shutoff Valves, is adopted.

F. Delete California Residential Code Section R403.1.3 – Construction of a foundation for a detached one-and two family dwelling without steel reinforcement is not permitted.

15.04.030 Administration of the Building Code. The following are modifications to the California Building Code to facilitate its administration. California Building Code Chapter 1, Scope and Administration, Divisions I and II are amended to read as follows:

- A. The *Department of Building Safety* in Section 103 shall mean the "Building Department".
- B. Section 105.1.1 *Annual permit* is deleted.
- C. Section 105.2 *Work exempt from permit*, a building permit shall not be required for the following:
 - 1. One-story detached accessory building used as a tool or storage shed, playhouse, and similar use provided the floor area does not exceed 120 square feet.
 - 2. Movable cases, counters and partitions not over five feet nine inches high.
 - 3. Retaining walls that are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
 - 4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
 - 5. Platforms and walks, not more than 30 inches above grade and not over any basement or story below.
 - 6. Painting, papering and similar finish work.
 - 7. Window awnings; supported by an exterior wall for Group R, Division 3 (Single Family Residence), and Group U (Private Garage) Occupancies when projecting not more than 54 inches.
 - 8. Prefabricated swimming pools accessory to a Group R, Division 3 Occupancy in which the pool walls are entirely above the adjacent grade, and if the capacity does not exceed 5,000 gallons.

Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for the above-exempted items.

Exemption from the permit requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the

provisions of the building code or any other laws or ordinances of the Town, (e.g. Planning/Zoning).

D. Section 109.6 *Refunds* is amended as follows:

1. The Building Official may authorize refunding of any fee paid hereunder, which was erroneously paid or collected.
2. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

E. Section 111.2 *Certificate issued* is amended: After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building department, the building department shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name of the owner.
4. The name of the contractor.
5. A description of the structure for which the certificate was issued.
6. The type of construction as defined in Chapter 6.
7. The name of the Planning Director and Building Official.
8. Any special stipulations and conditions of the building permit.

F. Section 113 *Board of Appeals* shall mean Town Council.

2. Environmental Review. Pursuant to Guideline Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this ordinance is exempt from the provisions of the CEQA, as it does not have a potential for causing a significant effect on the environment.

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

4. Effective Date; Posting. This ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town in three public places.

INTRODUCED:

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

By: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment 1

I. CHANGES OR MODIFICATIONS

Pursuant to State Law, the Town Council of the Town of Portola Valley, in its ordinance adopting an updated building code, changes or modifies certain provisions of the California Building Code as it pertains to the regulation of the fire and structural safety of buildings. Specifically, such changes or modifications are that all roofing materials on all structures are to be Class A or better. New structures with specific exceptions must install automatic fire sprinkler systems. Any new structure shall be constructed with ignition resistant materials and construction methods. Plain concrete footings without steel reinforcement for detached dwellings is prohibited.

II. FINDING

Pursuant to State Law, including but not limited to Sections 13143.5, 18941.5, 17958.5 and 17958.7 of the California Health and Safety Code, the governing body of the Town of Portola Valley finds that the changes or modifications are reasonably necessary due to certain local climatic, geologic and topographic conditions as described below, which can and do create situations resulting in extremely uncontrollable and contagious fire situations, leading to excessive harm and danger to life and property in the community.

III. LOCAL CONDITIONS

The following local conditions make necessary the changes or modifications in the California Building Code and the State Building Standards Code in order to provide a reasonable degree of fire and life safety in this Town.

A. CLIMATIC

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year—96 percent falls during the months of October through April, and four percent from May through September, leaving a dry period of at least five months each year. Relative humidity remains in the middle range most of the time, ranging from 45 to 65 percent in the winter, but occasionally falling as low as 15 percent. Temperatures from June through September average above 80°F. It is not unusual to experience several continuous days with temperatures in the mid to high 90s.

Prevailing winds in the area come from the west. However, winds are experienced from virtually every direction at one time or

another. Velocities are generally in the 12 MPH range, gusting from 25 to 35 MPH.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wooden roofs. Such dryness causes these materials to rapidly ignite and burn intensely. Because of dryness, a rapidly burning grass fire or exterior building fire will quickly transfer to other buildings with dry shake or shingle roofs by means of radiation or flying brands, sparks and embers. Where there are large and/or numerous buildings with untreated shake or shingle exteriors, a small fire can rapidly grow to a magnitude beyond the control capabilities of the fire department, resulting in an excessive fire loss to the community.

The average rainfall is frequently surpassed by concentrated periods of heavy rainfall. This factor combined with soil types, terrain, and existing road systems, have led to landslides and flooding across both Town and private road systems. The blockage of access routes delays and/or prevents the ability of fire apparatus to respond to emergency scenes. Although the Town has identified roads traditionally susceptible to closure, clearing of these routes remains dependent upon knowledge and availability of resources. During 1997 and 1998, partial or complete road blockages were identified on Alpine Road, Wayside Road, Minoca Road, and Escobar Road.

In addition to causing fires to burn and spread rapidly, wind(s) frequently cause(s) tree limbs to break and trees to fall, which can damage electrical transmission lines. Fallen power lines not only cause power outages but, also spark fires. Local winds will continue to be a definite factor of major fire loss to buildings lacking fire resistive roofs and automatic sprinkler systems.

B. GEOLOGIC

(a) Conditions

The Town is located in close proximity to the San Andreas Fault. Buildings and other structures can experience major seismic damage, such as in the Loma Prieta earthquake in 1989. The area is replete with various soils and areas with significant movement potential.

(b) Impact

The Town is located in an active seismic area. A higher level of performance is expected from buildings and structures in this region. The requirement for the installation of steel reinforcing in concrete footings will improve the durability and performance of buildings. A major earthquake could result in the cutting-off of response routes of fire companies by damaged and/or blocked roads. Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, can cause power failures and start fires throughout the Town and county. The occurrence of multiple fires will quickly disperse existing fire department resources, thereby reducing and/or delaying their response to any given fire. Even minor seismic activity has an adverse impact on fire protection. Any earth movement which causes buildings to move creates cracking and warping of walls, smoke barriers, door frames, etc., thereby negating the effectiveness of building elements intended to prevent fire and smoke from spreading within the building.

Additionally, these soils are susceptible to seismic shock and moisture concentrations that may result in landslides in hilly and creek-side areas along fire department access/response routes. Such restriction of response routes can result in major fire losses in locations where buildings are covered with untreated wood shakes or shingles, particularly where these structures have no automatic fire protection systems such as sprinklers.

C. TOPOGRAPHIC

(a) Conditions

Large areas of highly combustible dry grass, weeds, brush, and trees adjacent to structures are common throughout the Town. Above ground electrical power transmission lines are suspended through trees and above large areas of dry vegetation. The hilly terrain, limited surface streets, and arrangement of man-made features around many buildings preclude, or greatly limit, any approach to all but one side.

(b) Impact

Above ground electrical transmission lines are subject to damage from overloading, winds, trees, earthquakes, and motor vehicle collisions. Fires involving large areas of dry vegetation can quickly grow to a magnitude beyond local fire department capabilities. The limited number of response routes and the lack of feasible alternate routes compound this problem. Additional delays must be anticipated due to attempts on the part of residents to flee or enter

the fire area. Fire damage from these delays results in the need for additional suppression resources to obtain control. The combination of buildings with untreated wood shake or shingle roofs and without fire sprinkler systems and impeded access for the fire department can readily result in multiple building fires and major fire losses.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Nick Pegueros, Town Manager

DATE: November 13, 2013

RE: **Extended Winter Closure for Town Hall**

RECOMMENDATION

The recommendation is that the Town Council consider approval of an extended winter closure for Town Hall that would require employees to use accrued paid time off (PTO) or take the time off as unpaid. The additional dates for closure recommended are Monday, December 23rd and Tuesday, December 24th.

