



**TOWN OF PORTOLA VALLEY**  
**7:30 PM – Regular Meeting of the Town Council**  
**Wednesday, April 22, 2015**  
**Historic Schoolhouse**  
**765 Portola Road, Portola Valley, CA 94028**

## **REGULAR MEETING AGENDA**

### **I. CALL TO ORDER AND ROLL CALL – 7:30 PM**

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

### **II. 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.

### **III. CONSENT AGENDA**

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

1. **Recommendation by Administrative Services Manager** – Amendment to Agreement with Maze & Associates (3)  
for Auditing Services

- (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving an Authorizing Execution of an Agreement for Auditing Services Between the Town of Portola Valley and Maze & Associates Accountancy Corporation (Resolution No. \_\_)

### **IV. REGULAR AGENDA**

#### **A. PRESENTATIONS** – None

#### **B. COMMITTEE REPORTS & REQUESTS**

1. **Report by the Bicycle, Pedestrian & Traffic Safety Committee** – Committee Annual Report to the (24)  
Town Council
2. **Council Liaison Reports** – *There are no written materials for this agenda item*

#### **C. PUBLIC HEARINGS** – *None*

#### **D. STAFF REPORTS AND RECOMMENDATIONS**

1. **Report from Public Works Director** – Wall Type Options for Alpine Road at Arastradero Road (31)  
Shoulder Widening Project #2015-PW02
2. **Presentation and Discussion** – Community Choice Aggregation (CCA) (49)
3. **Presentation and Discussion** – Draft Drought Action Plan – *There are no written materials for this agenda item*

#### **E. Council Liaison Reports on Regional Agencies and Organizations** – *There are no written materials for this agenda item*

### **V. WRITTEN COMMUNICATIONS** – *None*

### **VI. 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. Notifications 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.

**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:** Mayor and Members of the Town Council

**FROM:** Stacie Nerdahl, Administrative Services Manager

**DATE:** April 22, 2015

**RE:** Consulting Agreement, Maze & Associates Accountancy Corporation

### RECOMMENDATION

It is recommended that the Town Council approve the attached resolution authorizing execution of the Agreement between the Town of Portola Valley and Maze & Associates Accountancy Corporation.

### BACKGROUND / DISCUSSION

The Town has been employing Maze & Associates Accountancy Corporation to provide auditing services, and Maze & Associates wish to continue as the Town's auditor under existing terms and conditions. Staff is satisfied with the service they have provided to the Town, and the attached resolution and agreement will continue their provision of auditing services to the Town for the fiscal year ending June 30, 2015. The current proposed agreement allows for a CPI-based increase of 4.6%, and the table below provides a historical reference on Maze's consulting costs for the past five years.

Audit Services for Fiscal Year Ending	Contract Expenditures	Percentage Increase
06/30/10	\$22,695	1.5
06/30/11	\$23,034	1.5
06/30/12	\$23,585	2.4
06/30/13	\$24,292	3.0
06/30/14	\$25,093	3.3

Along with audit review and preparation of the Town's annual financial statements, Maze also assists Town staff in the completion of other required financial reports, including Measure A compliance reports and the state's annual reports of financial transactions (both for the Town itself and four maintenance districts)

**FISCAL IMPACT**

Sufficient funds will be included in the adopted budget for 2015-16 for costs associated with this contract.

**ATTACHMENT**

1. Agreement between Town and Maze Associates
2. Resolution of the Town of Portola Valley Approving and Authorizing Execution of an Agreement for Auditing Services Between the Town of Portola Valley and Maze & Associates Accountancy Corporation

**APPROVED - Nick Pegueros, Town Manager**

## ATTACHMENT #1

**AGREEMENT FOR  
AUDIT SERVICES**

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of April, 2015 by and between the Town of Portola Valley, a municipal corporation, ("Town") and Maze & Associates Accountancy Corporation ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide auditing services to the Town, as described in more detail in Exhibit A.

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

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

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

2. TIME OF PERFORMANCE. The services shall be performed on a timely, regular basis in accordance with the Report Finalization as noted in Exhibit A.

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

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

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit A, to a maximum of \$26,245.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit A. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices, during the fiscal year ending June 30, 2016, in which the funding for this agreement shall be budgeted.

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

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

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of

this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

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

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

14. INDEMNIFICATION.

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

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

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

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

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

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly



performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

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

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

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

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

To Town:

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

To Consultant:

Mark Wong  
Maze & Associates  
3478 Buskirk Avenue, Ste 215  
Pleasant Hill, CA 94523  
Fax: (925) 930-0135

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

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

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

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

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

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

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

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

**TOWN:**

By: \_\_\_\_\_  
Mayor

**CONSULTANT:**

By: Mark Wong  
Name (printed): MARK WONG  
Title: Vice President  
EIN 94-2590179

**ATTEST:**

\_\_\_\_\_  
Town Clerk



April 14, 2015

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

Dear Nick:

We are pleased to confirm our understanding of the services we are to provide for the Town of Portola Valley for the year ended June 30, 2015. The services we have been engaged to provide are outlined below, but we are also available to provide additional services at your request:

- 1) Audit of the Basic Financial Statements, and assistance with the preparation of the Basic Financial Statements, and review of Management Discussion & Analysis.
- 2) Testing of compliance for Measure A and preparation of required reports.
- 3) Additional testing and footnote disclosure assistance related to the implementation of Government Accounting Standards Board Statements #68 and #71 (Accounting and Financial Reporting for Pensions).
- 4) Preparation of the Annual Report of Financial Transaction for the Town.
- 5) Preparation of the Annual Report of Financial Transaction for the 4 Special Districts.
- 6) Perform procedures and issue agreed upon procedures opinion to comply with Proposition 111 Appropriation Limit increment requirements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

If the Town's financial statements are accompanied by supplementary information other than RSI, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information.

### **Audit Objective**

The objective of our audit is to express opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the accompanying supplementary information when considered in relation to the financial statements as a whole. Other accompanying information will not be audited by us and we will express no opinion on it. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with Town management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonaudit services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position of the Town's various activities, major funds, and the aggregate remaining fund information and changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We understand that the Town will provide us with the Closing Checklist information required for our audit and that the Town is responsible for the accuracy and completeness of that information. You are also responsible for providing us with access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. The Town is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting it received in communications from employees, former employees, regulators, or others. In addition, the Town is responsible for identifying and ensuring that it complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that: you are responsible for presentation of supplementary information in accordance with GAAP; that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of physical existence of inventories, and direct confirmation of cash, investments and certain other assets and liabilities by correspondence with selected customers, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill the Town for responding to this inquiry. At the conclusion of our audit we will also require certain written representations from management about the financial statements and related matters.

### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with certain provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Agreed-Upon Procedures**

Our services to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the report either for the purpose for which the report had been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. Because agreed-upon procedures do not constitute an examination, we will not express an opinion. In addition, we have no obligation to perform any procedures beyond those agreed to.

## **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

The audit documentation for this engagement is our property and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing oversight of direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maze & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. We will retain audit documentation for seven years pursuant to state regulations.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We expect to begin our audit in April 2015 and to issue our reports no later than December 2015. The name of the engagement partner is Mark Wong who is responsible for supervising the engagement and signing the report.

Our fees for these services are billed based on our contract with the Town. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the Town's account becomes thirty days or more overdue and may not be resumed until the Town's account is paid in full.

These fees are based on anticipated cooperation from Town personnel, the completion of schedules and data requested on our Checklists, and the assumption that there will be no unexpected increases in work scope, such as new debt issues, etc., or delays which are beyond our control, as discussed on the Fees Attachment to this letter. If significant additional time is necessary, we will discuss it with Town management and arrive at a new fee before we incur any additional costs.

We understand you will provide us with basic workspace sufficient to accommodate the audit team assigned to your audit. We understand the basic workspace will be equipped with a telephone and direct Internet access, preferably a temporary network outside of your network, a public IP address and a wired connection. We understand you will also provide us with access to a fax machine and read only access to your general ledger system.

*Government Auditing Standards* require that we provide the Town with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return the entire copy to us.

*Maze & Associates*

Maze & Associates

RESPONSE:

This letter correctly sets forth the understanding of the Town.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Town of Portola Valley Engagement Letter  
Fees Attachment**

Our fees for the work described in the attached engagement letter will be as follows, unless they are adjusted for one or more of the items below.

Basic Financial Statements	\$20,665
Measure A	555
Audit steps required for GASB Statements #68 and #71 (Accounting and Financial Reporting for Pensions)	No Charge
Controller's Report – Town	3,025
Controller's Report – 4 special districts	1,550
Proposition 111 Appropriation Limit	<u>450</u>
Total:	<u><u>\$26,245</u></u>

**2015 Fees** – Our recurring fees have been adjusted only for the change in the services component of the Bay Area Cost of Living Index for the San Francisco Bay Area of 4.6%, except as noted below:

Audit steps required for GASB #68 and #71 includes costs of expanded testing related to implementation and assistance with preparation of related footnote disclosures and supplementary information.

**PDF Copies of Reports** – scanned copies of the above reports are available upon request at no charge. These scanned copies (300 dpi) are not high quality and the file sizes may be large, depending on the length of the report. **If you intend to post the CAFR to your website, we do not recommend using the scanned copies to do so.** If you would like a higher quality PDF file, we have listed three options below. Please contact us for more information on the specifics of these options. **Please contact us if you would like us to prepare one of the following three options** for your CAFR, or if you'd like a quote for the preparation of a file for another type of report. In addition, should you decide on one of the following options, please let us know at least a week in advance.

