



# TOWN OF PORTOLA VALLEY

**7:00 PM – Regular Meeting of the Town Council**  
**Wednesday, September 9, 2015**  
**Historic Schoolhouse**  
**765 Portola Road, Portola Valley, CA 94028**

## REGULAR MEETING AGENDA

### **CALL TO ORDER AND ROLL CALL – 7:00 PM**

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

### **ORAL COMMUNICATIONS**

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

### **CONSENT AGENDA**

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

1. **Approval of Minutes** – Regular Town Council Meeting of August 26, 2015 (3)
2. **Approval of Warrant List** – September 9, 2015 (8)
3. **Recommendation by Acting Town Manager** – Approval of Agreement with Tyler Technologies, Inc. for the (14) Purchase and Implementation of EnerGov Software for Permit Management and Related Services
  - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and Tyler Technologies, Inc. (Resolution No. \_\_)
4. **Recommendation by Acting Town Manager** – Second Reading of an Ordinance Approving Amendments to the (75) Second Unit Ordinance
  - (a) Second Reading of Title, Waive Further Reading, and Adopt an Ordinance Amending Title 18 [Zoning] of the Portola Valley Municipal Code Relative to Second Units (Ordinance No. \_\_)
5. **Recommendation by Acting Town Manager** – Second Reading of an Ordinance to Establish Expedited (79) Permitting Procedures for Small Residential Rooftop Solar Systems
  - (a) Second Reading of Title, Waive Further Reading, and Adopt an Ordinance of the Town of Council of the Town of Portola Valley Adding Chapter 15.21 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems (Ordinance No. \_\_)
6. **Recommendation by Acting Town Manager** – Parking Notice for Windy Hill Preserve Parking Lot (86)

### **REGULAR AGENDA**

7. **PRESENTATION** – San Mateo County Environmental Health Division, Update of County Onsite Wastewater (88) Treatment System Ordinance

### **COMMITTEE REPORTS & REQUESTS** – *None to Report*

### **STAFF REPORTS AND RECOMMENDATIONS**

8. **Recommendation by Acting Town Manager** – Formation of an Ad-Hoc Town Center Master Plan Committee and (89) Proposed Charter and Membership
9. **Report by Acting Town Manager** – Code Enforcement Activity Report (91)
10. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS** - Town Council members provide a (102) brief announcement or report on items of significance for the entire Town Council arising out of their liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*

**WRITTEN COMMUNICATIONS**

11. **Town Council Digest** – August 28, 2015 (103)
12. **Town Council Digest** – September 4, 2015 (116)

**ADJOURN TO CLOSED SESSION**

13. **PUBLIC EMPLOYMENT**  
Government Code § 54957  
Town Manager

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT**

**ASSISTANCE FOR PEOPLE WITH DISABILITIES**

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

**AVAILABILITY OF INFORMATION**

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

**SUBMITTAL OF AGENDA ITEMS**

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

**PUBLIC HEARINGS**

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

**PORTOLA VALLEY TOWN COUNCIL REGULAR MEETING NO. 916, AUGUST 26, 2015**

**CALL TO ORDER AND ROLL CALL**

Mayor Aalfs called the Town Council's Regular meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Ms. Hanlon called the roll.

Present: Councilmembers Craig Hughes, John Richards, Ann Wengert; Vice Mayor Maryann Moise Derwin; Mayor Jeff Aalfs.

Absent: None

Others: Debbie Pedro, Acting Town Manager  
Leigh Prince, Town Attorney  
Sharon Hanlon, Town Clerk  
Brandi de Garreaux, Sustainability and Special Projects Manager

**ORAL COMMUNICATIONS**

Sylvia Porter, resident of Portola Valley Ranch, said there was a growing concern regarding drone flying at the Ranch. She said residents are concerned about privacy, noise, wildlife disruption, and risk of fire from the heat of the drones.

**CONSENT AGENDA** [7:03 p.m.]

- (1) Approval of Minutes: Town Council Regular Meeting of August 12, 2015. [*Pulled from Consent Agenda*]
- (2) Approval of Warrant List: August 26, 2015, in the amount of \$133,963.62.
- (3) Recommendation by Acting Town Manager – Property Acquisition Report
- (4) Recommendation by Public Works Director – Adoption of a Resolution Authorizing the Execution of a Public Works Mutual Aid Agreement with the County of San Mateo and other neighboring cities within the County for Emergency and Disaster Events
  - a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the Execution of a Public Works Mutual Aid Agreement (Resolution No. 2672-2015)
- (5) Recommendation by Administrative Services Manager – Adoption of a Resolution Authorizing Execution of an Agreement with City of Redwood City for Information Technology Services for Town Hall. [*Pulled from Consent Agenda*]
  - a) Adoption of a Resolution of the Town Council of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and the City of Redwood City (Resolution No. 2673-2015)

Councilmember Wengert moved to approve Items 2, 3, and 4. Seconded by Councilmember Richards, the motion carried 5-0 by roll call vote.

- (1) Approval of Minutes: Town Council Regular Meeting of August 12, 2015.

Councilmember Richards moved to approve the Town Council Regular Minutes of August 12, 2015. Seconded by Councilmember Wengert, the motion carried 4-0. Councilmember Hughes abstained.

- (5) Recommendation by Administrative Services Manager – Adoption of a Resolution Authorizing Execution of an Agreement with City of Redwood City for Information Technology Services for Town Hall.
- a) Adoption of a Resolution of the Town Council of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and the City of Redwood City (Resolution No. 2673-2015)

In response to Councilmember Wengert's comment, Ms. Pedro said she will check with the City of Redwood City regarding the inconsistency regarding surcharges for additional services during non-business hours.

Councilmember Wengert asked for staff's opinion of the level of service received from Redwood City's IT Department. Ms. Pedro said there had been discussion of looking for an alternative vendor; however, because of the transition, she feels the best option at this point is to extend the contract for a year. She said they will look into alternatives during the next 12 months. The Council unanimously agreed with Councilmember Wengert's suggestion to request a 6-month contract instead of a 12-month contract.

Councilmember Wengert moved to approve Item #5 subject to Redwood City agreeing to a six-month term and the clarification of the hourly rate for services provided during non-work hours. Seconded by Councilmember Richards, the motion passed 5-0.

## **REGULAR AGENDA**

- (6) Presentations – None

## **COMMITTEE REPORTS & REQUESTS [7:09 p.m.]**

- (7) Report from the Cultural Arts Committee – Committee Survey Results

Elizabeth Papadopoulos presented the Cultural Arts Committee Annual Report, results from their survey conducted this summer, and plans for the upcoming year.

- (8) Update on Drought Emergency

Ms. de Garmeaux provided an update on the Water Efficiency Landscape Ordinance (WELO). She said the final ordinance from the Department of Water Resources was received in mid-July but they are currently putting together the whole package, hopefully completed by the end of August. Once it is all together, it will go to the Water Conservation Committee and the Conservation Committee for review and input. She said BAWSCA will meet next week with conservation managers from the different agencies to discuss if they will pursue a regional effort. She said the final proposed ordinance, which the state requires to be adopted by December 1, will be brought to the ASCC, the Planning Commission, and finally the Council for adoption. She said Town-wide water use for June and July 2015 compared to June and July 2013 is down a cumulative total of 47%. The goal is a cumulative 36% reduction for the period of June 2015 through February 2016. She said Cal Water met with all the electeds from the cities, the district, and staff, where they advised they would be providing reports similar to PG&E energy reports. Those reports were supposed to be sent out in late-July, but as of last week no one had received them. She said they said they would eventually install smart meters, with a pilot program to bridge the gap prior to the full installation. Cal Water has agreed to identify the top three reducers in Town for June and July. She said the Water Conservation Committee wants to hold a contest for September and October.

Ms. de Garmeaux said she received a phone call today from Cal Water regarding the Town's appeals for the Domestic Account and Ford Field. She said the Town has been temporarily exempted for the Domestic Account while a decision is being made. For Ford Field, she said the Town will receive a new allocated amount based on the period from October 2013 to September 2014 and will re-bill for July and August to

reflect the new allocations. She said they will study what that means for those fields and decide whether or not to aggregate accounts.

Ms. de Garneau said there are now 40 residents signed up for the H2Oknow tool. There will be another push after Labor Day. The Committee will hold another workshop on the H2Oknow tool in the library on September 17 and will have a presence at the Farmer's Market and Sudden Oak Death Result meeting in September. The next focus will be on reducing and optimizing lawn watering and then smart irrigation controllers. Ms. de Garneau showed the Cal Water "Go For The Gold" lawn signs which are allowed under the Town's sign ordinance since they are cobranded with Cal Water. The signs will be displayed until December 1 and then all of the signs will be collected. The Council reviewed the design of the lawn sign and suggested staff make it more obvious that the signs are related to the drought.

Councilmember Wengert asked what major changes could be expected with the revised WELO ordinance. Ms. Pedro said any proposed irrigated landscaping project over 5,000 square feet is subject to the WELO ordinance. She said the applicant would have to submit a plan with calculations and a water budget. She said the formula has changed so that it is more restrictive and requires the landscape design to be more drought tolerant. Ms. de Garneau said the ordinance includes a provision that encourages rainwater and gray water. Ms. Pedro said the proposed ordinance will be brought through the ASCC, the Planning Commission, and the Town Council in the coming months.