DISCUSSION

Town Hall closes each year for Christmas Day, New Year's Day, and the business days in between. With both Christmas Day and New Year's Day landing on a Wednesday, a number of staff members have requested authorization for extended time off, using accrued paid time off (PTO). Due to minimum staffing levels, however, several PTO requests have been denied. Given that the services required by Town residents are typically minimal at the end of the year, the recommendation is to consider closing Town Hall on December 24th and 25th.

The largest benefit of closing the additional days is a reduction in the Town's personnel expense and liabilities (much like a furlough). Staff members would be asked to decide in advance of the closure whether they wanted to use their accrued PTO or take the time as unpaid leave. If a staff member decides to take the time unpaid, the Town would save salary, CalPERS pension, Social Security, and Medicare expenses for the unpaid time off. If a staff member decides to use accrued PTO in order to receive salary for the additional days closed, the Town's compensated absence liability would decrease. Compensated absences are liabilities held by the Town for PTO earned by the staff member but not used. Upon retirement, resignation, or termination, the Town is required to pay out the accrued compensated absence at the employee's hourly rate as of the date of separation. Please note that compensated absences do not include sick leave balances, as this benefit carries no cash value upon an employee's separation,

nor would staff be allowed to use sick leave during the extended closure. The compensated absence liability is calculated annually and reported on the Town's financial statements. As of June 30, 2013, the total compensated absence liability was \$62,248.

A key consideration in this request is the availability of staff should there be severe winter storm or an emergency event. For the duration of the holiday closure, it is anticipated that maintenance and senior staff members will be local and able to report to Town to address any emergency needs. If a staff member should need to report to work on one of the extended closure days, s/he would be paid at his or her regular rate for the hours worked.

FISCAL IMPACT

Based on a survey of staff members, if the Town Council approves the extended closure for December 23rd and December 24th, the Town's compensated absence liability will be reduced by \$3,280 and personnel cost savings of \$3,359 will be realized as the result of employees deciding to take the two days off as unpaid leave.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Nick Pegueros, Town Manager

DATE: November 13, 2013

RE: **Planning for the Town's 50th Anniversary Celebrations**

At their meeting on October 23rd, the Town Council requested a report on existing efforts to celebrate the 50th Anniversary of Portola Valley's incorporation. An ad-hoc group of town residents have organized and the attached memo, drafted by Cindie White, documents the effort currently underway by the group.

A key theme in planning this event has been an emphasis by the organizers on the town's roots in volunteerism and frugality. As such, Town staff has not participated in the group's efforts and no Town funds have been expended to date. The plans outlined in the attached report would require some staff support and some funds.

50th Anniversary Celebration of Portola Valley's Incorporation

*Sunday, September 21, 2014 * Town Center * 4:30 - 8:00 pm*

Annual Celebration.

Seasonal games, activities and community outreach.

Culminating with a throw-back celebration,

Barn Dance Style.

A celebration that aligns with the 1964 Founding Principles.

Background

Town of Portola Valley Incorporated in 1964

By the early 1960s, many residents had become alarmed by increasing pressures for housing and business expansion. Therefore, in 1964, they voted to incorporate in order to have local control over development. The goals were:

- 1) to preserve the beauty of the land
- 2) to foster low-density housing
- 3) to keep government costs low by having a cadre of volunteer
- 4) to limit services to those necessary for local residents.

The incorporating committee envisioned a community grounded in 3 values:

- 1) Frugality
- 2) Volunteerism
- 3) Respect for the land

*In the spirit of Portola Valley's Incorporation,
we will celebrate 50 years of . . .*

Preserving the beauty of the land

- Low-density development
- Expansive views of nature
- Extensive trail system
- Protected open space

Volunteers and donors

Local food, artists, business, and entertainment

Low costs (no money exchanged, no tickets sales, minimize budget)

50th Anniversary Celebration Goals:

1. Highlight and celebrate the unique character of Portola Valley that has been preserved through incorporation
2. Strengthen our community:
 - Through common purpose (Portola Valley)
 - By facilitating intergenerational connection
3. Reinforce values that will preserve the unique character of Portola Valley for another 50 years
 - Engage (the children, our future)
 - Evoke (in those who have forgotten)
 - Inspire (those who don't know)

2014 Seasonal Events (building blocks)

Winter:

Thank a volunteer day!

- Post volunteer organizations and names
- Encourage community to thank a volunteer they know

Get Schools Involved

- Meet with PTA, Principals, and/or School Board for ideas and support
- Art contest, Elder Interview Project, or other

Spring:

Hit the Streets with a Video Camera asking the question:

What do you like best about Portola Valley?

Game Day or Month - How well do you know your town?

- Have young kids interview the elders for Town lore
- Treasure or scavenger hunt
 - Flora scavenger hunt
 - Cardboard animals hidden, give clues to find Fauna
 - 30 Photos of Windy Hill, figure out where they were taken
 - History
- Plant seeds and bulbs, pick up trash, pull weeds
- Hiking tours to highlight trail system
- Historic tours (by bus or bike)

Summer:

Allocate one night from the Summer Concert Series to 1964 Dance Party

- DJ
- Costumes

Fall:

Large celebration at Town Center, Sunday, September 21st, 2104

September 21, 2014 * Celebration Elements * Town Center

Decor

Nature

Fall harvest

Environment

Homegrown flowers

Games and Crafts

Charades

Bobbing for apples

Pie Tasting Contest

1964 and Portola Valley Team Trivia

Old Fashioned Game Corner: *Jacks, marbles, pick up sticks, Jump rope & hop scotch*

Kick Ball

Tug of war

Crafts: *Weavers, spinners, knitters...*

Cake Walk

Food

Local growers

Home cooked items

Wine from our PV vineyards

Pie bake-off

Potluck

Popcorn Machine

Hand-Cranked Ice Cream

Cake Walk

Music, Dance

Local band before/during dinner

Organized Square Dance with caller after dinner

Other Entertainment

History: *make shift museum of General Plan, photos, art, lore, books, and artifacts*

Fire: *Oral Story Telling, Lore, Skits (reenact history)*

Barter Stations (?): *Food, Crafts, Garden Share Corner, Other*

Ceremony

Welcome committee to integrate people as they arrive

Opening Ceremony

A brief history and perspective

Quotes from the general plan

Time Capsule

Closing Ceremony

Administration

Budget

In the spirit of "frugality" we will minimize expenses

- September 21st will be "Pot Luck"
- Decorations - seasonal nature and environment

Expenses for September 21 Celebration

- Port-o-potties
- Tables, chairs, table clothes, utensils (?)
- Square Dance Caller
- Sound System
- Other

Marketing

Town Center Website

- A monthly blog
 - History Tid Bits
 - Post Nancy Lund/Virginia Bacon Historic Interviews
 - Post "Hit the Streets" video snippets (see page 3)
 - Promote upcoming games and events
 - Recap ongoing events
- Post art from the local schools related to the celebration

PV Forum

Bulletin Boards in Town

Sequoias

Farmer's Market

Almanac

Churches

Email Chain (Friends)

Next Steps:

Meet with 50th Celebration Committee to Assign Subcommittee Chairs

Identify People in Our Community (who is here, what do we do)

Celebrate and draw attention to diversity

- Nobel prizewinners
- Film makers
- Poet Laureate
- United Nations
- Local government
- Committees
- Volunteers
- Special Interests
- 50 year residents
- Census Statistics
- Youngest resident
- Range of Careers
- 30 year residents
- 20 year residents
- Girls Scouts/Boy Scouts/4H

Outline Natural Environment (what is here and where is it)

- Flora and Fauna
- Water, mountains, climate, fault lines
- Trail system
- Open Space

Research History of the Incorporation

The Town of Portola Valley is a General Law City, operating under a Council-Mayor form of governance.