1. INDIVIDUAL PDF CAFR PAGES - \$200
2. WEB PDF CAFR - \$750
3. CAMERA READY PDF CAFR - \$1,000

**Additional Services** - The above fees are for audit and assurance services described in the accompanying engagement letter. They do not include fees for assisting with closing the books nor providing other accounting services. Should the Town require assistance beyond audit services we will provide an estimate before proceeding.

**Report Finalization** - Our fee is based on our understanding that all information and materials necessary to finalize all our reports will be provided to us before we complete our year-end fieldwork in your offices. In the case of financial statements, this includes all the materials and information required to print the financial statements. As in the past, we will provide final drafts of all our reports before we leave your offices. We will schedule a Final Changes Meeting with you for a date no more than two weeks after we complete our fieldwork. At that meeting, we will finalize all reports for printing. After that date, report changes you make and changes required because information was not received timely will be billed at our normal hourly rates.

**Post-Closing Client Adjusting Entries** - The first step in our year-end audit is the preparation of financial statement drafts from your final closing trial balance. That means any entries you make after handing us your closing trial balance must be handled as audit adjustments, or in extreme cases, by re-inputting the entire trial balance, even if the amounts are immaterial. If you make such entries and the amounts are in fact immaterial, we will bill you for the costs of the adjustments or re-input at our normal hourly rates.

**Recurring Audit Adjustments** - Each year we include the prior year's adjusting entries as new steps in our Closing Checklist, so that you can incorporate these entries in your closing. If we are required to continue to make these same adjustments as part of this year's audit, we will bill for this service at our normal hourly rates.

**CAFR Printing** - As a convenience, we can send your CAFR to a printer we use locally. We do not charge for delivering camera-ready print masters to any printer of your choice and delivering the CAFRs or BFS to you. However, we will bill you for any additional time spent on the CAFR printing at our normal hourly rates. This includes changes after the report goes to the printer, obtaining, reviewing and / or delivering printer's proofs, etc.

We can also help with CAFR design, including covers, tabs, dividers, color choices, binding, organization charts, maps, etc. We will estimate these costs for you before processing.

**Grant Programs Requiring Separate Audit** - Grant programs requiring separate audits represent a significant increase in work scope, and fees for these audits vary based on the grant requirements. If you wish us to determine and identify which programs are subject to audit, we will bill you for that time at our normal hourly rates.

**Changes in Town Personnel** - Our experience is that changes and /or reductions in Finance Department staff can have a pronounced impact on costs of performing the audit. If such changes occur, we will meet with you to assess their impact and arrive at a new fee before we begin the next phase of our work. However, we reserve the right to revisit this subject at the conclusion of the audit, based on your actual performance and our actual costs.



**POWELL & SPAFFORD, INC.**  
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA (Ret.)  
Patrick D. Spafford, CPA

Licensed by the California Board of Accountancy  
Member: American Institute of Certified Public Accountants

## SYSTEM REVIEW REPORT

To the Shareholders of  
Maze & Associates Accountancy Corporation  
and the Peer Review Committee of the CalCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maze & Associates Accountancy Corporation has received a peer review rating of *pass*.

August 27, 2014

## **EXHIBIT B**

### **(INSURANCE REQUIREMENTS)**

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

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

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

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

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

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

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

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

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

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

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

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

4. OTHER INSURANCE PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Proof of insurance shall be mailed to the following address:

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

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

**RESOLUTION NO. \_\_\_\_\_-2015**

**RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING  
EXECUTION OF AN AGREEMENT FOR AUDITING SERVICES BETWEEN  
THE TOWN OF PORTOLA VALLEY  
AND MAZE & ASSOCIATES ACCOUNTANCY CORPORATION**

WHEREAS, the Town Council of the Town of Portola Valley has read and considered the Agreement for Audit Services (“Agreement”) between the Town and Maze & Associates Accountancy Corporation, and

WHEREAS, the Town has contracted for audit services with Maze & Associates for the past ten years and has been satisfied with their performance and desires to enter a new contract for auditing services for the fiscal year ended June 30, 2015.

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

1. Public interest and convenience require the Town of Portola Valley to extend the Agreement described above.
2. The Town of Portola Valley hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and Maze & Associates Accountancy Corporation.

PASSED AND ADOPTED this 22<sup>nd</sup> day of April, 2015.

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

# Annual Report

Bicycle, Pedestrian and Traffic Safety Committee

## Portola Valley 2014-2015

### Committee Members As Of April 2015

Edward Holland	<a href="mailto:edward.holland1@btinternet.com">edward.holland1@btinternet.com</a>	(650) 851-2509
Angela Hey	<a href="mailto:amhey@heymash.com">amhey@heymash.com</a>	(650) 851-2542
Leslie Latham	<a href="mailto:leslie.latham@gmail.com">leslie.latham@gmail.com</a>	(650) 851-9240
Deirdre McQuillan	<a href="mailto:dmcquillan@sbcglobal.net">dmcquillan@sbcglobal.net</a>	(650) 851-0400
Kevin Welch	<a href="mailto:drkfwelch@hotmail.com">drkfwelch@hotmail.com</a>	(650) 851-8516



## Purpose Of The Report

The purpose of this report is to document for Portola Valley Town Council the plans for 2015-2016 Bicycle, Pedestrian and Traffic Safety (BPTS) Committee and report on activities for the past year. It also highlights challenges faced by the committee and potential interactions with other organizations.

## Meetings

The committee meets monthly at the Schoolhouse, usually on a Wednesday morning from 8:15 a.m. to about 9:30 p.m. This report covers meetings from January 2014 to March 2015. It also looks at potential projects and challenges for 2015-2016.

## Attendees

Regular attendees include:

Town Council Representative	Maryann Derwin	Town Councilor
Town Staff Representative	Howard Young	Public Works Director
Police Commissioner	Gary Nielsen	Former Mayor
San Mateo Sheriff's Office	Tim Reid	Lieutenant

**Deidre McQuillan** joined the committee in 2014. The committee lost Patt Baenen-Tapscott, Pedro Ruiz and Kari Rust to work commitments during 2014. Shandon Lloyd moved away from the area. She was present for the January 2014 meeting, but not formally on the 2014 committee. Lieutenant Tim Reid retired in March 2015 and Sergeant Jason Peardon now briefs the committee. For 2015 the council representative is now **Craig Hughes**.

## Plans For 2015-2016

### Goals

The committee's main goals are to:

- Educate the public about traffic safety
- Advise Portola Valley Town Council and Staff on safety issues for cyclists, drivers and pedestrians
- Help the town staff on traffic safety related issues, including parking and road improvements

### Projects

The committee's main projects for the upcoming year are mainly a continuation of projects described in detail later in this document:

- Alpine/Arastradero road improvements
- Alpine and Portola Road restriping when they are repaved
- Windy Hill Parking
- Support for town event parking and participant safety, e.g. Town Picnic, Zots To Tots Run
- Outreach to cyclists to encourage safe cycling
- Public education, such as town seminars, tables at town events and communication with schools

- Work with town staff and Midpeninsula Open Space to have trails alongside Alpine by the Woods property
- Signage and consistency at crossings on the main roads of Portola and Alpine Roads. In particular on Portola Road a sign is needed for the pedestrian crossing near Wyndham Drive.
- One or two evening meetings of the committee to allow for residents' ideas and comments

In addition, it is expected that occasionally the council might ask the committee to research and/or advise on an issue.

### Partners

Besides the town council and town staff, partners that the committee works with or may work with in the future, are:

- Midpeninsula Open Space District ([openspace.org](http://openspace.org))
- Portola Valley School District ([pvsd.net](http://pvsd.net) - Corte Madera and Ormondale Schools)
- San Mateo County Sheriff's Department ([smcsheriff.com](http://smcsheriff.com))
- Safe Routes To Schools ([saferoutestoschools.org](http://saferoutestoschools.org))
- Silicon Valley Bike Coalition ([bikesiliconvalley.org](http://bikesiliconvalley.org))
- Woodside Fire Protection District ([woodsidefire.org](http://woodsidefire.org))

The committee also monitors the town's unofficial community Yahoo! Group, PVForum.

The committee's work could potentially impact the following town committees and commissions:

- Architectural and Site Control Commission, e.g. for design of retaining wall at Alpine/Arastradero
- Conservation Committee, e.g. if recommendations include removal or replacement of trees or shrubs that block driver vision
- Cultural Arts Committee, e.g. if a town event requires help with parking or has opportunities for safety presentations/tables
- Emergency Preparedness Committee, e.g. if an emergency preparedness event involves traffic safety
- Finance Committee, e.g. BPTS annual budget is part of town budget
- Geologic Safety Committee, e.g. if road safety/repair was impacted by geologic events such as landslides on upper Alpine Road or an earthquake
- Historic Resources Committee, e.g. for helping with events that celebrate town history
- Parks & Recreation Committee, e.g. if a recreational program were to include cycling
- Planning Commission, e.g. regarding signage for parking on Portola Road
- Public Works Committee, e.g. if road improvements provide an opportunity for safer roads and cooperating on getting volunteers to help with parking at town events
- Sustainability Committee, e.g. Earth Day if there is an opportunity to promote safe biking
- Trails & Paths Committee, e.g. Safe Routes To School use of trails

### Challenges

Committee challenges for the next year:

- Find more committee members to run outreach events and be actively engaged. Besides looking for committee members, the committee will encourage citizens to volunteer for BPTS events, such as directing vehicles for the Zots To Tots Run.
- Encourage residents to drive at or below the speed limit on Alpine Road and police to enforce speeding laws more strictly
  - The average speed for citations in a 35 mph zone in a typical month are over 50 mph
  - There were only 30 speeding citations in August 2014 and 16 in September. When the BPTS committee requested the Sheriff's department to step up citations, they doubled.
  - Cyclists are cited for not stopping at the Alpine/Portola Road stop signs, but never for speeding down Alpine or Los Trancos Roads.
- Have the volunteers required to support town events, like Bike Rodeos and town safety seminars.
- Find time to schedule cycling and driving safety seminars for the general public and schools well in advance.
- Have enough people willing to work with local cycling clubs to promote safety in Portola Valley.
- Reduce the number of collisions in the town.
- To get more detailed reports from the Sheriff's Office on collisions – they are available, but only a summary is provided to the committee, not details of what happened. The committee would like to know if residents or visitors to the town are cited.