#### **STAFF REPORTS AND RECOMMENDATIONS** [7:35 p.m.]

- (9) Recommendation by Acting Town Manager – First Reading of an Ordinance Approving Amendments to the Second Unit Ordinance.
- a) First Reading of Title, Waive Further Reading, and Introduce an Ordinance Amending Title 18 [Zoning] of the Portola Valley Municipal Code Relative to Second Units (Ordinance No. \_\_\_\_)

Ms. Pedro presented the staff report regarding the amendments to the Second Unit Ordinance.

Mayor Aalfs called for questions from the Council. Seeing none, Mayor Aalfs invited comments from public. Seeing none, Mayor Aalfs closed the public hearing and brought the topic back to the Council for comments.

The Councilmembers were unanimous in their support of the proposed amendment to the Second Unit Ordinance.

Councilmember Hughes moved to approve First Reading of Title, Waive Further Reading, and Introduce an Ordinance Amending Title 18 [Zoning] of the Portola Valley Municipal Code Relative to Second Units. Seconded by Councilmember Wengert; the motion passed 5-0.

- (10) Recommendation by Acting Town Manager – First Reading of an Ordinance to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems.
- a) First Reading of Title, Waive Further Reading, and Introduce an Ordinance of the Town Council of the Town of Portola Valley Adding Chapter 15.21 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems (Ordinance No. \_\_\_\_)

Ms. Pedro presented the staff report regarding the proposed ordinance to establish expedited permitting procedures for small residential rooftop solar systems, which is required by Assembly Bill No. 2188 on or before September 30, 2015.

Mayor Aalfs called for questions from the Council.

In response to Councilmember Wengert's question, Ms. Pedro said approximately 400 to 500 square feet would be the maximum area permitted under the ordinance for solar panels.

With no other questions from the Council, Mayor Aalfs invited public comment. Seeing none, Mayor Aalfs brought the topic back to the Council for comments. There were none.

Councilmember Richards moved to approve First Reading of Title, Waive Further Reading, and Introduce an Ordinance of the Town Council of the Town of Portola Valley Adding Chapter 15.21 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems. Seconded by Councilmember Hughes; the motion passed 5-0.

(11) Recommendation by Town Clerk – November 2015 Election.

- a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving Cancelling the November 2015 General Election and Appointing the Two Nominees to Fill the Two Vacancies on the Town Council (Ordinance No. 2674-2015)

Ms. Hanlon presented the staff report regarding the proposal to cancel the upcoming uncontested election. She noted this action would preclude the opportunity for any write-in candidate to be nominated and would save the Town approximately \$5,000 in budgeted estimated costs.

Mayor Aalfs called for questions from the Council. Seeing none, Mayor Aalfs called for public comment. There were none.

Vice Mayor Derwin moved to adopt the resolution approving the cancellation of the November 2015 General Election and appointing the new nominees to fill the two vacancies on the Town Council. Seconded by Councilmember Hughes; the motion passed 3-0. Mayor Aalfs and Councilmember Wengert abstained.

(12) Council Liaison Committee and Regional Agencies Reports [7:47 p.m.]

Councilmember Wengert – Attended a dog bite appeal hearing held today. In response to Vice Mayor Derwin's question, Ms. Prince said the County is looking to update the animal control ordinance and the Town can look at amending the ordinance so that the County hears the appeals as well.

Councilmember Richards – Attended Cultural Arts Committee meeting last week where they reviewed the Town survey result and declined the Berlin Wall art donation. He attended the Conservation Committee Meeting last night where they discussed people parking on the Spring Down open space property during last week's concert, the growing trend of planting olive trees, and concerns of possible drainage issues due to tree branches along Shady Lane Trail falling into the creek.

Councilmember Hughes – Attended Parks & Recreation Committee meeting on August 3, 2015, where they discussed contacting Little League regarding their use of loud bullhorns and PA systems at their games, the skate ramp, readying the fields for the fall season with the watering changes, and possible installation of a horseshoe court near the tennis court. He attended the Bicycle, Pedestrian & Traffic Safety Committee meeting where Mr. Young provided an update on the retaining wall on Alpine Road. He said they also discussed the West Bay Sanitary project on Georgia Lane and Windy Hill parking. He attended the Nature and Science meeting, but they did not have a quorum and Councilmember Hughes encouraged them to get another committee member. They discussed the possibility of having food trucks at Flight Night on September 19 and Councilmember Hughes referred them to Ms. de Garreaux. They also discussed the Star Party scheduled for October 16 or October 18, weather permitting.

Vice Mayor Derwin – Attended the Water Conservation Committee meeting last week. She attended C/CAG meeting August 13 where they discussed the County Safe Routes to School Program, the Legislative Committee recommendations regarding transportation related bills, a new appointment to the Congestion Management and Environmental Quality Committee, clarification regarding a change in the Brown Act with

regard to voting, and the Airport Land Use Compatibility Plan. She attended the Government Roundtable hosted by the Santa Clara University Markkula Center for Applied Ethics regarding open government, private emails, transparency, etc. Ms. Prince said Portola Valley does have a 30-day email retention policy.

Mayor Aalfs – Attended dog bite appeal hearing. Attended afternoon meeting with staff regarding updates to the Green Building Ordinance.

**WRITTEN COMMUNICATIONS** [8:12 p.m.]

(13) Town Council Digest – August 14, 2015

(14) Town Council Digest – August 21, 2015

#6 - Request from Portola Valley Garden Club re: Use of the Historic Schoolhouse. The Council approved the club's request to use the schoolhouse for their meeting on October 15.

**ADJOURN TO CLOSED SESSION** [8:14 p.m.]

Mayor Aalfs adjourned the meeting to the closed session.

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT** [9:30 p.m.]

Mayor Aalfs adjourned the meeting.

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Mayor

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Town Clerk

**INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST**

September 9, 2015

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Date: 09/04/2015

Time: 10:09 am

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TOWN OF PORTOLA VALLEY

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

ACEEE	Reg 2015 BECC Conference	16735	09/09/2015	
BECC Conference	de Garmeaux	00006330	09/09/2015	
ATTN- KATHRYN HOTTEL	1169		09/09/2015	0.00
WASHINGTON	BOA	49955	09/09/2015	0.00
DC 20045-1000				695.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4326	Education & Training	695.00	695.00

Check No.	49955	Total:	695.00
Total for	ACEEE		695.00

AMERICAN DIABETES ASS'N	Litter Dep Ref, Event 6/7/15	16744	09/09/2015	
			09/09/2015	
1701 NO BEAUREGARD STREET	0087		09/09/2015	0.00
ALEXANDRIA	BOA	49956	09/09/2015	0.00
VA 22311				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	49956	Total:	100.00
Total for	AMERICAN DIABETES ASS'N		100.00

BANK OF AMERICA	July Statement	16733	09/09/2015	
Bank Card Center			09/09/2015	
P.O. BOX 53155	0022		09/09/2015	0.00
PHOENIX	BOA	49957	09/09/2015	0.00
AZ 85072-3155				759.23

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4168	Water Conservation Committee	410.37	0.00
05-64-4311	Internet Service & Web Hosting	124.99	0.00
05-64-4312	Office Equipment	42.81	0.00
05-64-4336	Miscellaneous	181.06	0.00

Check No.	49957	Total:	759.23
Total for	BANK OF AMERICA		759.23

BREATHE CALIFORNIA	Litter Dep Ref, Event 7/11/15	16743	09/09/2015	
			09/09/2015	
2171 JUNIPERO SERRA BLVD	0052		09/09/2015	0.00
DALY CITY	BOA	49958	09/09/2015	0.00
CA 94014-1999				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	49958	Total:	100.00
Total for	BREATHE CALIFORNIA		100.00



**INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST**

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TOWN OF PORTOLA VALLEY

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

CALIFORNIA WATER SERVICE CO	Rossotti Field	16747	09/09/2015	
			09/09/2015	
3525 ALAMEDA DE LAS PULGAS	0011		09/09/2015	0.00
MENLO PARK	BOA	49959	09/09/2015	0.00
CA 94025844				208.79

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4330	Utilities	208.79	0.00	

Check No.	49959	Total:	208.79
Total for	CALIFORNIA WATER SERVICE CC		208.79

CALPERS	August Retirement	16726	09/09/2015	
FISCAL SERVICES DIVISION			09/09/2015	
ATTN: RETIREMENT PROG ACCTG	0107		09/09/2015	0.00
SACRAMENTO	BOA	49960	09/09/2015	0.00
CA 94229-2703				13,045.09

GL Number	Description	Invoice Amount	Amount Relieved	
05-00-2522	PERS Payroll	322.86	0.00	
05-50-4080	Retirement - PERS	12,722.23	0.00	

CALPERS	September Unfunded Liability	16750	09/09/2015	
FISCAL SERVICES DIVISION			09/09/2015	
ATTN: RETIREMENT PROG ACCTG	0107		09/09/2015	0.00
SACRAMENTO	BOA	49960	09/09/2015	0.00
CA 94229-2703				446.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4080	Retirement - PERS	446.00	0.00	

Check No.	49960	Total:	13,491.09
Total for	CALPERS		13,491.09

CITY OF HALF MOON BAY	Dinner&Meeting, John Richards	16727	09/09/2015	
ATTN: SIOBHAN SMITH			09/09/2015	
501 MAIN STREET	0257		09/09/2015	0.00
HALF MOON BAY	BOA	49961	09/09/2015	0.00
CA 94019				40.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4327	Educ/Train: Council & Commissn	40.00	0.00	

Check No.	49961	Total:	40.00
Total for	CITY OF HALF MOON BAY		40.00

COMCAST	WiFi 8/21 to 9/20	16725	09/09/2015	
			09/09/2015	
P.O. BOX 34227	0045		09/09/2015	0.00
SEATTLE	BOA	49962	09/09/2015	0.00
WA 98124-1227				88.77