Locate 50 year residents and take photo

Identify Portola Valley "Incorporation Organizing Committee Members"

Larry Lane, Chairman
Bob Brown
George Mader

Bill Lane
Sam Halstead
Al Schreck

Recruit Volunteer Photographer to document the year

Create Community

Engage Local Groups and Organizations:

Schools

Ormondale
Corte Madera
Windmill
Carillon
Priory

Town Committees

Churchs

Valley Presbyterian
Christ Episcopal Church
Our Lady of the Wayside

Elders

Historic Committee

Sequoias

Girl Scouts/Boy Scouts

Stitching group - perhaps a PV 50 year quilt or flag

Engage Town Businesses

50 years of service . Mark Paris, George Roberts, The Ramies Family etc

50 years of spirituality - three churches, monks at priory

50 years of wine

50 years of art

50 years of fruit

Other

50th Celebration Jump Start Committee

Danna Breen and Cindie White, Co-Chairs

Virginia Bacon vcbacon@yahoo.com

Nancy Lund nlund@yahoo.com>

Brook Coffee brookcoffee@yahoo.com

Rebecca Arora rebecca.arora@gmail.com

Phil Reilly pdreilly@gmail.com>

Leslie Field leslie@memsinsight.com

Kari kariwhalesong@gmail.com

Erica Hughes erica@hughes-family.org

There are no written materials for this agenda item.

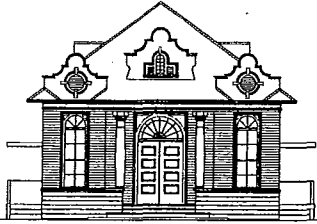
TOWN COUNCIL WEEKLY DIGEST

Friday – October 25, 2013

1. Agenda – ASCC – Monday, October 28, 2013
2. Monthly Meeting Schedule for November 2013
3. Town Center Reservations for November 2013
4. Email from Leslie Guevarra, Representative for Senator Jerry Hill re: Invitation to a Public Hearing on Gas Pipeline Safety Communication
5. Invitation from Dave Pine, San Mateo County Supervisor re: Housing Element workshop

Attached Separates (Council Only)

1. "Mayors Against Illegal Guns" – Follow up correspondence



TOWN OF PORTOLA VALLEY
ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
Monday, October 28, 2013
Special Field Meeting (time and place as listed herein)
7:30 PM – Regular ASCC Meeting
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

SPECIAL ASCC FIELD MEETING*

4:00 p.m. 18 Redberry Ridge Field meeting for follow-up review of the status of restoration plan implementation. (ASCC review to continue at Regular Meeting)

7:30 PM - REGULAR 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. Old Business:

a. Follow-up Review – Consideration of Status of Site Restoration Plan Implementation and Recommendation to the Town Council on Timeframe for Processing of Applications for Possible Site Development, 18 Redberry Ridge (Lot 15, Blue Oaks Subdivision), Douglass

b. Continued Review – Architectural Review of Proposed Residential Additions, Accessory Structures, Site Modifications, Site Development Permit X9H-662, and Variance Request X7E-135, 3 Grove Court, Ciancutti

5. New Business:

a. Architectural Review for House Additions, 166 Crescent Avenue, Harding
(Continued to 11/11/13 meeting)

6. Commission and Staff Reports:

7. Approval of Minutes: October 14, 2013

8. 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: October 25, 2013

CheyAnne Brown
Planning Technician

Town of Portola Valley

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

NOVEMBER 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, November 13, 2013 – SPECIAL Joint Town Council/Planning Commission Study Session on the Housing Element – The regular meeting of the Town Council will immediately follow the Study Session.

Thursday, November 14, 2013 – SPECIAL Joint Town Council / Public Works / Emergency Preparedness Committee – Annual Town Center Site Tour. Meet in the EOC / 9:00 AM start

Wednesday, November 27, 2013 - CANCELLED

PLANNING COMMISSION – 7:30 PM (Meets 1st & 3rd Wednesdays)

Council Liaison – Maryann Derwin (for months July, November, November)

Wednesday, November 6, 2013

Wednesday, November 20, 2013

ARCHITECTURAL & SITE CONTROL COMMISSION - 7:30 PM (Meets 2nd & 4th Mondays)

Council Liaison – Ann Wengert (for months July, November, November)

Monday, November 11, 2013

Monday, November 25, 2013

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

Council Liaison – Ann Wengert

Wednesday, November 6, 2013 - **CANCELLED**

CABLE TV COMMITTEE – 8:15 AM (Meets 2nd Thursday) alternate odd numbered months

Council Liaison – Ted Driscoll

Thursday, November 14, 2013 – **CANCELLED**

CONSERVATION COMMITTEE – 7:45 PM (Meets 4th Tuesday)

Council Liaison – John Richards

Tuesday, November 26, 2013

CULTURAL ARTS COMMITTEE – (Meets 2nd Thursday of every month)

Council Liaison – John Richards

Thursday, November 14, 2013 – 1:00 PM meeting start time

EMERGENCY PREPAREDNESS COMMITTEE – 8:00 AM (Meets 2nd Thursday) in the EOC / Conference Room at Town Hall
Council Liaison – John Richards
Thursday, November 14, 2013
Thursday, November 14, 2013 – **SPECIAL Joint Town Council / Public Works / Emergency Preparedness Committee** – Annual Town Center Site Tour. Meet in the EOC / 9:00 AM Start

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

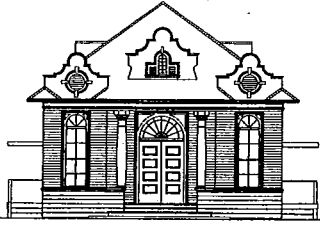
PARKS & RECREATION COMMITTEE – 7:30 PM (Meets 1st Monday)
Council Liaison – Ann Wengert
Monday, November 4, 2013 – **SPECIAL** meeting location in the Alder Room of the Community Hall

PUBLIC WORKS COMMITTEE
Council Liaison – Ted Driscoll
Thursday, November 14, 2013 – **SPECIAL Joint Town Council / Public Works / Emergency Preparedness Committee** – Annual Town Center Site Tour. Meet in the EOC / 9:00 AM Start

SUSTAINABILITY COMMITTEE – 3:30 PM (Meets 3rd Monday)
Council Liaison – Maryann Derwin
Monday, November 18, 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, November 12, 2013 – 8:15 AM



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: San Mateo County Sheriff's Department
FROM: Sharon Hanlon
DATE: October 25, 2013
SUBJ: Town Center Reservations for November 2013

Following is the current schedule of events for the Town Center and surrounding area for November 2013.

November 5: California General Election / Historic Schoolhouse / 6:00 am to 8:00 pm

November 16: Ormondale School Turkey Trot Fun Run / Cervantes & Shawnee Pass
7:00 – 11:00 am

November 28 & 29: Town Hall Closed / Thanksgiving Holiday / 8:00 am to 5:00 pm

Sharon Hanlon

From: Guevarra, Leslie [Leslie.Guevarra@sen.ca.gov]
Sent: Monday, October 21, 2013 3:27 PM
To: John Richards; Ann Wengert; Jeff Aalfs; Maryann Derwin; Ted Driscoll; Nick Pegueros
Cc: Sharon Hanlon
Subject: Sen. Hill Invites You to a Public Hearing 10/28 on Gas Pipeline Safety Communication

Dear Mayor Richards, Vice Mayor Wengert, Councilmembers Aalfs, Derwin and Driscoll, and Town Manager Pegueros,

On behalf of Senator Jerry Hill, I am writing to invite you to a public hearing the senator is holding about communication between our communities, PG&E and the California Public Utilities Commission:

Monday, October 28, 2013
From 11 a.m. to 1 p.m.
San Carlos City Council Chambers
600 Elm Street, San Carlos

Senator Hill is calling the hearing as chair of the Energy Utilities and Communications Committee’s Subcommittee on Gas and Electric Infrastructure Safety in response to the City of San Bruno’s ongoing communications issues with the utility and the regulatory commission, and recent pipeline safety concerns that have emerged in the City of San Carlos.