## Assistance Needed From The Town Council Or Town Staff

- It would help if all committee minutes could be published on the town website, which has a place to put them, but minutes are never posted.
- Improve processes so that recommendations – for example installing a crossing sign on Portola Road at Wyndham – can be implemented efficiently.
- Timely advance notice from the council representative of town council and other committee meetings that are likely to require input from the BPTS committee.

## Sheriff's Activities

### Police Report

Portola Valley hires police from San Mateo County to patrol its streets. Monthly reports are provided to the committee by San Mateo County Sheriff's Office. The BPTS committee makes suggestions to the police and comments on their speeding and collision reports.

Most citations are given for traffic violations on Alpine and Portola Roads, with a few also on Westridge. The main reasons for citations are:

- Speeding
- Not stopping at the Stop Sign at Alpine Road and Portola Road junction
- Driving without a license
- Rarely driving under the influence (DUI)

Occasionally cyclists are apprehended for not stopping at the Stop sign.

The police also report on collisions. Some involve cyclists. Causes include sunlight dazzling motorists and speed. Two collisions involved a vehicle hitting the fence opposite the end of Portola Road on Alpine Road.

California's SWITRS system shows collisions and victims of motor vehicle accidents that are reported to the state. The system is approximately 7 months behind. A summary report for the first part of 2014 is shown in the table below.

Figure 1. State SWITRS Report From January To Approximately September 2014

Motor Vehicle Involved With	Collisions				Injuries			
	Total	Fatal	Injury	Property Damage	Total	Severe	Other Visible Injuries	Pain Complaint
Bicycle	<b>1</b>		1		<b>1</b>			1
Fixed Object	<b>3</b>		2	1	<b>2</b>		2	
<b>TOTAL</b>	<b>4</b>	0	3	1	<b>3</b>	0	2	1

### Speed Control Signs

The committee, on occasion, commented on the positioning of speed control signs, which sometimes blocked the shoulder for cyclists.

### School Traffic

#### Corte Madera School Traffic

Parisi Transportation carried out a traffic study around the school. The committee had reports from residents around Corte Madera that there was speeding traffic making it unsafe for children to walk to school. The committee contributed to traffic calming ideas.

The crosswalk on Alpine Road near Indian Crossing was restriped as part of the road surfacing, adding "shark teeth" markings to warn drivers of the crossing.

#### Safe Routes To School

The committee actively encouraged the Safe Routes To School Program. The committee also recommended that crossing guards be trained by San Mateo Sheriff's Deputies.

#### Traffic Calming Framework

The committee produced a policy for traffic calming, based on that produced for Los Altos Hills. After producing a draft the document was deemed inappropriate by the town staff and the council. As a result of producing the document, the committee received guidance on its role and processes required to initiate projects – basically new projects should be put in the budget, and the council works with town staff to determine town priorities. The committee's role is as an advisor, but also undertakes work that in some towns would be undertaken by paid staff, for example helping the town staff draft reports and proposals.

## Road Improvements

### Shoulder Widening

The committee recommended that the shoulder be widened to 5 ft., wider than the Caltrans 4 ft. standard for bike lanes, on Alpine and Portola Roads to make it safer for cyclists. The town engaged Fehr and Peers Transportation Consultants to evaluate the suggestions. Alpine Road, between Corte Madera and Los Trancos Roads, and Portola Road, between Alpine Road and Portola Green Circle, were repaved and striped, in some places widening the shoulder to improve bicycle safety and narrowing the traffic lanes to promote traffic calming.

The committee worked with the town on a grant application to widen Alpine Road at Arastradero and widen the shoulder on Portola Road near the Town Center, where there are pinch points. The grant was approved and engineers have started work on the projects. The committee also worked on getting an online petition signed to support the grant. The Arastradero Road project will be undertaken in the summer of 2015. The committee is working with the town to redo striping at the junction, recommending a longer turn lane for cars coming up Alpine.

### Windy Hill Parking

The car park on Portola Road for Windy Hill is too small, so cars park on Portola Road. When they are on the north-east side of Portola Road they sometimes park in the shoulder on a blind corner making it unsafe for cyclists.

For several weeks, committee members put portable No Parking signs on Portola Road, with town help. The town pushed logs away from the road to enable cars to park on the verge beyond the shoulder. Eventually permanent brown signs were placed advising drivers to park at the town center and indicating where parking is not allowed. Unlike standard red and white no parking signs, motorists who violate these signs cannot be prosecuted. So the committee is working on getting cards produced that can be placed on windshields by cyclists or pedestrians to remind drivers not to park where there are no parking signs.



As the Midpeninsula Open Space District also manages the Woods Property between Alpine and Los Trancos Roads, the committee wants to work with them to ensure they provide adequate parking when they open it to the public. The committee notes that from Midpeninsula Open Space District minutes that the Woods property is not a high priority for them, neither is Windy Hill parking.

### Crosswalk Standardization and Signage

The committee heard from a citizen that the crosswalk near Wyndham Circle on Portola Road does not have a warning sign for drivers approaching the crosswalk from Woodside. The road will be restriped and signage can be improved when it is resurfaced, but the town is waiting for the water company to lay new pipes before work can commence.

The committee would like to standardize crosswalks on Portola and Alpine Roads so they have the same warning signs, markings and features.

### Trees

The committee was asked to look out for vegetation that reduces visibility at road intersections and report to the town if any tree or bush trimming was needed.

### Events

#### Town Picnic – Zots To Tots Run – June 7<sup>th</sup> 2014

The committee helped monitor traffic during the annual Zots To Tots Run, which precedes the town picnic.

#### Bike To Work Day – May 8<sup>th</sup> 2014

The committee held a refreshment stand in the Ladera Community Church car park to serve cyclists on their way home from work on Bike To Work Day. The committee plans to have a similar event on May 14<sup>th</sup> 2015 with the help of former committee member, Patt Baenen-Tapscott and Ladera Community Church.

#### Bike Rodeo – May 10<sup>th</sup> 2014

The committee held a Bike Rodeo. This is an event to educate the public on bike safety. A short bike ride for children was held as part of the Rodeo.

#### 50th Anniversary Celebrations

The committee provided people to direct traffic to parking places around the town center for the town's 50<sup>th</sup> celebrations.

#### Town Council Meetings

Committee members attended town council meetings to support some of the above projects.



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

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**TO:** Mayor and Members of the Town Council

**FROM:** Howard Young, Public Works Director

**DATE:** April 22, 2015

**RE:** **Wall Type Options- Alpine Road at Arastradero Road Shoulder Widening Project - Project #2015-PW02**

**Recommendation:**

1. Receive report from staff identifying aesthetic retaining wall type options selected by the ASCC and provide additional input if necessary.
2. Direct staff to proceed with a preferred wall type option and proceed to develop plans and specifications to keep on track with the current project schedule.

**Background:**

The Alpine Road at Arastradero Road shoulder widening project has been discussed and prioritized by the Town Council at the recommendation of the Bicycle, Pedestrian, Traffic Safety (BPTS) Committee who wrote a competitive San Mateo County Transportation Authority (SMTA) grant application to address a shoulder pinch point on Alpine Road at Arastradero Road. The SMTA funding agreement currently requires that projects be completed by October 2019. We anticipate the construction portion of this project to take 2-3 months.

As part of the Town's process, on February 9, 2015, staff presented a report to the Architectural Site Control Commission (ASCC) on this project. The project was discussed and comments were received by staff. Comments received included exploring alternative designs from an aesthetic stand point. At the ASCC's March 23, 2015 meeting, staff followed up with a presentation of 9 design options and addressed comments. The staff report is attached as Exhibit A (without attachments) and meeting minutes as Exhibit B. The Conservation and Trails Committee Chairs were also informed and invited to the ASCC meeting and had representatives present.

**Discussion:**

Based on the ASCC's discussion, Chair Ross summarized the three recommended options, in no particular order or preference below. In addition, staff and its Town Geologist engineering consultant have reviewed the ASCC's recommended options (Exhibit C) and provided feedback to each. A summary is below.

ASCC Option 1: A stone retaining wall that is broken up by natural, competent sandstone outcroppings left in place, that would stagger in height and depth where feasible

*Staff Comment:* The original wall height and length was estimated to be 4'x500' prior to any studies. After initial geotechnical studies, the current estimated length is shortened to 400'. The engineering consultants report has indicated that 250'-300' of continuous wall is necessary to achieve the required stabilization of the hillside cut to widen the road shoulder. This would leave just approximately 75'-50' of remaining wall length on either side to stagger the wall as suggested. Although feasible, staff does not believe these short stretches of staggering would have a significant impact on appearance and therefore would not suggest this option. In addition, further studies, materials sourcing (see concerns under Option 2 also), and logistics during construction due to unknowns could be potential issues which may impact the project timeframe and cost. Logistics could include determining the exact locations of stabilized areas while excavating.