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4318	Telephones	88.77	0.00	

Check No.	49962	Total:	88.77
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**INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST**

September 9, 2015

Date: 09/04/2015

Time: 10:09 am

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TOWN OF PORTOLA VALLEY

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

Total for COMCAST 88.77

COTTON SHIRES & ASSOC. INC.	July Statement	16737	09/09/2015	
			09/09/2015	
330 VILLAGE LANE	0047		09/09/2015	0.00
LOS GATOS	BOA	49963	09/09/2015	0.00
CA 95030-7218				10,747.24

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4190	Geologist - Charges to Appls	10,747.24	0.00

Check No. 49963 Total: 10,747.24

Total for COTTON SHIRES & ASSOC. INC. 10,747.24

RICHARD GIVENS	Litter Dep Ref, Event 8/22/15	16742	09/09/2015	
			09/09/2015	
617 VETERANS BLVD, STE. 106	558		09/09/2015	0.00
REDWOOD CITY	BOA	49964	09/09/2015	0.00
CA 94063				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No. 49964 Total: 100.00

Total for RICHARD GIVENS 100.00

ICMA	August Deferred Comp	16728	09/09/2015	
VANTAGE POINT TFER AGTS-304617			09/09/2015	
C/O M&T BANK	0084		09/09/2015	0.00
BALTIMORE	BOA	49965	09/09/2015	0.00
MD 21264-4553				2,796.96

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2557	Defer Comp	2,796.96	0.00

Check No. 49965 Total: 2,796.96

Total for ICMA 2,796.96

JENSEN LANDSCAPE SERVICES INC	Grub Application Fields	16741	09/09/2015	
			09/09/2015	
1983 CONCOURSE DRIVE	849		09/09/2015	0.00
SAN JOSE	BOA	49966	09/09/2015	0.00
CA 95131	149074			2,820.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	2,820.00	0.00

Check No. 49966 Total: 2,820.00

Total for JENSEN LANDSCAPE SERVICES I 2,820.00

**INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST**

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
STEPHEN KIRBY	PV Summer Concert 8/20/15	16748	09/09/2015	
dba SOUNDS LIKE MUSIC LLC	(Orig #49906 Voided)		09/09/2015	
4811 TONINO DRIVE	0541		09/09/2015	0.00
SAN JOSE	BOA	49967	09/09/2015	0.00
CA 95136				900.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	900.00	0.00

Check No.	49967	Total:	900.00
Total for	STEPHEN KIRBY		900.00

LEADERSHIP BALANCE	Facilitation Consultant	16736	09/09/2015	
			09/09/2015	
372 S. EAGLE ROAD	1389		09/09/2015	0.00
EAGLE	BOA	49968	09/09/2015	0.00
ID 83616	08202015-01			8,500.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4214	Miscellaneous Consultants	8,500.00	0.00

Check No.	49968	Total:	8,500.00
Total for	LEADERSHIP BALANCE		8,500.00

LYNCH ELECTRIC & SONS INC	CH Generator Update	16746	09/09/2015	
			09/09/2015	
1160 INDUSTRIAL ROAD, #18	1365		09/09/2015	0.00
SAN CARLOS	BOA	49969	09/09/2015	0.00
CA 94070	2015.232			1,460.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	1,460.00	0.00

Check No.	49969	Total:	1,460.00
Total for	LYNCH ELECTRIC & SONS INC		1,460.00

MENLO PARTNERS STAFFING	Lise Olson, 8/3/15 to 8/28/15	16729	09/09/2015	
			09/09/2015	
P.O. BOX 26470	0371		09/09/2015	0.00
SAN FRANCISCO	BOA	49970	09/09/2015	0.00
CA 94123	1354,1361			5,877.78

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4050	Office/Comm Assistant	3,137.22	0.00
05-50-4050	Office/Comm Assistant	2,740.56	0.00

Check No.	49970	Total:	5,877.78
Total for	MENLO PARTNERS STAFFING		5,877.78

PLATINUM FACILITY SERVICES	August Statement	16738	09/09/2015	
			09/09/2015	
1530 OAKLAND RD., #150	402		09/09/2015	0.00
SAN JOSE	BOA	49971	09/09/2015	0.00
CA 95112	21207			2,987.51

**INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST**

September 9, 2015

Date: 09/04/2015

Time: 10:09 am

Page: 5

TOWN OF PORTOLA VALLEY

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

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	722.01	0.00
05-66-4344	Janitorial Services	1,487.65	0.00
25-66-4344	Janitorial Services	777.85	0.00

Check No.	49971	Total:	2,987.51
Total for	PLATINUM FACILITY SERVICES		2,987.51

CYNTHIA RICHARDSON	August Statement	16739	09/09/2015	
dba Richardson Consulting			09/09/2015	
24 CAMPBELL LANE	1250		09/09/2015	0.00
MENLO PARK	BOA	49972	09/09/2015	0.00
CA 94025				2,940.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4196	Planner	2,940.00	0.00

Check No.	49972	Total:	2,940.00
Total for	CYNTHIA RICHARDSON		2,940.00

CINDY RODAS	Tuition Reimbursement	16749	09/09/2015	
			09/09/2015	
24866 JOYCE STREET	1184		09/09/2015	0.00
	BOA	49973	09/09/2015	0.00
				1,680.00

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4104	Tuition Reimbursement	1,680.00	0.00

Check No.	49973	Total:	1,680.00
Total for	CINDY RODAS		1,680.00

STANDARD INSURANCE CO.	August LTD/Life Premium	16730	09/09/2015	
			09/09/2015	
PO BOX 5676	0469		09/09/2015	0.00
PORTLAND	BOA	49974	09/09/2015	0.00
OR 97228				271.36

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4091	Long Term Disability Insurance	271.36	0.00

Check No.	49974	Total:	271.36
Total for	STANDARD INSURANCE CO.		271.36

STATE COMP INSURANCE FUND	September 2015 Premium	16731	09/09/2015	
			09/09/2015	
PO BOX 748170	0122		09/09/2015	0.00
LOS ANGELES	BOA	49975	09/09/2015	0.00
CA 90074-8170				1,713.50

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4094	Worker's Compensation	1,713.50	0.00

Check No.	49975	Total:	1,713.50
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**INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST**

September 9, 2015

Date: 09/04/2015

Time: 10:09 am

Page: 6

TOWN OF PORTOLA VALLEY

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

Total for	STATE COMP INSURANCE FUND	1,713.50
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ALISON WELLS	CH Deposit Refund	16745	09/09/2015	
			09/09/2015	
15 NARANJA WAY	1390		09/09/2015	0.00
PORTOLA VALLEY	BOA	49976	09/09/2015	0.00
CA 94028				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2561	Community Hall Deposits	1,000.00	0.00

Check No.	49976	Total:	1,000.00
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Total for	ALISON WELLS	1,000.00
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WOODSIDE FIRE PROTECTION DISTR	CERPP Coordinator, July-Sept	16734	09/09/2015	
		00006263	09/09/2015	
3111 WOODSIDE ROAD	709		09/09/2015	0.00
WOODSIDE	BOA	49977	09/09/2015	0.00
CA 94062				3,000.75

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4333	Fire Prevention	3,000.75	3,308.47

Check No.	49977	Total:	3,000.75
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Total for	WOODSIDE FIRE PROTECTION DI	3,000.75
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Total Invoices:	24	Grand Total:	62,277.98
		Less Credit Memos:	0.00
		Net Total:	62,277.98
		Less Hand Check Total:	0.00
		Outstanding Invoice Total:	62,277.98

TOWN OF PORTOLA VALLEY  
Warrant Disbursement Journal  
September 9, 2015

Claims totaling \$62,277.98 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date \_\_\_\_\_

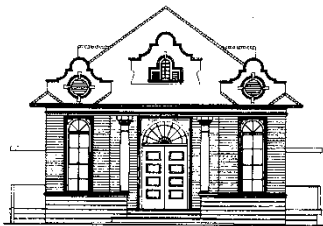
\_\_\_\_\_  
Debbie Pedro, Treasurer

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

Signed and sealed this (Date) \_\_\_\_\_

\_\_\_\_\_  
Sharon Hanlon, Town Clerk

\_\_\_\_\_  
Mayor



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

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

**FROM:** Debbie Pedro, Acting Town Manager

**DATE:** September 9, 2015

**RE:** Approval of Agreement with Tyler Technologies, Inc. for the Purchase and Implementation of EnerGov Software for Permit Management and Related Services

### RECOMMENDATION

Staff recommends that the Town Council approve the attached resolution authorizing the Town Manager to execute an agreement with Tyler Technologies for the purchase and implementation of the EnerGov permit management software.

### BACKGROUND

The Microsoft Access database currently being used for managing the Town's building permit records and business licenses was developed by former councilmember Ed Davies about 15 years ago. The program is no longer compatible with the current version of Windows installed on most staff computers and the Town does not have the technical expertise to update the system.

One of the priorities identified in the FY2015-16 budget is the implementation of a permit software solution to replace the outdated Access database. In evaluating a replacement software, staff looked for a vendor that could provide a fully integrated solution including: workflow management for planning, building and public works projects, code enforcement, business licenses, and compatibility with GIS and the Laserfiche document imaging system. In addition, the project would require data conversion to ensure that records from the Access database can be migrated to the new system.