Hear from officials of recently affected cities and others. This event is free and open to the public. RSVPs are encouraged by calling Senator Hill’s District Office at 650-212-3313 or visiting <http://senate.ca.gov/2958/hearing>.

We would very much appreciate your sharing this information with your networks.

If you have questions about this event or the information above, please call Tony Marino in our Capitol Office at 916-651-4013 or me in our District Office at 650-212-3313.

Sincerely,
Leslie Guevarra

Leslie Guevarra
Senior District Representative, Communications
Office of State Senator Jerry Hill
1528 South El Camino Real, Suite 303
San Mateo, CA 94402
Office: 650-212-3313
Cell: 415-298-3404

HALL OF JUSTICE AND RECORDS
400 COUNTY CENTER
REDWOOD CITY, CA 94063



TEL: (650) 363-4571
FAX: (650) 368-3012
E-MAIL: dpine@co.sanmateo.ca.us

DAVE PINE
SUPERVISOR, FIRST DISTRICT
SAN MATEO COUNTY

October 22, 2013

Dear Colleagues:

I would like to invite you to attend a special workshop on Housing Elements for City Council members and Planning Commissioners across San Mateo County:

San Mateo County Housing Element Kick-Off
Friday, November 1, 2013, 10:30 AM – 12:00 PM
CSM College Center, College of San Mateo, San Mateo

The Housing Element is a municipality's once-every-eight-year plan to promote the creation of new housing as each community grows. With the recent ratification of Plan Bay Area (www.onebayarea.org), the importance of robust local Housing Elements have become even greater.

The purpose of the workshop is to help provide you with a solid foundation for reviewing and updating the Housing Element portion of your General Plan. The workshop will also offer a chance to meet colleagues from across the County and see what policies and programs are being pursued.

This workshop is being held in concert with **Housing Leadership Day 2013** to be held **Friday, November 1st**. Organized annually by the Housing Leadership Council of San Mateo County (HLC), it is the County's premier housing policy conference. This year, it will be held from **9:00 a.m. to 5:00 p.m. at the College of San Mateo in San Mateo.**

I recognize that your schedule may not allow you to take a full day to participate in the conference. Accordingly, I would like to invite you to attend the morning plenary session and lunch for a **special rate of \$25**, thanks to the support of a matching grant from the San Mateo County Department of Housing. Regular, full-day admission is \$65.

This year the theme of the conference is "Realizing a Regional Plan for Growth," which will explore the issues and implications of implementing Plan Bay Area. The plenary session features a panel of experts that will explore how Plan Bay Area will manifest itself both regionally and locally. Lunch speakers include Assemblymember Kevin Mullin and Stanford futurist, Paul Saffo.

I hope you will consider attending all or part of Housing Leadership Day 2013. More information on the conference can be found at www.hlcsmc.org/hld2013. Click on the special Housing Leadership Day policy maker registration webpage [here](#) for more information and registration. Please call Joshua Hugg, HLC Program Manager, at (650) 872-4444, 2# if you have any questions.

Thank you for your ongoing support of sustainable housing policy in San Mateo County.

Sincerely,

Dave Pine
San Mateo County Supervisor

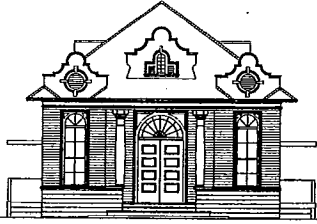
TOWN COUNCIL WEEKLY DIGEST

Friday – November 1, 2013

1. Agenda (Action) – ASCC – Monday, October 28, 2013
2. Agenda – (Special meeting location) - Parks & Recreation Committee – Monday, November 4, 2013
3. Agenda – Planning Commission – Wednesday, November 6, 2013
4. Agenda (Special) – Bicycle, Pedestrian & Traffic Safety Committee – Thursday, November 7, 2013
(Regular meeting scheduled for November 6th was cancelled)
5. Email from Marcia Keimer, addressed to the Town Council and Planning commission re: Portola Road Corridor – October 30, 2013
6. Report from San Mateo County Sheriff's Office – Incident Log for 10/24/13 – 10/30/13
7. Letter to Pacific Gas & Electric Company from the San Mateo County City Manager's Association re: Concern over public safety and gas transmission lines in San Mateo County
8. Email from Jennifer Stuart with Pacific Gas & Electric to Town Manager, Nick Pegueros re: Gas pipeline safety work that PG&E is performing in San Mateo County
9. Invitation from Dave Pine, San Mateo County Supervisor, District 1, re: Planning for Adapting to Sea Level Rise in San Mateo County – College of San Mateo, Wednesday, December 4, 2013
10. Memo from Nick Pegueros, Town Manager re: Weekly Update – Friday, November 1, 2013

Attached Separates (Council Only)

1. Newsletter – Safe Routes to School/San Mateo County – November/December 2013
2. Invitation to honor Jeff Ira, Redwood City Council member – Monday, November 18, 2013
3. Magazine – Estuary News - October 2013



TOWN OF PORTOLA VALLEY
 ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
 Monday, October 28, 2013
Special Field Meeting (time and place as listed herein)
 7:30 PM – Regular ASCC Meeting
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028

ACTION

SPECIAL ASCC FIELD MEETING*

4:00 p.m. 18 Redberry Ridge Field meeting for follow-up review of the status of restoration plan implementation. (ASCC review to continue at Regular Meeting) **Vlasic provided brief summary on the remediation status and the project team led site walk while discussing survival and failure rates of the vegetation. ASCC heard public comments and questions while hold their comments for the evening meeting.**

7:30 PM - REGULAR AGENDA*

1. Call to Order: 7:30 p.m.
2. Roll Call: Breen, Clark, Hughes, Koch, Ross **(All present. Also present: Tom Vlasic Town Planner; Karen Krisitansson Deputy Town Planner; Carol Borck Assistant Planner)**
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. Old Business:
 - a. Follow-up Review – Consideration of Status of Site Restoration Plan Implementation and Recommendation to the Town Council on Timeframe for Processing of Applications for Possible Site Development, 18 Redberry Ridge (Lot 15, Blue Oaks Subdivision), Douglass **ASCC heard public comment and discussed remediation status with project team. ASCC felt confident with applicant dedication to continued restoration efforts. Project team provided direction for additional plantings and recommended to Town Council that applicants be permitted to submit proposed development plans. Site visit requested to occur in the spring and prior to any building permit issuance.**
 - b. Continued Review – Architectural Review of Proposed Residential Additions, Accessory Structures, Site Modifications, Site Development Permit X9H-662, and Variance Request X7E-135, 3 Grove Court, Ciancutti **ASCC reviewed revised plans and provided comment to project team. Project approved subject to conditions to be met to the satisfaction of a designated ASCC member prior to building permit issuance.**
5. New Business:
 - a. Architectural Review for House Additions, 166 Crescent Avenue, Harding *(Continued to 11/11/13 meeting)* **Continued to 11/11/13 meeting.**

6. Commission and Staff Reports:
**Vlasic clarified attendance for upcoming meetings.
Breen reported meeting with project team for 205 Cervantes on proposed landscaping.**
7. Approval of Minutes: October 14, 2013 **Approved as submitted.**
8. Adjournment: **9:21 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.

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: October 25, 2013

CheyAnne Brown
Planning Technician



Town of Portola Valley
Special Parks & Recreation Committee Meeting
Monday, November 4, 2013 – 7:30 pm
Alder Room in the Community Hall
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: October 7, 2013
4. Reports from Staff and Council
5. Skate Ramp
6. Ford Field Renovation Update
7. Picnic 2014
8. Softball Netting Update
9. Possible Future Projects



**TOWN OF PORTOLA VALLEY
REGULAR PLANNING COMMISSION MEETING
765 Portola Road, Portola Valley, CA 94028
Wednesday, November 6, 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. *Public Hearing: Variance Application X7E-135, Site and Historic House Additions/Restorations, 3 Grove Court, Ciancutti*

Commission, Staff, Committee Reports and Recommendations

Approval of Minutes: October 16, 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.