ASCC Option 2: A rock clad (rock faced) retaining wall, either CMU (concrete block) or concrete

*Staff Comment:* This option is feasible. The height of this wall could be varied. The wall height could be reduced in areas where more natural sandstone exists. There are similar types of rock clad walls that already exist on Alpine Road, Portola Road, and Grove Court (Exhibit D). Refer to Exhibit E for photo of example. The process may add substantial staff and contractor time to source rock cladding that is native or similar looking material and could impact the project timeline. In addition, the final look of the product may be somewhat unknown due to the consistency and variations of available rock color, size, and pattern. Therefore, the citizen expectation of the final product would contain a degree of an unknown factor.

ASCC Option 3: A wood lagging retaining wall with steel I-beams

*Staff Comment:* This option is feasible. This was the original wall design assumed and submitted within the SMTA grant application prior to any studies. This type of wall already exists with varying heights on both Portola Road and Alpine Road (Exhibit D) scenic corridor sections. Refer to Exhibit F for photo of example. The citizen expectation of the final product would be more of a known factor.



Again, the ASCC summarized the three recommended options, in no particular order or preference. Staff recommends that the Town Council provide direction on the selection of ASCC suggested Options 2 or 3 so that the project can progress and that plans and specifications can be developed for public bidding. Although both Options 2 and 3 are feasible, based on the current information available to the Town Geologist and staff, it appears Option 3 offers more favorable variables and the least amount of unknowns in cost, performance, appearance, and expectations. Based on this information, the Town Geologist and staff have concluded Option 3 is the best available selection and is seeking Council direction as there may be additional aesthetic factors and considerations outside those examined that the Council may take into account. The current intention is to start construction in late Summer of 2015. Direction is requested to keep on track with the current schedule or the project will need to be rescheduled for the Spring of 2016 weather permitting. The final design will be brought forth to the Council for approval prior to soliciting public bids.

### **Fiscal Impact**

Of note, there will be potential construction savings within the budget due to shortening of the wall to approximately 400' from the initially estimated 500' prior to application for the SMTA funding. A portion of which has been used on alternative design studies. Taking that into account:

If Option 2 is selected: Potentially results in 20% more in construction cost than originally estimated and submitted in the SMTA grant application. Initial construction estimate for this option is \$300,000 without contingency. In addition, there may be schedule impacts which involve sourcing local stone material to match local conditions. Any additional cost in addition to what has been allocated in the SMTA agreement will need to be funded by the Town. The additional construction costs to the Town could be in the range of \$50,000 not including staff time.

If Option 3 is selected:

This option was included in the original SMTA grant application therefore there is no anticipated change. The current construction estimate is \$230,000.

Funding Agreement:

The estimates contained within the SMTA applications were preliminary estimates without the benefit of any preliminary design. The grant application estimate for the construction portion with no contingency was \$250,000 of which the SMTA portion is \$172,900 and the Towns local match is \$77,100. Any remaining funds would be reallocated and added to the Towns second pinch point project on Portola Road at Town Center that was also part of the SMTA application.

**Attachments:**

Exhibit A – Staff report to ASCC meeting March 23, 2015 without attached reports

Exhibit B – ASCC meeting minutes March 23, 2015

Exhibit C – Preferred retaining wall Options report by CSA

Exhibit D – Photo of existing retaining walls in Town

Exhibit E – Photo example of Option 2

Exhibit F – Photo example of Option 3

**Approved-** Nick Pegueros, Town Manager

Cc: ASCC Chair  
Bicycle, Pedestrian, Traffic Safety Committee Chair  
Conservation Committee Chair  
Trails Committee Chair  
Town Geologist  
Town Planner



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

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**TO:** ASCC

**FROM:** Debbie Pedro, Town Planner  
Howard Young, Public Works Director

**DATE:** March 23, 2015

**RE:** Proposed Retaining Wall on Alpine Road

### RECOMMENDATION

As staff moves forward with a project plan to the Town Council, the ASCC's input and recommendation is sought on the proposed retaining wall for the Alpine Road at Arastradero Road shoulder widening project. The Town Council has prioritized this project for completion this summer and staff will seek Council project approval at their meeting on April 22<sup>nd</sup>.

### BACKGROUND

On February 9, 2015, staff presented a report to the ASCC on the Alpine Road Shoulder Widening Project. The project has been prioritized by the Town Council at the recommendation of the Bicycle, Pedestrian, Traffic Safety Committee who wrote a competitive grant application to address two shoulder pinch points – one on Alpine Road and Arastradero Road and the other on Portola Road at Town Center. This summer staff will construct the project and it is anticipated that the Portola Road at Town Center project will occur in 2016 or 2017.

### DISCUSSION

The Alpine Road at Arastradero Road pinch point widening project area begins at the intersection of Alpine and Arastradero Roads and extends approximately 500' to the east. The purpose of the project is to widen the westbound shoulder of Alpine Road from 2.5' to at least 6' to enhance the shoulder width for bicycle and pedestrian use. The project includes the construction of a retaining wall on the north side of Alpine Road that would span approximately 420 linear feet and range from 2' to 4' in height. All proposed work will be located within the road right-of-way.

At the February 9<sup>th</sup> meeting, the Commission provided the following feedback to staff:

1. Consider a “no wall” design or minimize the wall height as much as possible by shifting or reconfiguring the lanes to the south and reducing the shoulder width from 6’-4’.
2. Study alternative wall designs including a “living wall”, stone facing, etc.
3. Include a berm between the road paving and wall.

Based on the Commission’s feedback, additional design options were analyzed and a total of nine options are discussed in a report prepared by Cotton Shires and Associates. (Attachment 2) Staff is seeking additional ASCC input on the various wall designs and any recommendation the Commission may have that should be transmitted to the Town Council. ASCC should identify the top three design options and provide input as to why those designs were recommended.

### **ATTACHMENTS**

1. Vicinity Map
2. Alpine Road Wall Types Report prepared by Cotton Shires and Associates dated March 19, 2015

cc: Town Council Liaison

**Exhibit B – Draft meeting minutes (for retaining wall item b only)**

**ARCHITECTURAL AND SITE CONTROL COMMISSION**  
**Regular Evening Meeting, 765 Portola Road**

**MARCH 23, 2015**

(1) CALL TO ORDER

Chair Ross called the regular meeting to order at 7:30 p.m. in the Town Center Historic School House Meeting Room, 765 Portola Road.

(2) ROLL CALL

Town Planner Pedro called roll:

Present: ASCC: Breen, Clark, Koch, Harrell, Ross,  
Absent: None  
Planning Commission Liaison: Denise Gilbert  
Town Council Liaison: Maryann Moise Derwin  
Town Staff: Public Works Director Howard Young, Town Planner Debbie Pedro, Assistant Planner Carol Borck

**(b) Discussion of Options for Proposed Retaining Wall on Alpine Road**

Ms. Pedro introduced the project and advised that Mr. Howard Young, Public Works Director, and Mr. John Wallace, Principal Engineering Geologist of Cotton, Shires & Associates, Inc., were present to review the retaining wall design options of the shoulder widening project on Alpine Road.

Mr. Young described the history and background of the project. He stated it began with a feasibility study for bike lanes that was requested by the Town Council, which was analyzed by the Bicycle Pedestrian Traffic Safety (BPTS) Committee. The committee recommended the widening of the shoulder to create a wider bike lane in approximately 30 areas on Alpine Road and Portola Road. In most areas, the 5-foot-wide shoulders can be accomplished by resurfacing the road, narrowing the lanes, or change the striping. He said, however, there are locations that require additional consideration – including the intersection of Alpine Road and Arastradero Road and in front of the Town Center. Due to lane configurations at those two locations, the 5-foot-wide shoulders could not be easily accommodated. Subsequently, he said, the Town received the SMTA grant funds necessary to complete a widening project on Alpine Road, and began the geological studies with Cotton, Shires & Associates.

Mr. Young then presented the slide show and described existing types of walls in the Town's right of way and the nine options that were laid out in the staff report. Mr. Young explained that the Town Council would like to begin finalizing a design at the April 22 Town Council meeting with the goal of starting construction this summer.

In response to a question regarding the benefits of the wood wall option, Mr. Wallace advised that the wood has a design life of 30 to 50 years, and if it deteriorates or is damaged, it can be easily replaced.

Commissioner Breen asked why the Town was moving forward so quickly with the project if the deadline for using the grant money is 2019. Mr. Young said that there is a desire by the BPTS Committee and the Town Council to enhance the shoulder on Alpine Road, and the Council has directed that the project be completed. Commissioner Breen commented that there are existing options for cyclists including a trail located above the site, and the C-1 trail across the street. Mr. Young advised that the trail above the site is a horse trail and bikes are not allowed, and while the C-1 trail is available for bicyclists, it is for off-road bikes.

Vice Chair Harrell noted her support to provide safety for the many bicyclists.

Commissioner Koch asked if there were any cost-prohibitive reasons for using or avoiding any of the options. Mr. Young said the grant application was developed using the wood lagging option. He said that the original grant application specification of 500 feet of wall has been reduced to approximately 400 feet, and that cost savings can be used to explore some of the other more expensive design options.