### DISCUSSION

During the research process, staff evaluated products from four vendors, each of which presented demonstrations of their software to Planning, Building, and Public Works staff in November and December 2014. In evaluating the software programs, staff found that EnerGov by Tyler Technologies Inc. has the best combination of software features, pricing, and technical support, providing the best overall functionality and value.

EnerGov is a suite of application modules designed to provide an integrated workflow, streamline permit processing, and improve recordkeeping and access to data. The software will be used for managing Planning, Building, and Public Works permit applications, Code Enforcement, and Business Licenses. The system will provide an automated process where routing, job assignments, inspection scheduling, reviews, and permit issuance can all take place within the system.

The proposal includes three core modules (Permitting & Land Management, License Management, and Code Enforcement) plus three system extensions (GIS interface, iG Mobile App, and Customer ePortal). GIS interface is mapping function that can be used to identify parcels and related information on a map, and perform “radius searches” for legally required public notification. The iG Mobile application would allow the building inspector to manage cases and inspections in the field. The Customer ePortal function is a web portal for applicants to check plan review status and schedule inspections online. In addition, this module allows applicants to submit electronic plans, encouraging a paperless environment.

EnerGov will not only replace the outdated Access database but also connect the previously disparate systems being used for various functions and provide an integrated system that will help improve staff efficiency, public accessibility and transparency.

The cost of the system which includes licenses for up to 5 users are as follow:

License fee (Software)	\$18,270.00
Professional Services (Implementation)	\$25,750.00
Data Conversion	\$25,220.00
Annual Fees	\$5,475.00
	<b>\$74,715.00</b>

## **FISCAL IMPACT**

The adopted 2015-16 budget has \$80,000 reserved for a permit tracking software. The total cost of \$74,715.00 will be funded out of the capital improvements program account.

## **ATTACHMENTS**

1. Resolution
2. Proposal from Tyler Technologies dated June 12, 2015
3. Draft Contract Agreement

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING  
EXECUTION OF AN AGREEMENT BETWEEN THE  
TOWN OF PORTOLA VALLEY AND TYLER TECHNOLOGIES, INC.**

**WHEREAS**, the Town Council of the Town of Portola Valley has read and considered that certain License and Services Agreement ("Agreement") between the Town and Tyler Technologies for the purchase and implementation of EnerGov permit management software.

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

1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement described above.
2. The Town of Portola Valley hereby approves the Agreement and the Town Manager is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and Tyler Technologies, Inc.

**REGULARLY PASSED AND ADOPTED** this 9th day of September, 2015.

\_\_\_\_\_  
Jeff Aalfs, Mayor

ATTEST

\_\_\_\_\_  
Sharon Hanlon, Town Clerk





## Proposal

Local Government Division

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*Presented to:*

**Debbie Pedro**

Town Planner  
Town of Portola Valley  
765 Portola Road

Portola Valley, CA 94028  
650-851-1700 ext. 218  
dpedro@portolavalley.net

*Proposal date:*

June 12, 2015

*Submitted by:*

Kip Winget  
(855) 245-1100  
kip.winget@tylertech.com

Tyler Technologies  
Local Government Division  
5519 53rd Street  
Lubbock, Texas 79414

## Investment Summary

Debbie Pedro  
 Town of Portola Valley  
 June 12, 2015



### Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees	18,270	5,075
	<b>18,270</b>	<b>5,075</b>
Tyler On-Demand	Investment	Annual Fees
Tyler U		400
	-	<b>400</b>
Professional Services	Investment	
Implementation Services	23,250	
Professional Services	2,500	
Data & Conversion Assistance Fees	25,220	
	<b>50,970</b>	
Project Total	<b>69,240</b>	<b>5,475</b>

Estimated Travel Expenses 8,700

*Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.*

## Software Licenses

Debbie Pedro  
Town of Portola Valley  
June 12, 2015



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
				-1,827		
<b>Energov Product Suite Up to 5 Users</b>				20,300	23,250	5,075
<b>Permitting &amp; Land Management</b>						
Permitting & Inspections	4,000	80	10,000			
E-Reviews Server	1,500	8	1,000			
<b>License &amp; Regulatory Management</b>						
License Management	3,000	40	5,000			
<b>Customer Relationship Management</b>						
Code Enforcement	2,500	32	4,000			
<b>System Extensions</b>						
Customer Portal						
Permitting & Inspections	2,750	8	1,000			
GIS Server	4,800	8	1,000			
iG Workforce Server	1,500	8	1,000			
iG Workforce iPad Apps (each)	1	250	250			
<b>Professional Services</b>					2,500	
Project Management			2,500		2,500	
<b>Incode Application Subtotal</b>		186	23,250	20,300	23,250	5,075
<b>Professional Services</b>			2,500		2,500	
<b>Preferred Customer Discount (10%)</b>				(2,030)		
<b>Application and System Software Total</b>		186	25,750	18,270	25,750	5,075

## Professional Services

Debbie Pedro  
Town of Portola Valley  
June 12, 2015



Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
<b>Permitting &amp; Licensing</b>					25,220
Permits & Inspections		4,235	8	1,000	
- Permit Master (includes contacts & properties)					
Contractors		1,500	4	500	
Inspections		1,500	8	1,000	
Transactions		1,500	4	500	
Licensing		4,235	8	1,000	
- License Master (includes contacts & properties)					
Transactions (2 years + current)		1,500	8	1,000	
Code Enforcement		3,250	20	2,500	
- Incidents (includes property & contact info)					
<b>Conversion Services Total</b>		<b>17,720</b>	<b>60</b>	<b>7,500</b>	<b>25,220</b>

**Note:**

Financial data conversion consists of current year plus 2 years history.

**Tyler On Demand - Tyler U**

Debbie Pedro  
 Town of Portola Valley  
 June 12, 2015



Service

Annual Fee

**Tyler On Demand - Tyler U**

Tyler U Subscription	400
<ul style="list-style-type: none"> <li>- E-learning courses available for all employees during the subscription period</li> <li>- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications</li> <li>- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards</li> <li>- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention</li> <li>- Available 24/7</li> <li>- New courses created continually</li> </ul>	

*Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: [www.learningmarket.org](http://www.learningmarket.org)*

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**Tyler Online Training Center Total**
**400**

## Optional Hosted (Cloud) Subscription Summary

Debbie Pedro  
Town of Portola Valley  
June 12, 2015



### Investment Summary

Proposal Valid for 120 days

Professional Services & Hardware	Cost
Implementation Services	23,250
Professional Services	2,500
Data & Conversion Assistance Fees	25,220
<b>Services</b>	<b>50,970</b>

Estimated Travel Expenses 8,700

*\*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

Subscription - Hosted		Annual Fees
Length of Agreement	3 Years - 36 Months	
Annual Subscription Fee		10,322
Annual User Fee	5	3,600
<b>Summary</b>		<b>13,922</b>

*\*\*Note: Additional users may be added at any time at the per user rate of \$720 per year.*



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Town of Portola Valley.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit E.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.

- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$756) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.





4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. (Amendment to add "Not to exceed amount")
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to

cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

## SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software Products, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

## SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the



Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

5. MyGovPay/Virtual Pay. The MyGovPay/Virtual Pay functionality, to the extent you have purchased it, is provided to you according to the terms and conditions set forth in this Agreement, and the provisions of Exhibit F.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

## SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of



receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.
- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to



which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any



such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.
- 20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law.
- 21. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
- 22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A      Investment Summary
- Exhibit B      Invoicing and Payment Policy  
                    Schedule 1: Business Travel Policy
- Exhibit C      Maintenance and Support Agreement  
                    Schedule 1: Support Call Process
- Exhibit D      Statement of Work

[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

Town of Portola Valley

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
5519 53<sup>rd</sup> Street  
Lubbock, Texas 79414  
Attention: Brett Cate

Address for Notices:

Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028  
Attention: Town Planner



## **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**Investment Summary**

Debbie Pedro  
 Town of Portola Valley



<b>Prepared for:</b>	Town of Portola Valley	<b>Contract ID # :</b>	2015-0195
<b>Contact Person:</b>	Debbie Pedro	<b>Issue Date:</b>	07/17/15
<b>Address:</b>	765 Portola Road Portola Valley, CA 94028 650-851-1700 ext. 218	<b>Sales Rep:</b>	K. Winget
<b>Phone:</b>		<b>Tax Exempt:</b>	Yes / No
<b>Fax:</b>			
<b>Email:</b>	dpedro@portolavalley.net		

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
<b>Total Applications Software</b>						
License Fees - Energov Product Suite	5,138	12,330	3,083		20,300	5,075
Less Discount	(514)	(1,233)	(308)		(2,030)	
<b>Total Professional Services</b>						
Implementation				23,250	23,250	
Project Management				2,500	2,500	
Data Conversion				25,220	25,220	
<b>Annual Services</b>						
Tyler On Demand - Tyler U						400
<b>Totals</b>	<b>4,624</b>	<b>11,097</b>	<b>2,774</b>	<b>50,970</b>	<b>69,240</b>	<b>5,475</b>

\* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.