PUBLIC HEARINGS

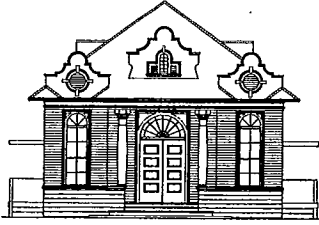
Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge a proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the Public

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: November 1, 2013

CheyAnne Brown
Planning Technician



TOWN OF PORTOLA VALLEY
Special Bicycle, Pedestrian and Traffic
Safety Committee
Thursday, November 7, 2013 – 7:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

SPECIAL MEETING AGENDA

1. Call meeting to order
2. Roll Call
3. Oral Communications
4. Approve Minutes of the October meeting
5. Sheriff's Report for September 2013
6. Public Works Report
 - 1) Bike lane/Shoulder improvement study
 - 2) Alpine/I280 intersection, Proposal to limit truck traffic
7. Ongoing Items:
 - 1) Corte Madera Neighborhood – Chairman's update
 - 2) Windy Hill parking
8. Safe Routes to School
 - 1) SamTrans shuttle – pursuit of funding for services in Portola Valley
 - 2) Parent Transportation Survey – County SRTS funded, in progress
 - 3) Update on "Bike Walk to School Day" participation and upcoming events
9. Update on Outreach & Teaching Programs
 - 1) Bike Rodeos
 - (a) CMS Bike Club
 - (b) Redwood City class
10. Time and Date for December meeting
11. Adjournment

-----Original Message-----

From: webmaster@portolavalley.net
Subject: Feedback On Website
Sent: 30 Oct '13 07:54

Submission information

Submitter DB ID : 2643
Submitter's language : Default language IP address : 99.4.121.42 Time to take the survey :
41 min. , 10 sec.
Submission recorded on : 10/29/2013 4:54:59 PM

Survey answers

Name:

Marcia Keimer

Email Address: *

Marciakeimer@yahoo.com

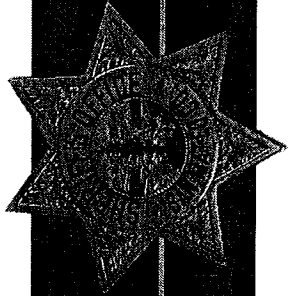
Message: *

~~To the Town Council/ Planning Commission:~~

I have lived in this beautiful town for 30 years. In 1995/96 I served on the General Plan Review committee for a year and a half. We were all concerned about how much of our beautiful acreage would remain open space in the future, especially along the Portola Road corridor. We worked on the wording of the Plan for hours to protect the rural beauty of Portola Valley. A PRESERVE is just that: land preserved for generations to come. Nothing built. Nothing farmed. Nothing added.

The McNeelys knew about the preserve when they bought the land and now they want to encroach upon it with a vineyard. In your decision, please honor the meaning of the word PRESERVE.

Marcia (and Jeff) Keimer
475 Cervantes Rd.



SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

San Mateo County Sheriff's Office (Headquarters Patrol) Press

Information on selected incidents and arrests are taken from initial Sheriff's Office case reports. Not all incidents are listed due to investigative restrictions and victim privacy rights.

Thursday 10/24/13 to Wednesday 10/30/13

Greg Munks
Sheriff

CASE NUMBER	DATE & TIME Reported	LOCATION	DESCRIPTION	FACTUAL CIRCUMSTANCES
13-9233	10/25/13 3:30 - 5:30 PM	100 Blk. Old La Honda Rd. Woodside	Burglary	Unknown suspect(s) burglarized a vehicle parked at Dennis Martin Creek. The rear passenger side of the vehicle was shattered and items that were sitting on the rear passenger seat were stolen. The victims estimated the approximate loss at \$1500.00.
13-9243	10/26/13 8:21PM	4000 Blk. Alpine Rd. Portola Valley	Battery	Unknown teenage suspect(s) assaulted three children in the parking lot of the Alpine Hills Swim and Tennis Club during a Halloween party. An area check was conducted and the suspect(s) were not located.
13-9351	10/29/13 7:50PM	Buck Meadow Dr. / Los Trancos Rd. Portola Valley	General Information Case	Deputies were notified by dispatch of a possible mountain lion sighting in the area of Los Trancos Dr. and Buck Meadow Dr. The reporting party stated she saw a mountain lion cross the roadway in front of her vehicle as she was driving home. The deputy spoke with the R/P over the phone and she stated she was certain it was a mountain lion that she saw crossing the roadway. County Communications advised the Office of Emergency Services of the sighting.

13-9377	10/30/13 11:59PM	199 Churchill Ave. Woodside	General Information Case	<p>The Reporting Party called to report that a Woodside High School student was caught on video surveillance taking another student's bicycle from the unlocked bicycle cage on the school grounds. The victim did not want to press charges, and just wanted his bicycle back. The deputy located the suspect and transported the suspect back to the school where he returned the bicycle to the victim. The victim reiterated his desire to not press charges, and the deputy released the suspect back to the school.</p>
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17

**SAN MATEO COUNTY CITY
MANAGER'S ASSOCIATION**

c/o One Twin Pines Lane,
Suite 340, Belmont, CA 94002
(650) 595-7408 • Fax (650) 637-2982

October 28, 2013

Anthony F. Earley Jr.
Chief Executive Officer
Pacific Gas and Electric Corporation
Mail Code B32
P.O. Box 770000
San Francisco, CA 94177

RE: PG&E Gas Transmission Line Safety

Dear Mr. Earley:

On behalf of the San Mateo County City Managers' Association comprised of the City Managers of the 20 cities in San Mateo County, I am writing to share our deep concern over public safety and communication issues concerning Pacific Gas & Electric Co. (PG&E) and its gas transmission lines in our County and most likely throughout the State of California.

Recently, the City of San Carlos declared a State of Emergency and a judge ordered PG&E to shut down Line 147 that was discovered to have deficiencies similar to those identified following the explosion of Line 132 in San Bruno. Issues associated with the safety of Line 147 and PG&E's compliance with existing California Public Utilities Commission (CPUC) regulations are now the subject of an Order to Show Cause proceeding through the CPUC.

It concerns us that it took 11 months for PG&E to inform San Carlos officials of the pipeline's potential dangers, which a PG&E engineer likened to "another San Bruno situation." It is our impression that PG&E did not believe that sharing information about this potentially dangerous situation was important. Of equal concern is that the CPUC, which serves as a public watch dog and regulator, failed as well to disclose this situation to San Carlos and to the County of San Mateo.

Each of the 20 cities in San Mateo County deserves to know about any potential threat the utility infrastructure in our communities may pose to our residents. This is not just a matter of common sense or regulatory requirements, but a matter of honesty and transparency that should be the standard for PG&E's corporate mission.

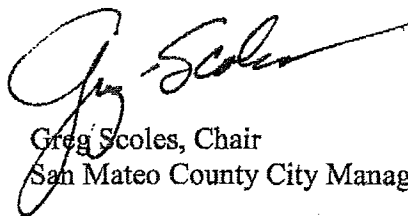
The tragedy that occurred in San Bruno in 2010--and this recent incident in San Carlos--leads us as City Managers, in the interest of the safety of our citizens, to urgently request PG&E's immediate action to work with each of our cities to provide a full accounting of the gas

We are specifically asking that PG&E meet with our association to discuss our concerns in a format of our choosing. To be effective, this must be a 2-way meeting, not merely a presentation or description of why PG&E believes what it is doing is correct. We believe it is critical that PG&E makes safety-related information and its pipeline technical experts available for the discussion. Going forward, we are also asking that PG&E commits to recognizing cities as partners in safety and to take the cities' input into account when making operational decisions.