Commissioner Clark asked about the existing condition of the sandstone outcropping at the narrowest point. Mr. Wallace advised that the cuts into the hill do not need to be very extensive and the walls can taper to the north and south. He noted that the Arastradero Road intersection has the narrowest shoulder and the weakest rock.

Commissioner Breen asked if Option 2 (grading only) was feasible without putting up a wall. Mr. Wallace said the grading option would involve either reducing the slope angle or pushing the entire cut back in its current form. He said that while it is feasible, it involves taking out all the trees and vegetation and actually pushes the slope back beyond the Town's right of way.

Commissioner Koch asked if there was any material in the hillside that could be integrated into the new wall. Mr. Wallace said it may be a viable option that they are already exploring.

Vice Chair Harrell asked if the small berm in front of an existing wood lagging retaining wall along Portola Road was composed of loose rock and whether the berm material would cause a problem to bicyclists in rainy weather. Mr. Young said it is compacted dirt engineered to stay in place.

Chair Ross invited public comments.

Mr. Warr asked Mr. Young and Mr. Wallace to see a section diagram for Option 2. Mr. Wallace noted that if the angle is steepened, the slope will have more instability than currently exists. He clarified that Option 2 recommends pushing the entire slope back and lowering the angle.

Joyce Shefren, Trails Committee, advised that the upper trail is an equestrian trail and asked if Option 2 would affect the equestrians heading toward Golden Oak Drive. Mr. Young said that a wall would not affect the equestrian trail, but if the slope was cut back under Option 2, that there would be no place to put the trail because they would run out of right-of-way.

Vice Mayor Derwin said that the Town council was advised that the intersection is unsafe for bicyclists and needed to be corrected. The project was vetted through the BPTS and the Town Council. The grant process was very competitive, and she is very pleased that the Town was awarded a grant for this project.

There being no further comments from the public, Chair Ross asked the Commission for comments that would be forwarded to the Town Council.

Vice Chair Harrell stated that the wood wall and the shotcrete wall are not aesthetically acceptable choices. She offered support for the steel I-beam and concrete lagging walls. She noted that the retaining wall with rock facing (Photograph F) looked too urban. She said the CMU wall with stacked rock facing looked more natural. She said if the wall needed to be high, then the crib wall with plantings would be a better choice than wood.

Commissioner Clark expressed support for the steel I-beams with wood infill design. He supported limiting the wall to 4 feet high and placing an earthen berm in front of it. He stated he did not support a rock or concrete wall solution.

Commissioner Breen stated that she was not aware of any traffic studies, evidence of injuries, or police reports identifying a problem at this intersection. She agreed that there is a consistency to the steel I-beams with wood infill in town. She stated that she did not support seeing a wood and metal wall at this location where the existing stone outcroppings are a beautiful, natural feature. She expressed concern that this project could set a precedent for future walls. She wondered if the lanes could instead be narrowed and the slope cut back rather than installing a retaining wall.

Commissioner Koch said that although she does recognize the potential danger of the narrow shoulder, she is also concerned about this becoming a precedent for the future of Alpine Road and Portola Road. She said she notices the steel I-beam and wood lagging wall at Windy Hill because it is an unnatural element and prefers something more organic such as native boulders and not a formal wall. She said the CMU wall is acceptable but it would be difficult to achieve the vintage look. She stated she did not support a crib wall design.

Vice Chair Harrell stated she would prefer a stone wall that was made to look vintage. She said a wood

wall is visually demanding, and the proposed wall should not draw attention to itself.

Chair Ross said he was aware of the bike lane study and aware of the distinction between a shoulder and a bike lane. He said there are no official bike lanes in Portola Valley, and the shoulders are used by bicyclists who do not feel safe riding on the road. He agrees that the intersection is a pinch point that should be corrected. He said he would like to see a variegated wall surface with outcroppings of competent rock with interrupted sections of retaining wall for the pockets of incompetent material. He said that while it may make for a more complicated project, it would make for a nicer entryway to Portola Valley from Arastradero than a monolithic wall. He said that if an unbroken wall design is required, then steel beams with lagging might be the best solution and could be done in a way that respects the existing sandstone formation.

Chair Ross said if it were possible to modify Option #2, removing as little material as possible and minimizing the use of any retaining wall, and reducing the 420 lineal feet down to six different sections that add up to 110 feet, it would be a beautiful solution.

Mr. Wallace said that the exposure of the sandstone can be maximized by cleaning it off with high pressure air. However, he noted that it is a 200-foot stretch that will be very difficult to break up, but that further exploration can be carried out.

Commissioner Koch suggested that the design utilize the natural outcroppings to break up the retaining wall. Chair Ross agreed, as long as the work remains within the Town right-of-way, that visually breaking up the wall so that it is not in a straight line would be preferable. He suggested that a two-phase approach may need to be employed, where first, removal of the existing materials with some exploration for competent sandstone outcroppings would occur, and then the design of the wall could then be finalized based on the locations of that competent rock.

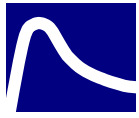
Mr. Young advised that he will use the Commission's feedback and determine what is feasible, what logistics and funding will be required, and how the preferred option would affect the construction schedule. Regarding the project setting a precedent, he advised that the BPTS identified this one location, and there are no other wall widening projects under consideration.

Commissioner Breen asked Mr. Young if a wall was planned for Portola Road in front of Town Center. Mr. Young advised that there would be no wall. Commissioner Breen stated that it is important for the ASCC to review any proposed improvements within the scenic corridors. Mr. Young said that he understands that improvements within the scenic corridors should be limited and in keeping with the rural nature of Portola Valley.

Ms. Pedro asked the Commission to recommend the top three options for Town Council consideration, including the additional options they discussed.

Based on the ASCC discussion, Chair Ross summarized the three recommended options, in no particular order of preference: 1) a stone retaining wall that is broken up by natural, competent sandstone outcroppings left in place, that would stagger in height and depth where feasible; 2) a rock clad retaining wall, either CMU or concrete; 3) a wood lagging retaining wall with steel I-beams.

Mr. Young confirmed that he will forward the Commission's feedback back to the Town Council.



April 13, 2015  
E5254

Mr. Howard Young  
Public Works Director  
TOWN OF PORTOLA VALLEY  
765 Portola Road  
Portola Valley, California 94028

**SUBJECT: Retaining Wall Options**  
RE: Alpine Road Improvement Project  
Alpine Road at Arastradero Road  
Portola Valley, California

Dear Mr. Young:

Cotton, Shires and Associates, Inc. (CSA) is pleased to present the Town of Portola Valley (Town) with our recommendations in regards to proposed retaining wall options for the Alpine Road Improvement Project near the intersection with Arastradero Road in Portola Valley, California. This letter is in response to email communication received by CSA from you, dated March 25<sup>th</sup>, 2015, in which you summarize the preferred retaining wall options outlined by the ASCC during the meeting of Monday, March 23<sup>rd</sup>, 2015.

### **DISCUSSION**

The Town of Portola Valley ASCC, during the meeting of March 23, 2015, indicated a preference for the following options (not in any preferred order) for the Alpine Road Improvement Project.

1. A rock clad concrete wall using native material (rock) as the facing, that is broken up (segmented) into different sections, if possible, and where needed, in an effort to expose as much of the existing natural sandstone; perhaps incorporating variable heights to result in a more natural, non-engineered appearance.
2. A continuous rock clad concrete wall using native material (rock) as the facing, perhaps varying in height to result in a more natural, non-engineered appearance, corresponding to Option 6 and 7 of our March 19, 2015 'Preliminary Evaluation of Retaining Wall Options' letter.



3. A continuous I-beam and wood lagging wall corresponding to Option 4 of our March 19, 2015 'Preliminary Evaluation of Retaining Wall Options' letter.

## OPINIONS

We are providing the following opinions and recommendations with regard to the ASCC preferred options, as outlined above. The rock wall options (Option 1 and 2) would be constructed using a shallow, conventional footing, which would lend itself to a more flexible alignment during construction, rather than pre-established alignment and rigid pier spacing necessary for a pier-supported wall. This would allow the contractor and engineer more flexibility to 'form-fit' the wall to the slope and rock outcroppings during construction. The appearance of the rock wall would be to utilize a stacked rock style with stone that was closely matched to the existing sandstone.

1. The 'segmented' rock wall option as discussed above appears feasible; however, it is our opinion that segmenting the wall would only be possible for the extreme northern and southern portions of the alignment. At least 250 to 300 feet of the alignment appears necessary to have a wall to stabilize the cut, and to provide the necessary additional width for the roadway shoulder. Cutting into the slope without wall further destabilizes the already unstable central to southern portion of the cutslope, and places liability on the Town for any future slope failures and consequences thereof.
2. The continuous rock wall option appears to be the more feasible of the two stacked rock alternatives. The height of this wall could be varied to provide a more natural, less engineered look. The wall height could be reduced in areas where more natural sandstone exists. Additionally, this type of wall could be combined with scaling and cleaning of the cutslope to enhance the appearance of the existing sandstone (i.e., high-pressure air cleaning, and trimming of the brow of the slope to prevent sloughing and subsequent burial of the sandstone over time). We have obtained engineers construction costs for this type of wall: for a 400-foot long wall, an approximate cost of \$250,000-\$300,000 should be anticipated.
3. The steel I-beam and lagging wall is feasible, and costs were provided approximately one year ago, which included a \$250,000 cost (engineer's estimate, not a contractor bid) for a 500-foot long wall. In general, the Option 2 costs appear to be approximately 20% more than the I-beam and lagging wall. Our recent preliminary wall layout includes approximately 400 feet of necessary wall length, which would result in an approximate steel I-beam and lagging wall cost of \$210,000 to \$230,000. It should be understood that these costs are estimates, and that contractor pricing fluctuates from year to

year, and seasonally, depending on contractor scheduling and economic factors.