**Software Licenses**

Debbie Pedro  
 Town of Portola Valley  
 July 17, 2015



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
<b>Energov Product Suite Up to 5 Users</b>				20,300	23,250	5,075
<b>Permitting &amp; Land Management</b>						
Permitting & Inspections		80	10,000			
E-Reviews Server		8	1,000			
<b>License &amp; Regulatory Management</b>						
License Management		40	5,000			
<b>Customer Relationship Management</b>						
Code Enforcement		32	4,000			
<b>System Extensions</b>						
Customer Portal						
Permitting & Inspections		8	1,000			
GIS Server		8	1,000			
iG Workforce Server		8	1,000			
iG Workforce iPad Apps (each)	1	1	250			
<b>Professional Services</b>					2,500	
Project Management			2,500			
<b>Energov Application Subtotal</b>		186	23,250	20,300	23,250	5,075
<b>Professional Services</b>			2,500		2,500	
<b>Preferred Customer Discount (10%)</b>				-2,030		
<b>Application and System Software Total</b>		186	25,750	18,270	25,750	5,075



**Professional Services**

Debbie Pedro  
 Town of Portola Valley  
 July 17, 2015



Conversion Services	Programming Fee	Hours	Estimated Services	Conversion Fee
<b>Permitting &amp; Licensing</b>				25,220
Permits & Inspections	4,235	8	1,000	
- Permit Master (includes contacts & properties)				
Contractors	1,500	4	500	
Inspections	1,500	8	1,000	
Transactions	1,500	4	500	
Licensing	4,235	8	1,000	
- License Master (includes contacts & properties)				
Transactions (2 years + current)	1,500	8	1,000	
Code Enforcement	3,250	20	2,500	
- Incidents (includes property & contact info)				
<b>Conversion Services Total</b>	<b>17,720</b>	<b>60</b>	<b>7,500</b>	<b>25,220</b>

**Note:**  
 Financial data conversion consists of current year plus 2 years history.



**Tyler On Demand - Tyler U**

Debbie Pedro  
 Town of Portola Valley  
 July 17, 2015



Service	Annual Fee
<b>Tyler On Demand - Tyler U</b>	
Tyler U Subscription <ul style="list-style-type: none"> <li>- E-learning courses available for all employees during the subscription period</li> <li>- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications</li> <li>- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards</li> <li>- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention</li> <li>- Available 24/7</li> <li>- New courses created continually</li> </ul>	400
<p><i>Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: <a href="http://www.learningmarket.org">www.learningmarket.org</a></i></p>	
<b>Tyler Online Training Center Total</b>	<b>400</b>





## **Invoicing and Payment Policy**

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

**Invoicing:** We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Maintenance and support fees are waived through the earlier of (a) ninety (90) days after use of the Tyler Software in live production; or (b) one hundred eighty (180) days after the Available Download Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of that earlier-of date.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed at hourly rates and invoiced as delivered.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

### 3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.



3.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating





## **Business Travel Policy**

### 1. Air Travel

#### A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

#### B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

### 2. Ground Transportation

#### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



## **Maintenance and Support Agreement**

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the earlier of (a) ninety (90) days after use of Tyler Software in live production; or (b) one hundred eighty (180) days from the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
  
5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
  
6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

# Local Government Division Support Call Process

## Products Covered

Incode		
Incode Financials	Incode CIS/CRM	Incode Court Case Management
Incode Tyler Public Safety		
Eagle		
Eagle Recording	Eagle Tax (Assessor/Treasurer)	Tyler Content Manager
Other		
Energov	Infinite Visions	

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
- (3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client’s project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

## Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly



rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

## Issue Handling

### *Incident Tracking*

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

### *Incident Escalation*

Tyler's software support consists of four levels of personnel:

- (1) Software Support Analysts – front-line representatives
- (2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
- (3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
- (4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
1	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Hot Fix – Emergency patch to software as soon as possible
2	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Regularly-scheduled patch
3	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.	Next Release – Scheduled for the next major release



Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
4	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.	Future release – not scheduled; reviewed at next planning stage

## Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

- (1) All infrastructure executing Tyler software shall be managed by the client.
- (2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
- (3) Daily database backups must be performed; client shall verify the backups are successful.



**tyler**  
technologies

## Statement of Work

### *Software and Implementation Services*

---

*Prepared for:*  
**Town of Portola Valley, CA**

*Prepared by:*

Tyler Technologies, Inc.  
[www.tylertechnologies.com](http://www.tylertechnologies.com)

**July 13, 2015**

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## PROJECT SCOPE & SUMMARY

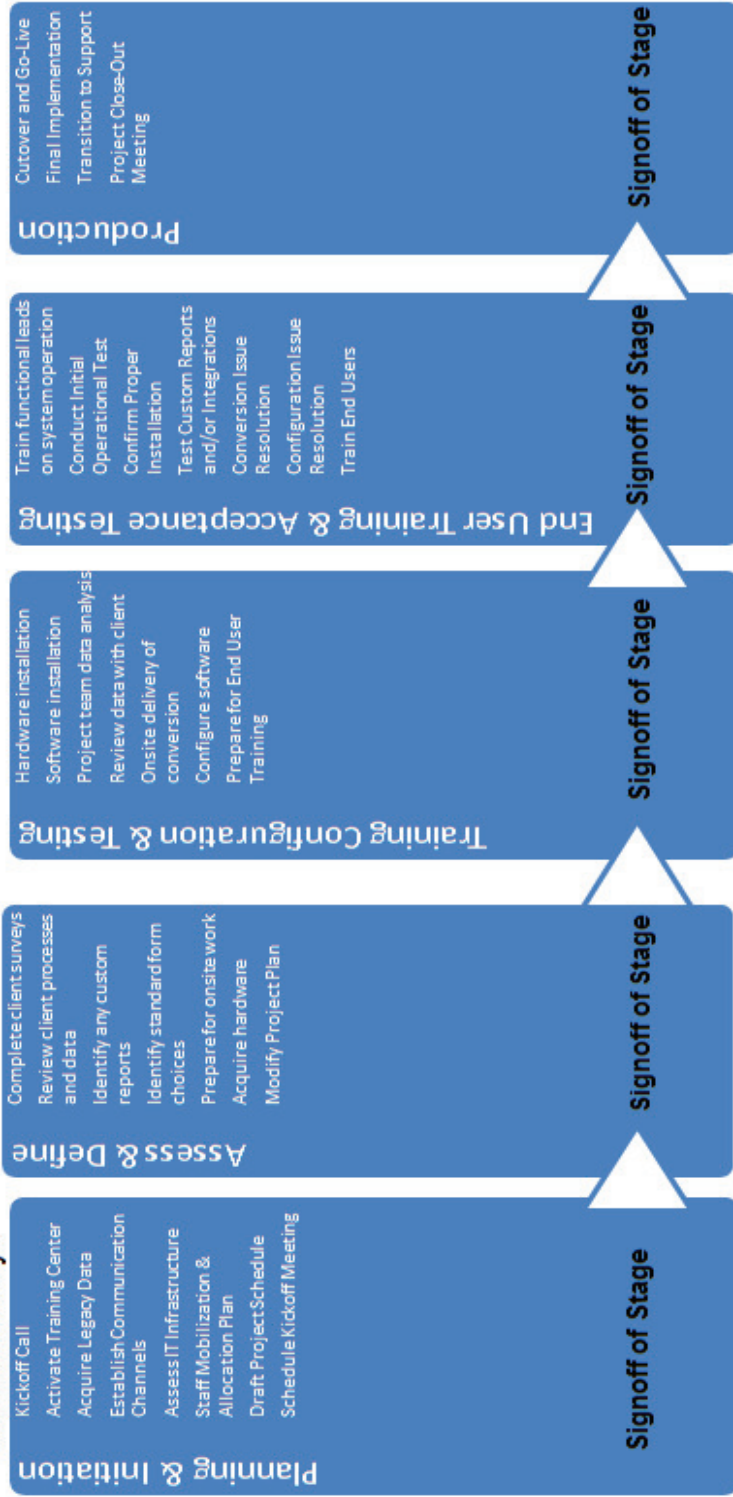
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

# Implementation Stages

Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment A- (Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

## DATA CONVERSION

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

## INVOICING AND CLIENT SIGNOFFS

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

## KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
  - help.tyleru.com
  - tyleru.com
  - tylertech.com
  - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3<sup>rd</sup> party system software which Tyler will be required to read, write or exchange data.

- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

## OUT OF SCOPE

- Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

**Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

**Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F-Customizations. If there are no customizations to the software, there will be no Attachment F to this document.

Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

**Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

**Custom Reports** –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to

built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

## RISK / MITIGATION STRATEGY

### Unavailability/Incompatibility of Staff

**Risk:** Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

**Mitigation:** In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

### Client Staff unavailability

**Risk:** Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

**Mitigation:** Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

### Scope Changes

**Risk:** Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

**Mitigation:** Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

### Activity Focus

**Risk:** Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

**Mitigation:** Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.



## Incomplete Legacy, Interface Documentation

**Risk:** During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

**Mitigation:** Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

## Achievable Goals

**Risk:** The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

**Mitigation:** The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have “signed off” on the requirements.

## Technology Age

**Risk:** This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client’s needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

**Mitigation:** Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

## CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.
- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work

Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

## FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

## PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

## STAFFING

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

## PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

## Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

## Documentation

### Tyler-provided documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

### Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

## SOW ATTACHMENTS LISTING

### **SOW Attachment A – (Sample) Work Acknowledgement Form**

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

### **SOW Attachment B – (Sample) Change Order Form**

Any change in the project must have a completed and approved Change Order.

### **SOW Attachment C - Hardware / Software Requirements**

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

### **SOW Attachment G – EnerGov Best Management Practice Template**

Provides details of forms, fields, violations, license types, plan types and permits that are initialized with the base package.