We wish to restore a relationship of trust with PG&E, but we must now also verify that PG&E is providing our communities with complete and accurate information. Therefore, in order to assure that our cities are adequately informed, we will also be asking that the California Public Utilities Commission, in its role as the regulator whose job it is to protect the public interest and safety, provide us with any knowledge, documents or other information that it possesses about the safety of gas transmission lines located in our individual communities.

We look forward to your response and to your immediate action to engage us in meaningful communication so that together we can assure our residents are protected and that they know the facts about PG&E's gas transmission line safety.

Sincerely,



Greg Scoles, Chair
San Mateo County City Managers Association

C: Senator Jerry Hill
California PUC
San Mateo County Board of Supervisors
San Mateo County Mayors and Councilmembers
San Mateo County Manager
San Mateo County City Managers

Sharon Hanlon

From: Jennifer Stuart <JTSw@pge.com>
Date: November 1, 2013 at 1:00:10 PM PDT
To: Nick Pegueros <NPegueros@portolavalley.net>
Subject: Helicopter Gas Pipeline Safety Work
Reply-To: "JTSw@pge.com" <JTSw@pge.com>



Dear Town Manager Pegueros,

I wanted to take an opportunity to share with you some gas pipeline safety work PG&E is conducting by helicopter in San Mateo County.

As always, if you have questions about PG&E-related issues, please do not hesitate to contact me directly.

Jennifer Stuart

Helicopter Patrols over Peninsula Helping to Prevent Gas Pipeline Dig-ins

SAN CARLOS - PG&E has begun daily helicopter patrols over the San Francisco Peninsula as an additional measure to prevent construction accidents on gas transmission pipelines and to continue providing reliable service to customers.

The flights, which are occurring in the morning seven days a week, are conducted over about 106 miles of pipelines from San Francisco to San Jose.

Crews, including a pilot and a spotter, fly about 400 to 500 feet above the ground on a path above four PG&E gas transmission pipelines. The spotter uses an iPad with GIS and GPS coordinates to locate new construction projects, then takes photos to make sure that the utility pipelines have been located and marked and that proper excavation techniques are being followed.



Daily helicopter patrols will make sure construction crews are following proper procedures near gas transmission pipelines.

The cost of these additional patrols, which may be as high as \$200,000, will be covered by shareholders to help ensure customers continue to receive natural gas to their homes and businesses while Line 147, one of PG&E's pipelines, continues to operate at a reduced pressure.

"This is an extra effort we're making," said David Wood, who oversees pipeline aerial patrols for PG&E. "The loss of the use of Line 147 has taken an important arrow out of our quiver. That's why we're putting our eyes in the sky seven days a week to increase the protection of our employees, our customers, and our pipelines."

([Click here to watch a Currents video](#) about a contractor who now makes sure to call 811 before starting any digging project. PG&E also has been active throughout its service area in creating [Call 811 Task Forces](#) to help boost awareness of how important this is in preventing injuries and other consequences of dig-ins.)

To read more about PG&E's efforts to improve the safety of its gas system, click <http://www.pge.com/seeourprogress>.

Nick Pegueros

From: DPine@smcgov.org
Sent: Thursday, October 31, 2013 2:22 PM
Subject: Planning for & Adapting to Sea Level Rise in San Mateo County- Weds, Dec 4, 2013

COUNTY OF SAN MATEO

SAVE the DATE Planning for & Adapting to Sea Level Rise In San Mateo County

when Wednesday, December 4, 2013,
8:00 am - 12:30 pm

where College of San Mateo
College Center, Building 10, 1700 W Hillsdale Blvd.
San Mateo, CA

who John Englander, nationally acclaimed author of
"High Tide on Main Street" and speakers on state,
regional and local responses to sea level rise

Attendance will be limited. Invitations and RSVP requests will be emailed by November 13th.
For questions, please contact Michael Barber in Supervisor Dave Pine's office:
mbarber@smcgov.org; 650-363-4528.

Dave Pine
San Mateo County Supervisor, District 1
400 County Center, 1st Floor
Redwood City, CA 94063
(650) 363-4571 (w)
(650) 814-3103 (m)
dpine@smcgov.org (work)
dave.pine@comcast.net (personal)

Save Paper. Think Before You Print.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: November 1, 2013
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended November 1, 2013.

- 1. Team Building Retreat** – Staff met on Tuesday at Hidden Villa for a day of team building exercises. Staff members participated in a number of activities including a ropes course that was facilitated by Hidden Villa staff. The exercises emphasized stepping out of our comfort zones, communication, and working together as a team to overcome a challenging obstacle. One of the ropes exercises required all town staff members (12) to stand on a 2'x2' block raised about 18" from the ground at the same time. Another exercise gave staff the option of crossing a wire that was about 20' off the ground via a series of progressively distant vertical pipes (see attached images). Overall, staff feedback was that the event was beneficial and we learned quite a bit how we can communicate better as a group.
- 2. Winter Farmers' Market Hours** – Starting this past Thursday and continuing through daylight savings time, the Farmers' Market hours have changed to 2PM to 5PM (from 3PM to 7PM). As an interesting aside, Brandi shared with me that our Farmers' Market has served as the springboard for two new local food vendors – Portola Valley Breads and Wings of Nature (honey).











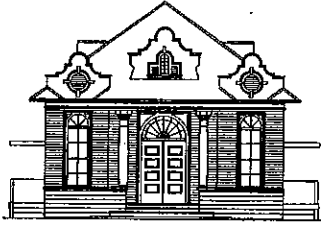
TOWN COUNCIL WEEKLY DIGEST

Friday – November 8, 2013

1. Agenda – Trails & Paths – Tuesday, November 12, 2013
2. Agenda – Teen Committee – Wednesday, November 13, 2013
3. Agenda – Emergency Preparedness Committee – Thursday, November 14, 2013
4. Agenda – (Cancellation) – Cable Committee – Thursday, November 14, 2013
5. Agenda – (Special) – Joint Public Works/TC/EPC – Thursday, November 14, 2013
6. Agenda – Cultural Arts Committee – Thursday, November 14, 2013
7. Email from Eileen Mazzochette to Town Center re: Bike Lane work on Alpine and 280 interchange
8. Month End Financial Report – October 2013
9. Memo from Town Manager Nick Pegueros re: Weekly Update – Friday, November 8, 2013

Attached Separates (Council Only)

1. Newsletter – ABAG – October/November/December 2013



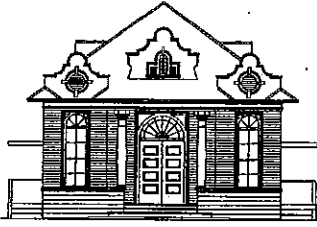
TOWN OF PORTOLA VALLEY
Trails and Paths Committee
Tuesday, November 12, 2013 - 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of Minutes from October 8, 2013
4. Financial Review and Trail Work
5. Old Business
 - a) Follow up on Driveway Scoring Process Discussions
 - b) Update on Dwight Crowder Path Plantings and Signage
6. New Business
 - a) Update on Conservation Committee Efforts Relevant to Town Trails and Paths
 - b) Temporary Signage Regarding Bicycle Usage on Certain Trails
 - c) Update on Membership
7. Other Business
8. Adjournment

Enclosures:

Minutes from Regular Meeting of October 8, 2013
Financial Review
Trail work and map – October 2013



TOWN OF PORTOLA VALLEY

Teen Committee Meeting

Wednesday, November 13, 2013 - 7:30 PM

Buckeye Room behind Community Hall

765 Portola Road, Portola Valley, CA 94028

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of minutes from October meeting
4. Holiday Movie Night – Determine Date. Will show Elf. Who can help? Let's make posters the week before.
5. Town Dances and indoor library Movie Nights. Community Hall is on hold for Friday, January 10 – completely booked for the fall. Confirmed? Katherine was going to check with Wyatt about DJing. Checks can be written by the town before the December shutdown.
6. Town Council presentation of awards of accomplishment for Bill and Jean Lane Civic Involvement Project scheduled for November 13 – immediately following this meeting. Members who have completed this project include: Georgia Savoca, Katherine Moore, Ruth Sarwal, Avery Humphreys, Maggie Law and Julia Brandman.
7. Civic Project – more to do. Op Ed Project. Visit to a court? We agreed to an editorial project at the last meeting. How is that going? Still want to visit a court? Other ideas?
8. Sprint Dances. Sharon has the Community Hall reserved for May 9, 2014. We'll need to coordinate with Corte Madera students.
9. Holiday drive or host a party for Shelter network kids/teens. Can we fit this in?
10. Outreach for CM members: Katherine to speak to leadership at CM, Sharon to put in Tuesday Post in September – need 6 & 7 graders and a parent to help
11. New members: vote if applications in. Vote to approve Sophie (if her application was submitted)
12. Adjournment – Move to Town Council meeting for those interested.