### **CONCLUSIONS AND RECOMMENDATIONS**

It appears that Options 2 and 3 are the preferred wall options, as expressed by the Portola Valley ASCC. From a geologic and geotechnical standpoint, these wall options are feasible and appear to be within a reasonable cost range of the typical steel I-beam and lagging wall. Option 2 would more closely match the existing natural rock outcroppings, and could further enhance the natural sandstone by scaling and pressure cleaning the slope. The actual appearance of this wall would depend upon the rock selected for the wall facing, and thus, we would recommend that prior to construction, the engineer/contractor research stone availability, and present the Town with rock options. Having the contractor build a short 'mock-up wall' should also be considered so that the Town could review and approve the wall type and style prior to the start of construction.

The steel I-beam and lagging wall has been constructed in several places in Town, and thus, this option should be well vetted. Steel I-beams can be coated with colorized protective plating to provide a small variation to the typical steel beam colors, if desired. Both options could employ a berm in front of the wall to help reduce the apparent wall height, and to promote vegetation growth in front of the wall.

### **LIMITATIONS**

Our services consist of professional opinions and recommendations made in accordance with generally accepted engineering geology and geotechnical engineering principles and practices. No warranty, expressed or implied, or merchantability of fitness, is made or intended in connection with our work, by the proposal for consulting or other services, or by the furnishing of oral or written reports or findings.

We trust that this provides you with the information that you need at this time. If you have any questions, please don't hesitate to call.

Respectfully submitted,

**COTTON, SHIRES AND ASSOCIATES, INC.**



John M. Wallace  
Principal Engineering Geologist  
CEG 1923

**COTTON, SHIRES AND ASSOCIATES, INC.**



## Exhibit D - Existing walls around Town





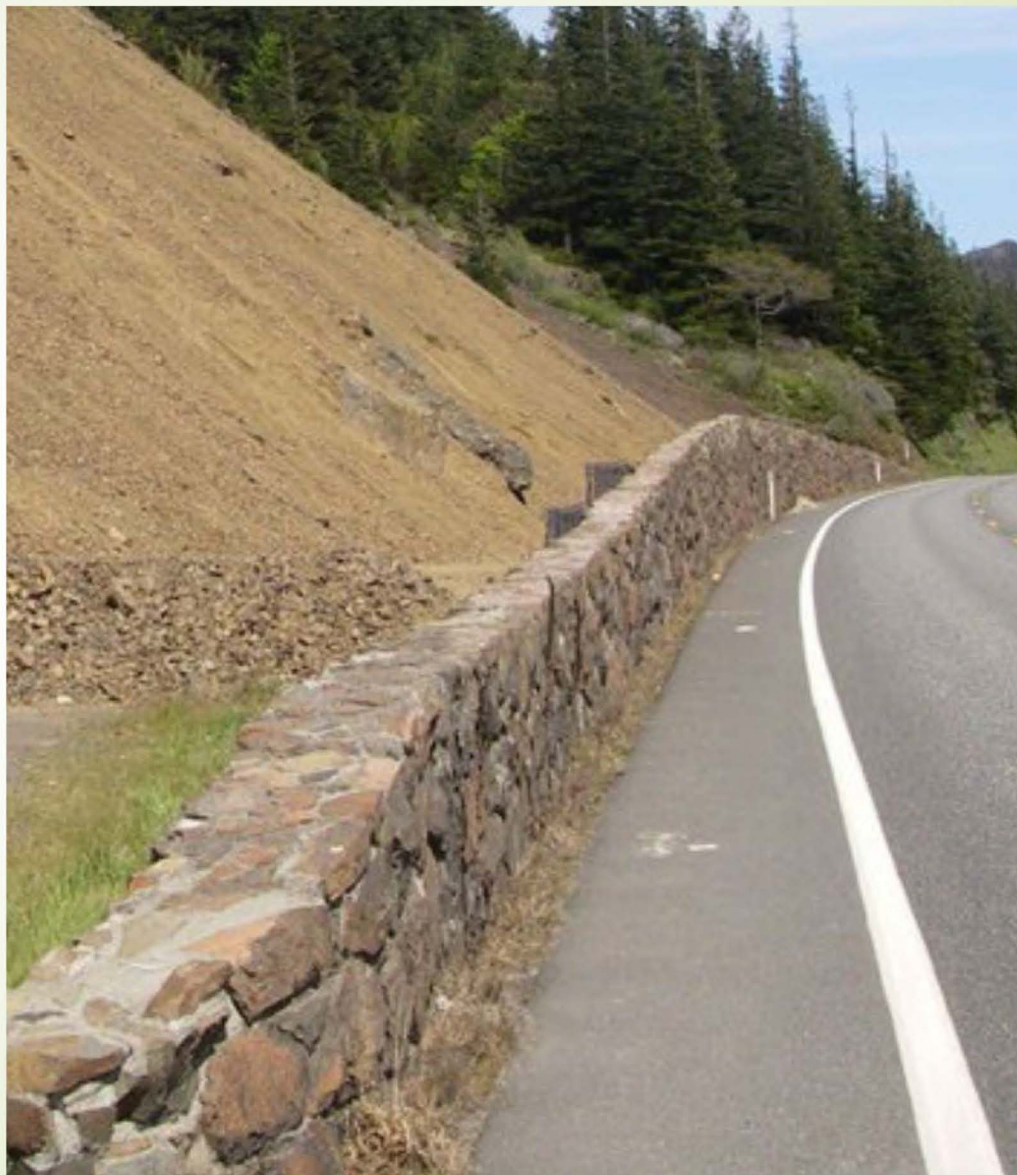
**Existing wall  
on Portola  
Road  
At Town  
entrance**



**Existing wall along upper Alpine Road**

## Exhibit E

### Option 2: CMU wall with rock facing example

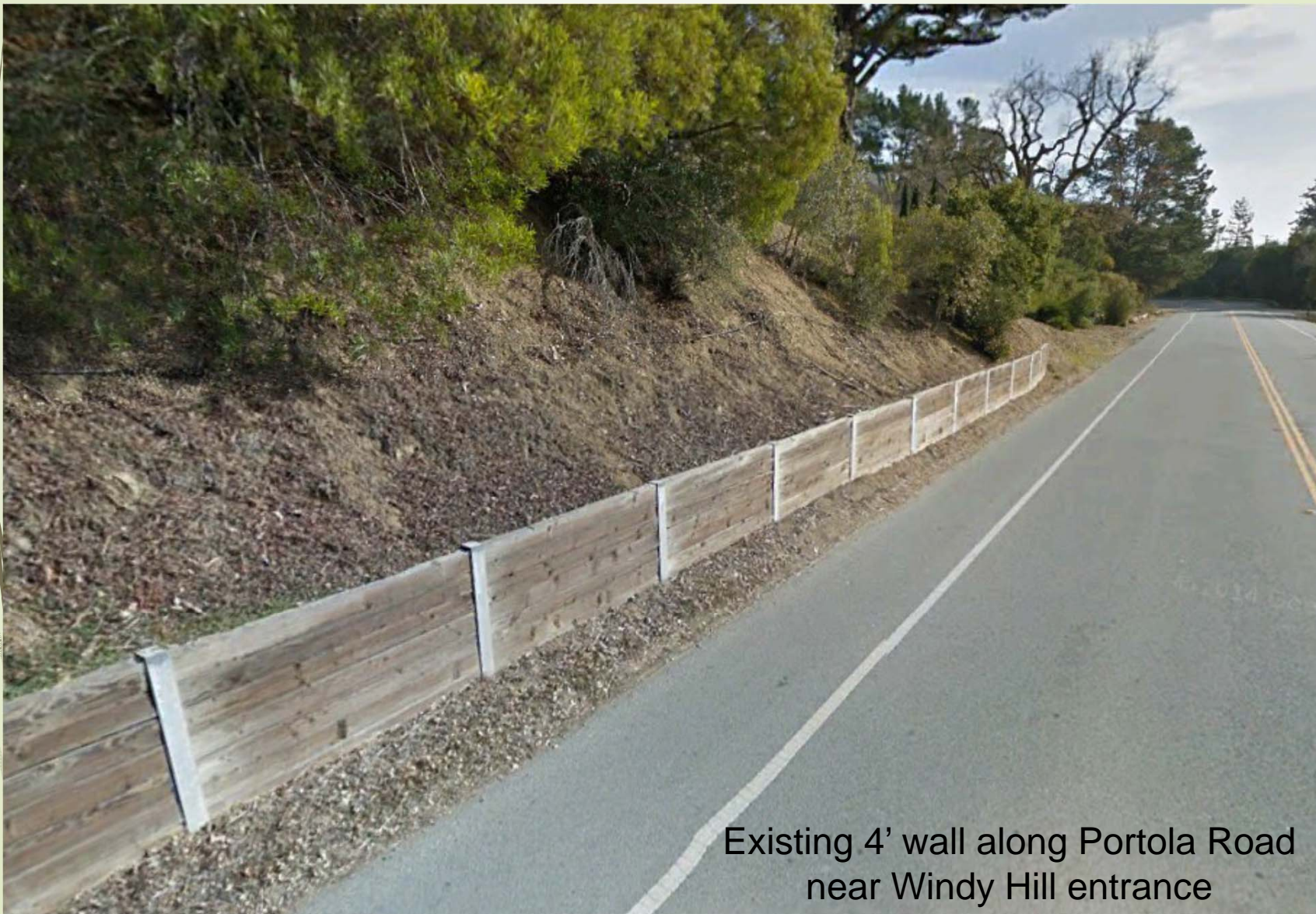


## Option 2: Rock Faced Concrete example



## Exhibit F

### Option 3: Steel I-Beam and Wood Lagging



Existing 4' wall along Portola Road  
near Windy Hill entrance

# Exhibit G- Project Area: Alpine at Arastradero







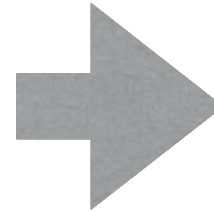
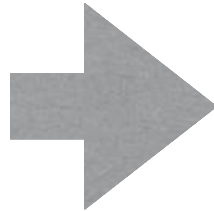
Community Choice Simplified