## Attachment B- Change Order Form

### Change Order Form

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Generated By:** \_\_\_\_\_

**Authorized By:** \_\_\_\_\_

**Change Overview:**

--

**Narrative Description of Change:**

--

**Impact of Change:**

**Schedule Impact:** Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

**Cost Impact:**

Change Detail	Credit	Debit	Total

**Revision No.:** \_\_\_\_\_

*No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager*

Date Approved	Comments	Approved By	Signature

# Statement of Work: Attachment C - Hardware / Software Requirements



Empowering people who serve the public<sup>®</sup>

## ENERGOV SYSTEM REQUIREMENTS

Tyler Technologies' Energov is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

### SITE ASSESSMENT

Your site's system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site's quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your "Total Point Value" below.

<b>Energov</b>	# Core Users	NA (0)
		1 - 25 Concurrent Core Users (4)
		25 - 50 Concurrent Core Users (7)
		50 - 100 Concurrent Core Users (11)
		100 + Concurrent Core Users (16)
<b>Citizen Portal</b>	Citizen Portal Option	NA (0)
		Citizen Web Portal (2)
<b>Total Point Value</b>		

## SERVER SPECIFICATIONS

For the following table, use your Total Point Value from the previous Site Assessment to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Multi-server configurations are broken into Application Server (AS), Database Server (DB), and Web Server (Web) requirements.

Component	Requirement	Specifications							
		TOTAL POINT VALUE							
		1-6	7-10			11-15			15+
		Single	AS	DB	Web	AS	DB	Web	Contact Tyler for custom specifications.
<b>Processor</b>	Xeon Hex Core <sup>1</sup>	•	••	••	••	••	••	••	
<b>Memory</b>	GB RAM	16	16	32	16	32	32	32	
<b>Available Disk Space<sup>2,3</sup></b>	Bus 1 – SAS	100 GB	100 GB	100 GB	100 GB	100 GB	100 GB	100 GB	
	Bus 2 – SAS	500 GB	N/A	500 GB	N/A	N/A	750 GB	N/A	

• One processor required; •• Two processors required.

<sup>1</sup> If running in a virtual environment, four virtual cores are needed.

<sup>2</sup> Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.

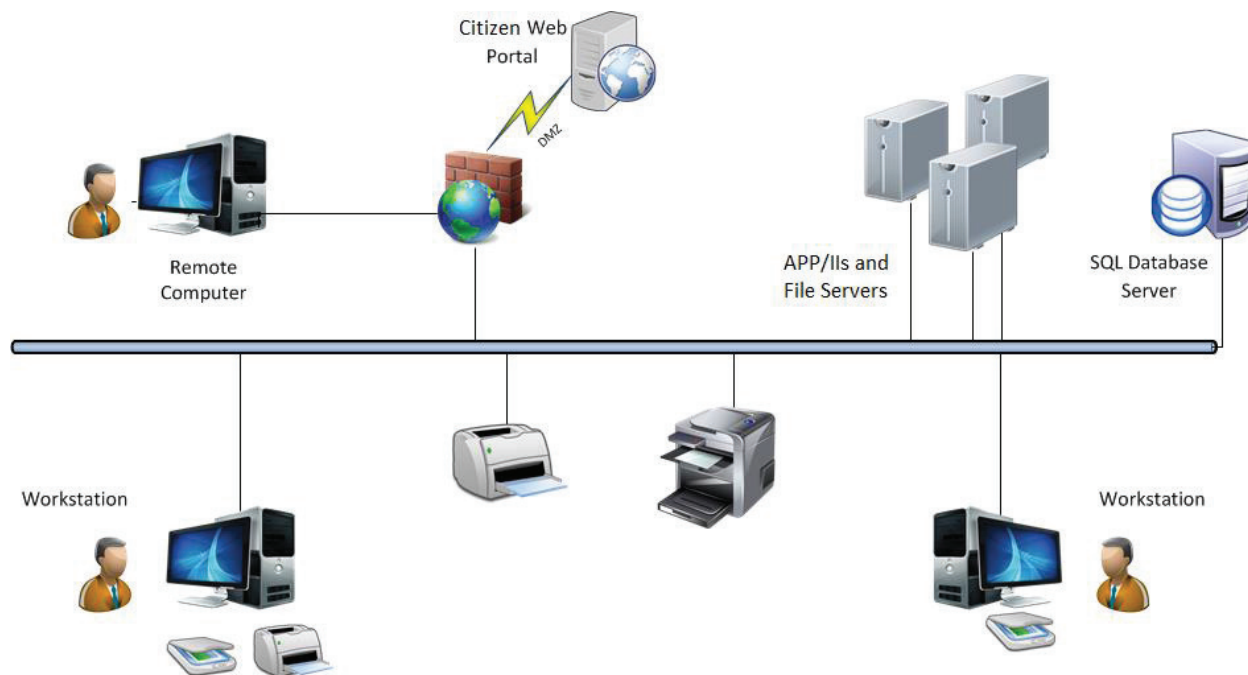
<sup>3</sup> Entities that plan on having over 100 concurrent users should consider clustering of SQL servers.

<sup>4</sup> If using scanned documents, additional disk space is required.



## REQUIREMENTS

### CONFIGURATION DIAGRAM



### SERVER SPECIFICATIONS

Component	Requirement	
<b>General Server</b>	Dedicated Server	
	MS Windows Certified Server <sup>5</sup>	
	Removable Media (for backups)	
	Gigabit Ethernet	
<b>Operating System</b>	MS Windows 2008 R2 Server <sup>6</sup>	
<b>System Software</b>	MS Office 2007 or 2010 and IIS	
<b>Database Component</b>	MS SQL Server 2008 R2 Clustered <sup>7</sup>	
<b>Network Environment</b>	Domain w/ Active Directory Services <sup>9</sup>	
<b>Hard Drive Arrays</b>	For OS	SAS RAID1
	For SQL, Transaction Logs, DB files, and program files	SAS RAID5 or SAS RAID10

<sup>5</sup> Nationally recognized brand.

<sup>6</sup> If >32 GB of RAM, then Windows Server 2008 Enterprise.

<sup>7</sup> For larger clients, MS SQL Server 2008 R2 Standard or Enterprise may be required.

## ENERGOV WEB SERVER

The Energov Web Server will host all the externally accessible EnerGov systems such as Citizen Access Portal (CAP) Energov IVR, eReview Portal and MobileGov Web Services. In instances where the client has users who need full access to the EnerGov .NET system, another instance of it will be hosted and accessible on this box.

## WORKSTATION

Component	Requirement
<b>Hardware</b>	Microsoft Windows Certified PC <sup>6</sup>
<b>Processor</b>	Pentium Core 2 Duo
<b>Memory</b>	4 GB RAM
<b>Disk Space</b>	10 GB available disk space
<b>Operating System</b>	Windows XP Professional or Windows 7 Professional <sup>7</sup>
<b>Network</b>	Gigabit Ethernet
<b>Network Environment</b>	Workstation is a member of the Domain <sup>8</sup>

<sup>6</sup> Nationally recognized brand

<sup>7</sup> Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

<sup>8</sup> Tyler's servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

## BROWSER COMPATIBILITY

Web
<ul style="list-style-type: none"> <li>• IE 7+<sup>12</sup></li> <li>• Chrome<sup>12</sup></li> <li>• Firefox<sup>12</sup></li> <li>• Safari</li> </ul>

<sup>12</sup> These browsers are tested regularly for compatibility; the others are not tested regularly but are supported. Tyler recommends the Silverlight Plug-in.

## GIS REQUIREMENTS

### GIS/ ArcSDE Database Server

This box houses the GIS database in an RDBMS environment (Oracle or SQL Server) and ESRI's ArcSDE software. EnerGov tightly integrates and establishes a "Live-Link" with SDE (Esri geodatabase) which ensures real-time spatial integration.

### ArcGIS Server (ArcSDE) 10/10.1

Please communicate with your regional Esri representative to ensure your hardware and software is up to date.

## MOBILE APPLICATIONS

EnerGov's MobileGov Solution is capable of running on Tablet PCs, Laptops or Windows Mobile Smartphone. It is highly recommended that these devices be suitable for "field use" (i.e. ruggedized). If Wi-Fi or reliable AirCard signal is readily available, users are also capable of running the full EnerGov .NET application in the field (Laptops and Tablet PCs only). Additionally, field printing systems are recommended for on-the-spot printing of NOV's, failed inspection notices and other relevant documents in the field. It is best suited that these field units communicate via Bluetooth for simple wireless functionality in the field.

Device Type	Recommended
<b>Laptop</b>	<ul style="list-style-type: none"> <li>▪ Panasonic Toughbook 30</li> <li>▪ AirCard or Gobi Mobile Broadband (or readily available Wi-Fi)</li> <li>▪ HP Officejet H470 Mobile Printer</li> </ul>
<b>Tablet PC</b>	<ul style="list-style-type: none"> <li>▪ Panasonic Toughbook H1 Field</li> <li>▪ Gobi Mobile Broadband (or readily available Wi-Fi)</li> <li>▪ Zebra Technologies RW420 Mobile Printer</li> </ul>
<b>iPad</b>	<ul style="list-style-type: none"> <li>▪ iPad2 or higher</li> <li>▪ 3G or wifi capability</li> </ul>
<b>Smartphone</b>	<ul style="list-style-type: none"> <li>▪ Windows Mobile 7 OS (preferred)</li> <li>▪ Zebra Technologies RW420 Mobile Printer</li> </ul>

### Scanner Compatibility

Scanner Brand	Scanner Model <sup>14</sup>
<b>Canon</b>	<ul style="list-style-type: none"> <li>▪ DR-M140</li> <li>▪ DR-M160</li> </ul>
<b>Fujitsu</b>	<ul style="list-style-type: none"> <li>▪ Fi-6140Z</li> <li>▪ Fi-6230Z</li> <li>▪ Fi-6240Z</li> <li>▪ Fi-6130Z</li> </ul>

<sup>14</sup>TWAIN compatible scanners are supported.

## RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your data.

### Assessing Your Backup Needs

Backups occur differently, depending on the size of the database being used. The differences directly impact how quickly you can resolve problems and how much effort you must expend. Tyler recommends that you implement a backup plan based on the point values determined in your initial Site Assessment.

### Rotating Tapes

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because you can go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site

### Backing Up Your SQL Database

For Energov, the default databases should consist of at least FY databases, Base, Sec and State database.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function:** The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the Energov database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

```
C:\Program Files\Microsoft SQL Server\MSSQL\Backup\
```

- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- The Microsoft SQL Server installation path may vary slightly per installation.

**Other Directories in Energov**

Even though program files and run times can be replaced by Tyler, Tyler strongly recommends that you back up the entire C:\inetpub\ folder be backed up on the web server.

**Watching for Signs of Failure**

Monitor your backup status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

**Accepting Responsibility**

Having good backups of Energov data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your Energov software and data over the Internet in case of disaster or serious equipment failure at your site.

**Disaster Recovery**

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-888-654-3293 for more information.

**Permits, Plans and Inspections**

<p><b>Permit Types</b></p>	<p>Included:</p> <ul style="list-style-type: none"> <li>• 30 permits</li> <li>• 75 fees</li> <li>• 40 inspections</li> </ul> <p>The 30 permit types come pre-configured with the initial database installation. Minor edits can be made for naming conventions and sorting the pre-configured lists.</p>
<p><b>Plan Types</b></p>	<p>Included:</p> <ul style="list-style-type: none"> <li>• 5 Plan Case Types and related plan submittal list types</li> </ul> <p>For example, a Building Plan Review may need Plan Submittals for each of the following: Building, Planning, Fire, Zoning departments (Submittal List).</p>
<p><b>Custom Fields</b></p>	<p>Included:</p> <ul style="list-style-type: none"> <li>• 1 Tab of Custom Fields</li> <li>• Up to 25 fields on the tab</li> </ul>
<p><b>Forms</b></p>	<p>Forms will be chosen from Tyler’s standard forms packet.</p> <ul style="list-style-type: none"> <li>• 1 Permit</li> <li>• 1 Certificate of Occupancy</li> <li>• 1 Site or Inspection Card</li> </ul>

The Core Template includes up to 30 permits. The Permits and Related Inspections below come included with the Core Template package and are included in the 30 permit total. During the Assess and Define stage we will discuss additions to the list below.

**Pre-Configured Permit and Related Inspections**

<b>Residential Add-On</b>	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final
<b>Residential Building – New</b>	Building Footing, Building Ground, Building Framing, Building Final
<b>Residential Remodel</b>	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final
<b>Residential Electrical</b>	Electrical Temporary Pole, Electrical Ground, Electrical Rough-In, Electrical Final
<b>Residential Plumbing</b>	Plumbing Ground, Plumbing Rough-In, Plumbing Final
<b>Residential Mechanical</b>	Mechanical Ground, Mechanical Rough-In, Mechanical Final
<b>Residential Temporary Pole</b>	Electrical Temporary Pole
<b>Commercial Add-On</b>	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final
<b>Commercial Building – New</b>	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Building Final, Issue Certificate of Occupancy
<b>Commercial Remodel</b>	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final

<b>Commercial Electrical</b>	Electrical Temporary Pole, Electrical Ground, Electrical Rough-In, Electrical Final
<b>Commercial Plumbing</b>	Plumbing Ground, Plumbing Rough-In, Plumbing Final
<b>Commercial Mechanical</b>	Mechanical Ground, Mechanical Rough-In, Mechanical Final
<b>Commercial Temporary Pole</b>	Electrical Temporary Pole
<b>Curb Cut</b>	Curb Cut Final
<b>Demolition</b>	Demolition Final
<b>Fence</b>	Fence Final



## License Management

<p><b>Business License Types</b></p>	<p>Includes up to:</p> <ul style="list-style-type: none"> <li>• 40 different Business License Types</li> <li>• 45 related fees</li> </ul> <p>Ex: Retail, Grocer, Restaurant</p>
<p><b>Professional License Types</b></p>	<p>Includes up to:</p> <ul style="list-style-type: none"> <li>• 20 different Professional License Types</li> <li>• 25 related fees</li> </ul> <p>Ex: Building Contractor, Electrical Contractor, Plumbing Contractor</p>
<p><b>Custom Fields</b></p>	<p>Included:</p> <ul style="list-style-type: none"> <li>• 1 Tab of Custom Fields</li> <li>• Up to 25 fields on the tab</li> </ul>
<p><b>Forms</b></p>	<p>Forms will be chosen from Tyler's standard forms packet.</p> <ul style="list-style-type: none"> <li>• 1 Business License Form</li> <li>• 1 Business License Renewal Form</li> <li>• 1 Professional License Form</li> <li>• 1 Professional License Renewal Form</li> </ul>

## Code Case Management

<p><b>Code Case Violation Types (30)</b></p>	<p>Includes up to:</p> <ul style="list-style-type: none"> <li>• 30 different code case violations typically used in Code Enforcement.</li> </ul> <p>Ex: High grass and weeds, debris in yard.</p>
<p><b>Custom Fields</b></p>	<p>Included:</p> <ul style="list-style-type: none"> <li>• 1 Tab of Custom Fields</li> <li>• Up to 25 fields on the tab</li> </ul>
<p><b>Forms</b></p>	<p>Forms <b>will</b> be chosen from Tyler’s standard forms packet.</p> <ul style="list-style-type: none"> <li>• 1 Code Violation Letter</li> </ul>



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

---

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

**FROM:** Debbie Pedro, Acting Town Manager

**DATE:** September 9, 2015

**RE:** Adoption of Ordinance Approving Amendments to the Second Unit Ordinance

### RECOMMENDATION

It is recommended that the Town Council adopt the attached ordinance amending Title 18 [Zoning] of the Portola Valley Municipal Code relative to second units.

### DISCUSSION

At its August 26, 2015 meeting, the Town Council considered and voted to approve amendments to Section 18.04.422 [Second Units] of Chapter 18.04 [Definitions] and Subsection (B) of Section 18.12.040 [Accessory Uses Permitted] of Chapter 18.12 [R-E (Residential Estate) District Regulations] of Title 18 [Zoning] of the Portola Valley Municipal Code.

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

**ORDINANCE NO. 2015 - \_\_\_\_\_**

**ORDINANCE AMENDING TITLE 18 [ZONING] OF THE PORTOLA VALLEY  
MUNICIPAL CODE RELATIVE TO SECOND UNITS**

**WHEREAS**, on January 14, 2015, the Town Council of the Town of Portola Valley (“Town”) adopted its current Housing Element;

**WHEREAS**, second units appear to be a very effective way of providing affordable housing in Portola Valley;

**WHEREAS**, the Housing Element includes provisions to encourage increased production of second units, including allowing staff-level review of second units up to 750 square feet in size, allowing two second units on parcels that are over 3.5 acres in size, and allowing larger second units up to 1,000 square feet on lots that are two acres or more; and

**WHEREAS**, the Town Council identified amendments to the Zoning Ordinance to encourage the production of second units as a priority.

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

1. AMENDMENT OF CODE. Section 18.04.422 [Second Units] of Chapter 18.04 [Definitions] of Title 18 [Zoning] of the Portola Valley Municipal Code is hereby amended in its entirety to read as follows:

“An attached or detached residential dwelling unit located on the same parcel as a main dwelling unit and which provides complete independent living facilities, including those for living, sleeping, eating, cooking and sanitation, for one household.”

2. AMENDMENT OF CODE. Subsection (B) of Section 18.12.040 [Accessory Uses Permitted] of Chapter 18.12 [R-E (Residential Estate) District Regulations] of Title 18 [Zoning] of the Portola Valley Municipal Code is hereby amended in its entirety to read as follows:

“B. Second units subject to the following provisions:

1. A second unit up to seven hundred and fifty (750) square feet may be permitted on a parcel which is one acre or larger.
2. A second unit up to one thousand (1,000) square feet may be allowed on a parcel which is two acres or larger.
3. Two second units each up to one thousand (1,000) square feet may be allowed on a parcel of 3.5 acres or larger. Only one of the second units may be detached from the main house, except that both second units may be detached if both are created by converting existing floor area in legal accessory structures into second units.

4. Second unit floor area is inclusive of any basement area, but exclusive of garage or carport area.
5. The second unit shall have the same address as the principal dwelling.
6. The second unit is served by the same vehicular access to the street as the principal dwelling.
7. One dedicated parking space shall be provided for each second unit with one bedroom or less, and two dedicated parking spaces shall be provided for each second unit with two or more bedrooms.
8. Parking spaces in garages or carports shall be at least ten feet by twenty feet. Uncovered parking spaces shall be at least nine feet by eighteen feet.
9. Parking spaces do not have to be covered, guest spaces are not required and tandem parking is permitted.
10. Color reflectivity values shall not exceed forty percent except that trim colors shall not exceed fifty percent. Roofs shall not exceed fifty percent reflectivity.
11. Exterior lighting on the structure shall not exceed one light fixture per entry door. Each fixture shall be fitted with only one bulb and the bulb wattage shall not exceed seventy-five watts incandescent light if frosted or otherwise diffused, or twenty-five watts if clear. Each fixture shall be manually switched and not on a motion sensor or timer. Path lights, if any, shall be the minimum needed for safe access to the second unit and shaded by fixtures that direct light to the path surface and away from the sky.
12. Landscape plantings shall be selected from the town's list of approved native plants and shall adhere to the town's landscaping guidelines.
13. An application for a second unit shall be referred to the town geologist, director of public works, fire chief and, if dependent on a septic tank and drain field, to the county health officer in accordance with town policies.
14. An application for a second unit shall supply all information required by Section 18.64.040A.1 through 13.
15. Staff may approve an application for a second unit, either attached or detached, which meets all of the conditions below:
  - a) The second unit shall not exceed seven hundred and fifty (750) square feet of floor area.
  - b) The second unit shall conform to the Town's General Plan, Zoning and Site Development Codes, and Design Guidelines.
  - c) The second unit shall not exceed a vertical building height, of eighteen (18) feet with and a maximum building height of twenty-four (24) feet, as defined in Section 18.54.020.A. A second unit may be permitted to a vertical building

height of twenty-eight (28) feet and a maximum building height of thirty-four (34) feet subject to ASCC approval.