TOWN OF PORTOLA VALLEY
Regular Meeting of the
Emergency Preparedness Committee
Thursday, November 14, 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
2. Oral communications
3. Review and approve minutes of October meeting
 - Motion: Accept the minutes of October meeting 2013
4. AM Radio Update
 - Marketing plan and rollout update
 - Operation and procedures update
5. Medical Subcommittee Plan Update
6. 2014 Committee
 - Leadership for 2014
 - Continuing Members
 - New Members
 - Annual Calendar
7. Other business
8. Adjourn. Next meeting is December 12, 2013

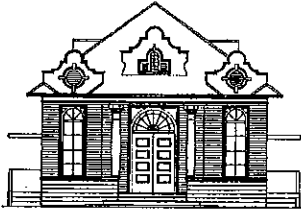


Town of Portola Valley
Cable Committee Meeting
Notice of Cancellation
Thursday, November 14, 2013

MEETING CANCELLATION NOTICE

The regularly scheduled meeting of the Cable Committee for Thursday, November 14th, 2013 at 8:15 a.m. has been cancelled.

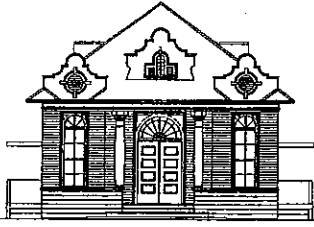
The next regularly scheduled meeting of the Cable Committee is Thursday, January 9, 2014.



TOWN OF PORTOLA VALLEY
Special Joint Public Works Committee,
Emergency Preparedness Committee, and
Town Council Meeting
Thursday, November 14, 2013, 9:00 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA
Portola Valley, CA 94028

AGENDA

1. Call to Order
2. Oral Communications
3. Annual Town Center site tour and review of access and equipment
4. Discuss Town Center Facility manual
5. 2013 Emergency call roster and contact list
6. Discussion and review of maintenance survey area inspections
7. Old Business / new business
8. Comments from Public Works Director
9. Adjourn



TOWN OF PORTOLA VALLEY
Cultural Arts Committee
Thursday, November 14, 2013 - 1:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

AGENDA

1. Call to Order
2. Oral Communications
3. Approval of October minutes
4. Old Business:
 - Holiday Faire
 - Art Preservation projects
 - Art in Action projects
 - Publicity for events
 - PV Photos project
 - Open Space project
5. New Business:
 - CAC ideas for projects
6. Adjournment

Stacie Nerdahl

From: Eileen Mazzochette [emazzochette@gmail.com]
Sent: Monday, November 04, 2013 6:41 PM
To: TownCenter
Subject: Thanks from a local cyclist!

Hey Portola Valley,

I'm a graduate student over at Stanford and am an avid cyclist in the area. I wanted to write to say thanks for the awesome work done at the Alpine Road and 280 interchange. The green bike lanes are AWESOME! I've ridden through there many times since the roads were painted and I've noticed all of the following:

- As a cyclist, I know exactly where I should as I navigate the intersection.
- Motorists are definitely more aware of the presence of cyclists.
- A motorist made a distinct point to yield for me as I was heading across the dotted green paint indicating where cars are supposed to cross and then proceeded to cross the bike lane a directly as possible.
- General better yielding to cyclists by motorists.

All of these things are awesome, and make me feel much safer navigating the intersection. Before the green bike lanes, that intersection was really stressful! Thank you many times over. I can't imagine how many cyclists' lives you've saved with the change.

Cheers,

-Eileen

Eileen A. Mazzochette
Ph.D. Candidate
Stanford Microsystems Lab
Stanford University
(609) 313-1312

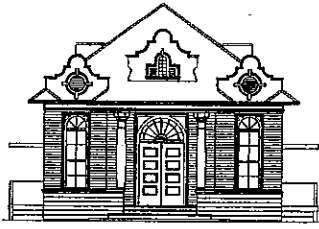


MONTH END FINANCIAL REPORT

FOR THE MONTH OF: **October 2013**

C A S H	Bank of America	\$	118,869.94
	Local Agency Investment Fund (0.257%)	\$	11,277,140.13
	Total Cash	\$	11,396,010.07
F U N D S	05 General Fund		\$3,494,157.75
	08 Grants		(162,689.04)
	10 Safety Tax		23,816.50
	15 Open Space		3,672,396.98
	20 Gas Tax		24,044.03
	22 Measure M		(293.47)
	25 Library Fund		468,444.57
	30 Public Safety/COPS		(38,055.51)
	40 Park in Lieu		6,248.66
	45 Inclusion In Lieu		2,875,907.45
	50 Storm Damage		(25,122.53)
	60 Measure A		80,330.56
	65 Road Fees		41,015.21
	75 Crescent M.D.		88,547.62
	80 PVR M.D.		13,967.88
	85 Wayside I M.D.		5,744.48
	86 Wayside II M.D.		(21,293.33)
	90 Woodside Highlands M.D.		139,580.85
	95 Arrowhead Mdws M.D.		(1,799.67)
96 Customer Deposits		711,061.08	
	Total Fund Balance	\$	11,396,010.07
A C T I V I T Y R E C A P	Beginning Cash Balance:		\$11,458,401.48
	Revenues for Month:		385,422.72
	Total Revenues for Month:		385,422.72
	Warrant List 10/9/13		(190,197.86)
	Warrant List 10/23/13		(147,004.99)
	Payroll		(109,610.25)
	Total Expenses for Month:		(446,813.10)
	Total JE's and Void Checks:		(1,001.03)
	Ending Cash Balance	\$	11,396,010.07

FISCAL HEALTH SUMMARY:	
Unreserved/Spendable Percentage of General Fund:	88.42%
<i>Adopted Town Policy is 60%</i>	
Days of Running Liquidity of Spendable General Fund:	323
<i>GASB recommends no less than 90 days</i>	



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council
FROM: Nick Pegueros, Town Manager
DATE: November 8, 2013
RE: Weekly Update

The purpose of this report is to provide a summary update on items/projects of interest for the week ended November 8, 2013.

1. **MidPen "Imagine" Public Meeting** – I attended MROSD's "Imagine the Future of Open Space" public meeting on Monday, November 6th, for the portion of the District's lands that includes Portola Valley. The meeting included an interactive process that asked attendees to assign a value from 1 to 10 on a series of goals and projects. I encourage you to visit the special website developed specifically for this process: www.imagine.openspace.org. Visitors to the webpage are provided the opportunity to prioritize the projects envisioned by the district.
2. **Aircraft Noise Monitor Installed in Town** – I want to acknowledge Howard for working closely with Ann Wengert and the Aircraft Noise Abatement Office to install aircraft noise monitoring equipment in town. Howard managed to turn the project around quickly relying on his out-of-the-box thinking to overcome some large obstacles. To protect the equipment from theft or vandalism, the location of the site is not being disclosed.
3. **Meeting Request from Corte Madera Resident** – Steve Marra, Andy Hutchinson, and Danna Breen requested to meet with staff to discuss traffic concerns at Corte Madera and Alpine Road. The meeting has been scheduled for Thursday, November 14th at 4:00 at Town Hall. The Bicycle, Pedestrian & Traffic Safety Committee, Sheriff, Police Commissioner, and Town staff have all devoted a considerable amount of time to monitoring the intersection, increasing traffic enforcement, and making improvements to the intersection in response to concerns expressed. The purpose of the meeting is to hear the concerns and identify which problems can be addressed administratively and which require policy direction from the Town Council. Email correspondence with Steve has been included in the digest.