Town of Portola Valley  
Presentation to Town Council  
April 22, 2015

# What is Community Choice and Why Should You Care?

# About Community Choice

California Law Gives Your Community the Right to Control Your Energy Supply



## Choice of Power

Your Community  
Chooses your  
energy sources  
and the rates you pay

## Power Delivery

Your electric utility  
reliably delivers  
your energy,  
reads your meter,  
sends you bills and  
collects payments

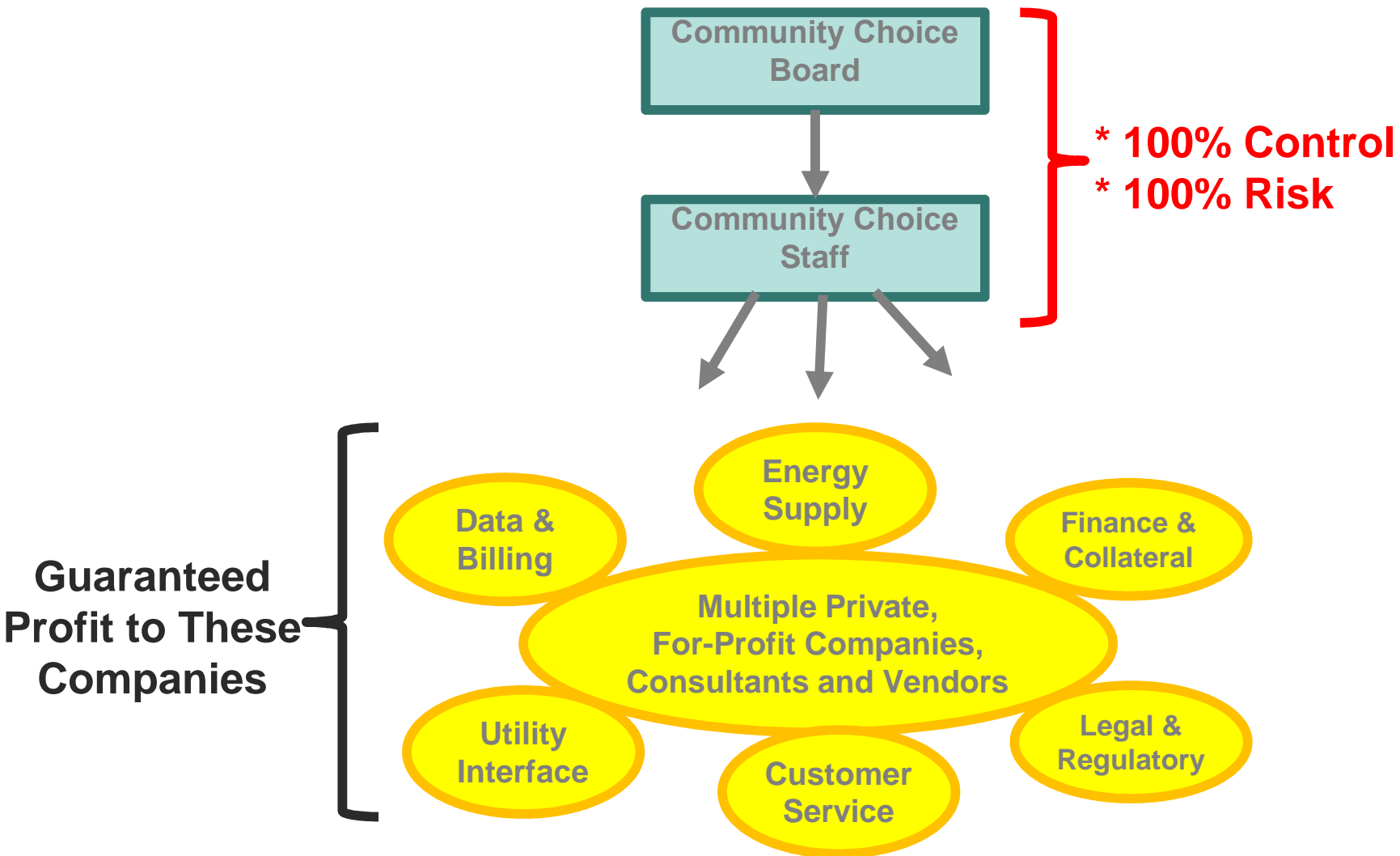
## New Benefits

Cleaner Energy and  
Lower Rates for your  
Community through  
local control  
over your energy  
sources

# How Can My Community Implement A Community Choice Program?

# Existing Community Choice Model

Traditional Community Choice shifts the financial and regulatory risks to the community



# Public-Private Partnership Community Choice Model

Community Choice Board

- \* 100% Control
- \* Minimized Risk
- \* Guaranteed Benefits



California Clean Power Consolidated Operations

- † Energy Supply
- † Finance & Collateral
- † Legal & Regulatory
- † Customer Service
- † Data & Billing
- † Utility & Interface
- † Program Assistance

- \* Market Risk
- \* Performance Based Return



# THE ADDITIONAL BENEFITS OF THE PUBLIC-PRIVATE MODEL

Under both models, Communities, not companies, control their energy supplies.

## **Under the Public-Private model:**

- ✦ Individual Communities retain 100% control instead of 1 vote of many
- ✦ Public Benefit Corporation - we provide long term, guaranteed benefits
- ✦ Private investment, rather than public funds, at risk
- ✦ Timely and Efficient – all key resources are in-house at California Clean Power, eliminating the need to hire multiple consultants
- ✦ Minimal staffing and overhead – Community makes the policy decisions, California Clean Power takes care of the day to day operations

# FINANCIAL CONSIDERATIONS

MCE data taken from 2014 Audited Financials  
SCP data taken from 2014/15 Approved Budget

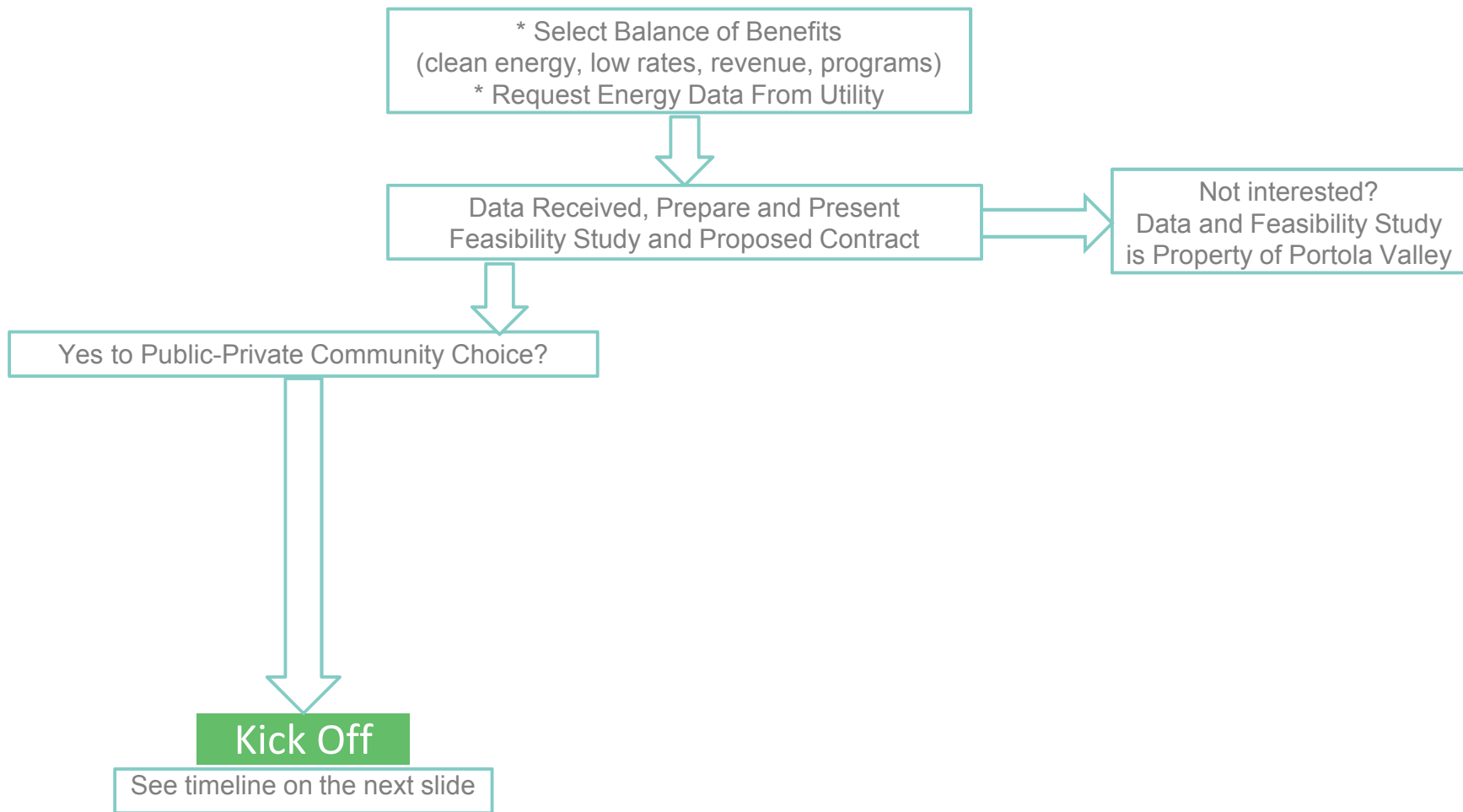
	MCE	SCP	Portola Valley Community Choice
<b>Estimated</b> Feasibility Study/Implementation Plan/CPUC Bond	\$400,000	\$400,000	California Clean Power Provides These Services And Covers These Costs Recovering Them Through Subsequent Collection Of Community Choice Rates
Energy, Including Third Party Profit & Overhead	\$73,734,457	\$65,244,000	
<b>Estimated</b> Energy Procurement Reserves (\$ or Equivalent)	\$7,500,000	\$7,500,000	
Third Party Contractors, Vendors and Consultants	\$5,518,343	\$4,005,000	
Debt Service	\$1,797,004	\$1,579,000	
Personnel	\$1,642,623	\$1,506,000	
General and Administrative	\$428,344	\$330,000	
<b>TOTAL</b>	<b>\$90,620,771</b>	<b>\$80,164,000</b>	