Nick Pegueros

From: Nick Pegueros
Sent: Wednesday, November 06, 2013 1:59 PM
To: John Richards (JRichards@portolavalley.net); Ann Wengert (AWengert@portolavalley.net); Jeff Aalfs (JAalfs@portolavalley.net); Maryann Derwin; Ted Driscoll (tdriscoll@portolavalley.net)
Cc: Gary Nielsen; Howard Young; 'Edward Holland'; Leigh F. Prince <lfp@jsmf.com> (lfp@jsmf.com); Sharon Hanlon
Subject: FW: Meeting?
Attachments: Re: Meeting?

Good afternoon,

I am forwarding this email chain in hopes of providing some background to the emails you may have received from concerned town residents regarding the Corte Madera and Alpine Road intersection. In consultation with the Mayor and Vice Mayor, this morning, staff will implement the recommendation from Danna Breen to move the telephone pole bollards closer to the road (see Danna's email attached). Additionally, staff will place temporary signs on CM that alert motorists of the approaching school crossing. Both of these actions can easily be modified in the future if, after evaluation by town staff and neighborhood residents, the solutions are inadequate or result in unintended consequences.

I also think that it is important to note that recent traffic counts conducted by staff and volunteers indicate that anywhere from 7 to 20 cars pass through the intersection during pickup/drop-off times. In this morning's traffic count there were no motorists observed speeding. I hope that this data provides additional perspective into the level of traffic at issue here.

Please feel free to contact me or Howard if you have any questions.

Best,
 Nick

NOTE – This message is for information purposes only and will be included in the weekly digest. Please do not replay all.

From: srmarra@sbcglobal.net [mailto:srmarra@sbcglobal.net]
Sent: Tuesday, November 05, 2013 3:30 PM
To: Nick Pegueros
Cc: Maryann Derwin; Carlson Cathy; Andy Hutchinson; Danna Breen; Edward Holland; Sharon Hanlon; Ann Wengert; Gary Nielsen; Lisa Gonzales (lgonzales@pvsd.net); Howard Young
Subject: Re: Meeting?

Nick, lets respectfully not go there what has been done and by whom. Bottom line, nothing has changed. Today is the 5th and meeting not until next week? Pretty much sums it up in terms of importance. And I'm not going to ask you where the delay is coming from. I know you personally are trying to make something positive happen and I thank you. That said, this dangerous intersection remains and this week I reach out to media.

Respectfully,

sm

Sent from my iPhone

On Nov 5, 2013, at 3:27 PM, Nick Pegueros <NPegueros@portolavalley.net> wrote:

Hi Steve,

The meeting setup has been delayed due to the need to coordinate a number of schedules and no other reason. If we want to have a meaningful and productive meeting, we need all of the right people in the room. At this time, it looks like the best days are November 13th, 14th or 15th and Sharon will send out the meeting notice tomorrow afternoon when we have our final confirm.

Respectfully, I must note that the Town has done quite a bit on this issue. Town volunteers, namely Ed and Gary, have devoted a considerable amount of time on this issue by periodically monitoring the intersection to collect data necessary to help define the challenges at CM/Alpine. Howard and his team have spent a great deal of time on maintenance issues in the intersection and made some real improvements. Some concrete examples that demonstrate the Town's responsiveness to this issue:

- December 2012: Meeting with neighbors and representatives from the Town & CMS to discuss traffic concerns at CM/Alpine. CMS agreed to make some fence improvements and remind parents of the drop-off zones, Town agreed to make some shoulder improvements and temporarily increase traffic enforcement.
- Early 2013: Gary Nielson and Howard monitored the intersection periodically taking note of vehicle speeds and the number of pedestrians.
- July 2013 : The Town repainted the crosswalk and replaced telephone pole bollards.
- October 10th: BPTS Committee identified a number of temporary measures that could be implemented including temporary signs and cones.
- October 10th: Sheriff's Office instructed to step up enforcement in at CMS. I actually received a complaint from a resident that our enforcement on CM during school hours is overkill. While over-enforcement is unsustainable, I think that we all agree that protecting our kids from reckless drivers warrants more aggressive traffic enforcement on a periodic basis.
- October 17th: Howard met with concerned neighbors who requested additional vegetation removal and other items that needed to be discussed in detail at the next BPTS.
- October 24th: Howard worked with the effected property owner to remove the requested vegetation for increased visibility on Corte Madera.
- October 30th: I met with PVSD Superintendent Lisa Gonzales and CM/Alpine was a significant topic of discussion. It is my understanding that the District recent executed a contract to engage a firm to conduct a traffic study. It is my understanding that CM/Alpine is included in the scope of work. PVSD has agreed to share the results of the study with the Town and town staff will work closely with District staff to address the concerns raised in the study. For more information on the study, I recommend that you contact PVSD.
- November 5th: Town staff placed boulders in cleared area on Corte Madera to discourage parking.

I hope that we can meet late next week to discuss what additional steps make most sense. It is important to note in advance, however, that some solutions can be accomplished by town staff administratively while other solutions, like modifying traffic patterns, are policy decisions that can only be acted on by the Town Council. Let's get everything out on the table and figure out how to move forward.

Sincerely,
Nick

From: stephen marra [<mailto:srmarra@sbcglobal.net>]
Sent: Tuesday, November 05, 2013 1:33 PM
To: Nick Pegueros; Howard Young
Cc: Maryann Derwin; Carlson Cathy; Andy Hutchinson; Danna Breen; Edward Holland
Subject: Meeting?

I am disappointed that our meeting has not been finalized, I am disappointed that this dangerous intersection still is there, I am disappointed that the BPTS comm meeting for Thurs has been cancelled, I am disappointed that CMS ignores us, I am disappointed that studies are still being conducted. Respectfully, this is not acceptable. Both CMS and PV town have the power and authority to do something yet nothing is done. In the spirit of honest and open communication, please be aware that I am contacting the Almanac, Daily Post, SJ Mercury and creating a facebook, social media position. I fear that we parents are on our own to resolve this.

Respectfully,
sm

Stephen Marra
srmarra@sbcglobal.net
1 650 400 3929
Easy Day Yesterday

Nick Pegueros

From: → Danna Breen <pvlily@aol.com>
Sent: Tuesday, November 05, 2013 4:46 PM
To: Nick Pegueros
Cc: stephen marra; Maryann Derwin; Carlson Cathy; Andy Hutchinson; Edward Holland; Sharon Hanlon; Ann Wengert; Gary Nielsen; LisaGonzales (lgonzales@pvsd.net); Howard Young
Subject: Re: Meeting?

Hi Nick. I actually see progress and everyone is looking at this thing a little differently. My main issue is traffic coming east bound around the tight corner. Invariably there is a mother in an SUV parked in such a way as to obscure the stop sign. The telephone poles installed over the summer need to be pulled out to the edge of the asphalt so there is NO opportunity to stop prior to the intersection or in the intersection. That would go a long way toward helping me quell my fears about someone being run down while in the intersection. All the construction on Corte madera the last six months has actually really helped the traffic situation I think and enforces my notion that traffic calming devices would be really helpful. You have to drive verrrry lowly on CM in order to be safe. This is a good thing. Hope those poles can be pulled to the edge of the pavement soon, it will make a huge difference. No one will be able to pull ver and stop. Danna

Sent from my iPad

On Nov 5, 2013, at 3:27 PM, Nick Pegueros <NPegueros@portolavalley.net> wrote:

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