## FINANCIAL CONSIDERATIONS, cont'd

- ✦ California Clean Power has \$15mm Allocated to a Total Population of 200,000
- ✦ We Are Regulated by the Federal Energy Regulatory Commission
- ✦ We Use the Same Risk Management Policies as The Utilities
- ✦ All of Our Power Contracts Are Assignable
- ✦ We're Out of Business? Your Community Seamlessly Returns to Utility Service
- ✦ We Forecast Sufficient Market Energy to Supply Community Choice Populations in California Up to 10,000,000 People

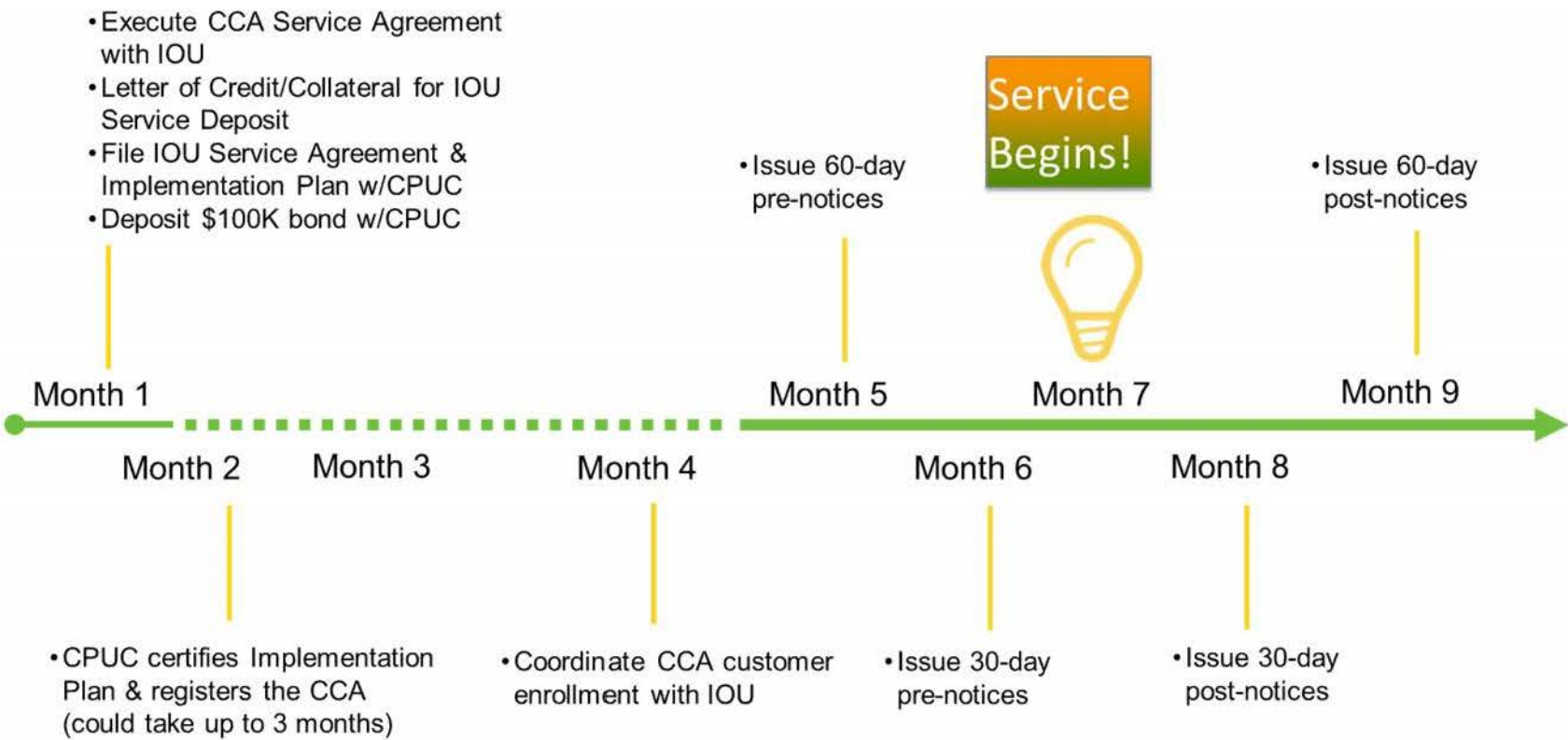
# Exploring Community Choice



# Timeline for Implementing Community Choice

**Kick Off**

- Pass Ordinance
- Approve Contract
- Approve Implementation Plan & Statement of Intent



## Portola Valley Community Choice (possible scenarios based on estimated data)

Community Choice Proposal	Default 100% Premium Renewables with Rate Reduction	Default 100% Premium Renewables with NO Rate Reduction
Forecast GHG Impact from Electricity Consumption	-5,495 MTCO <sub>2</sub> e	-5,495 MTCO <sub>2</sub> e
Portola Valley GHG Reduction Target	-7,650 MTCO <sub>2</sub> e	-7,650 MTCO <sub>2</sub> e
% Average Savings off the Total Electric Bill	1%	0%
Annual Revenue to Portola Valley	\$0	\$60,000
Contract Term	5 to 20 Years (20 Years = New Central Valley Solar Project)	5 to 20 Years (20 Years = New Central Valley Solar Project)

# Community Participation Rates

<i>Plan Features</i>	PG&E “Green Option”	Marin Clean Energy “Deep Green”	Sonoma Clean Power “EverGreen”	Portola Valley Standard w/ “QuickStart”
• <i>Cost of 100% Renewable</i>	Addnl. \$15/month for Avg Residential (approx.)	Addnl. \$5/month for Avg Residential (approx.) comprised only of approx 1/3 premium renewables	Addnl. \$20/month for Avg Residential (approx.) comprised mostly of Geysers, Geothermal	LESS \$1/month for Avg Residential (approx.) comprised of ALL PREMIUM RENEWABLES
• <i>Time for Full Roll-Out</i>	Expected End of 2015	2+ Years	3+ Years	6-9 MONTHS (from Council Approval)
• <i>Participation Rate</i>	Likely < 3%	Likely < 2%	Likely < 2%	Likely > 80%+
• <i>Location of Procurement Team</i>	San Francisco, CA	Houston, TX	Baltimore, MD	Santa Rosa, CA

# California Clean Power - Core Team



Peter Rumble, *CEO*: over 15 years of staff level California government leadership focusing on the environment and sustainability related issues; former Sonoma County Deputy Administrator.



Kelly Foley, *General Counsel & Director of Regulatory Affairs*: over two decades of legal, energy and environmental experience at California utilities, state agencies and environmental organizations; part of the Sonoma Clean Power Executive Management launch team.



Nathanael Miksis, *Director of Energy Procurement & Market Analysis*: over a decade of energy procurement experience including 3 years at PG&E; as Sonoma Clean Power's Director of Energy Procurement, saved ratepayers over \$30 million dollars.



Shehzad Wadalawala, *Associate Director of Energy Procurement*: over a decade of energy procurement experience including nearly a decade at PG&E; recently brought Community Choice-like services (direct access) in-house for the University of California system.



Khyati Shah, *VP of Marketing & Communications*: over 15 years of communications experience; including Apple and former senior communications manager at SolarCity.

# Thank You!

For any questions, please contact us:

Peter Rumble, CEO  
707-623-9933  
prumble@cacleanpower.com

Kelly Foley, General Counsel  
707-486-5411  
kfoley@cacleanpower.com