- d) The second unit shall have colors, materials and architecture similar to the principal dwelling. Architecture not similar to the architecture of the principal dwelling is subject to ASCC approval.
- e) The second unit is not visible from a local scenic corridor as identified in the General Plan.
- f) Written notification of a second unit permit application shall be given to owner(s) of adjoining properties at least six days prior to action by planning staff. Town planning staff shall consider comments from owner(s) of adjoining properties and may take action on a permit or refer it to the ASCC.

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

4. ENVIRONMENTAL REVIEW. Pursuant to Public Resources Code Section 21080.17, an ordinance providing for the creation of second units in single family residential zones is not subject to the California Environmental Quality Act.

5. EFFECTIVE DATE; POSTING. This ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town in three public places.

INTRODUCED:

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

---

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

**FROM:** Debbie Pedro, Acting Town Manager

**DATE:** September 9, 2015

**RE:** Adoption of Ordinance Establishing Expedited Permitting Procedures for Small Residential Rooftop Solar Systems

### RECOMMENDATION

It is recommended that the Town Council adopt the attached ordinance to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems

### DISCUSSION

At its August 26, 2015 meeting, the Town Council considered and voted to approve adding Chapter 15.21 [Small Residential Rooftop Solar Systems] to Title 15 [Buildings and Construction] of the Portola Valley Municipal Code.

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

**ORDINANCE NO. 2015 - \_\_\_\_\_****ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY ADDING CHAPTER 15.21 TO THE PORTOLA VALLEY MUNICIPAL CODE TO ESTABLISH EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

**WHEREAS**, as set forth in Government Code Section 65850.5(a) it is the policy of the State of California that local agencies encourage the installation of solar energy systems by removing obstacles to, and minimizing the costs of, permitting such energy systems; and

**WHEREAS**, as set forth in Government Code Section 65850.5(g), cities must adopt an ordinance on or before September 30, 2015 that creates an expedited and streamlined permitting process for small residential rooftop solar energy systems; and

**WHEREAS**, the Town of Portola Valley ("Town") desires to comply with Government Code Section 65850.5, to encourage the installation of small residential rooftop solar energy systems and minimize barriers, obstacles, and costs of obtaining permits for their installation; and

**WHEREAS**, the Architectural and Site Control Committee considered the proposed small residential rooftop solar systems ordinance at a study session on July 27, 2015; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on the proposed small residential rooftop solar systems ordinance on August 5, 2015; and

**WHEREAS**, after due consideration of the proposed small residential rooftop solar systems ordinance, public comments, and the staff report, the Planning Commission found that the proposed ordinance is in conformity with the General Plan, and that public necessity, convenience and general welfare require adoption of the proposed ordinance; and

**WHEREAS**, the Planning Commission recommended that the Town Council adopt the proposed small residential rooftop solar systems ordinance; and

**WHEREAS**, on August 26, 2015, the Town Council held a duly noticed public hearing to carefully consider the proposed small residential rooftop solar systems ordinance, public comments, and the staff report and have determined to adopt the proposed ordinance for the public necessity, convenience and general welfare of the Town.

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

**SECTION 1. ADDITION OF CODE.** Chapter 15.21 [Small Residential Rooftop Solar Systems] is hereby added to Title 15 [Buildings and Construction] of the Town of Portola Valley Municipal Code to read in full as follows:



## CHAPTER 15.21 SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

### 15.21.010 - Intent and Purpose.

### 15.21.020 - Definitions.

### 15.21.030 - Applicability.

### 15.21.040 - Solar energy system requirements.

### 15.21.050 - Duties of the Building Department and the Building Official.

### 15.21.060 - Expedited permit review and inspection requirements.

### 15.21.010 - Intent and Purpose.

The purpose of this Chapter is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This Chapter is intended to encourage the use of solar systems by removing unreasonable barriers, minimize costs, and expand the ability of property owners to install solar energy systems. The Chapter allows the Town of Portola Valley to achieve these goals while protecting the public health and safety.

### 15.21.020 - Definitions.

- A. A “Solar Energy System” means either of the following:
  1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
  2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
- B. A “small residential rooftop solar energy system” means all of the following:
  1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
  2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town of Portola Valley and all state and County health and safety standards.
  3. A solar energy system that is installed on a single or duplex family dwelling.
  4. A solar panel or module array that does not exceed the maximum legal building height as defined by the Town of Portola Valley.
- C. “Electronic submittal” means the utilization of one or more of the following:
  1. Email;
  2. The Internet;
  3. Facsimile.
- D. An “association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- E. A “common interest development” means any of the following:
  1. A community apartment project.
  2. A condominium project.
  3. A planned development.
  4. A stock cooperative.
- F. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards,

policies, or conditions as they existed on the date the application was deemed complete.

- G. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.
- H. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:
  1. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than One Thousand Dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.
  2. For Photovoltaic Systems: an amount not to exceed One Thousand Dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

#### **15.21.030 - Applicability.**

This Chapter applies to the permitting of all small residential rooftop solar energy systems in the Town of Portola Valley. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the Ordinance are not subject to the requirements of this Chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

#### **15.21.040 - Solar energy system requirements.**

- A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state, county and local fire district.
- B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

#### **15.21.050 - Duties of the Building Department and the Building Official.**

- A. All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible website for the Town of Portola Valley.
- B. Electronic submittal of the required permit application and documents by [email, the Internet, or facsimile] shall be made available to all small residential rooftop solar energy system permit applicants.

- C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- D. The Town of Portola Valley's Building Department shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
- E. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.
- F. All fees prescribed for the permitting of small residential rooftop solar energy system must comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

**15.21.060 - Expedited permit review and inspection requirements.**

- A. The Town of Portola Valley Building Department shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption of this Ordinance.
- B. The Building Department shall issue a building permit or other nondiscretionary permit within three business days of receipt of a complete application including review by Woodside Fire Protection District if the application meets the requirements of the approved checklist and standard plan. If the application is deemed incomplete, the Building Department shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for the expedited permit issuance.
- C. The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. The building official may deny an application for a use permit if the official makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact on the public health or safety and there is no feasible method to satisfactorily mitigate or avoid the adverse impact. Such findings shall include the basis for the rejection of any potential feasible alternative(s) for preventing the adverse impact. Any decision of the building official to deny the use permit may be appealed to the Town of Portola Valley Planning Commission.
- D. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- E. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the Town of Portola Valley on another similarly situated application in a prior successful application for a permit. The Town of Portola Valley shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of

Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

- F. The Town shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.
- G. Only one inspection shall be required and performed by the Building Department and one separate inspection is required by the Woodside Fire Protection District for small residential rooftop solar energy systems eligible for expedited review. If it is found that the installation does not conform to the approved plans and/or comply with the current California Building Code requirements then an additional, follow-up inspection shall be required.
- H. The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two business days of a request and provide a two to three hour inspection window.

**SECTION 2. SEVERABILITY.** If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

**SECTION 3. ENVIRONMENTAL REVIEW.** The project is exempt from environmental review per the California Environmental Quality Act Guidelines under the General Rule, Section 15051(b)(3). The project involves additions to the Portola Valley Municipal Code that are consistent with California Law, specifically Government Code Section 65850.5 and Civil Code Section 714. It can be seen with certainty that the Ordinance will have no significant effect on the environment. In addition, Public Resources Code Section 21080.35 exempts the installation of solar energy systems on the roof of an existing building or at an existing parking lot from environmental review.

**SECTION 4. EFFECTIVE DATE; POSTING.** This Ordinance shall become effective 30 days after the date of its adoption and shall be posted within the Town of Portola Valley in three public places.

INTRODUCED:

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

ATTEST:

APPROVED AS TO FORM:

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Town Clerk

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Town Attorney



# MEMORANDUM

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

**FROM:** Debbie Pedro, Acting Town Manager

**DATE:** September 9, 2015

**RE:** Parking Notice for Windy Hill Preserve Parking Lot

## RECOMMENDATION

Staff recommends that the Council approve the attached parking notice to be used by the Bicycle Pedestrian & Traffic Safety Committee (BPTS) for educational and informational purposes.

## BACKGROUND

The Bicycle Pedestrian & Traffic Safety Committee (BPTS) has been monitoring the ongoing overflow parking situation on Portola Road outside the Windy Hill Preserve parking lot. Generally, the situation has been managed well, and there haven't been any severe problems of late. As part of this ongoing supervision and to supplement the temporary signs that they've sometimes used, the BPTS has prepared a "parking notice" which could be placed on the windshields of cars which are poorly parked, obstructing bicycle traffic or otherwise causing issues.

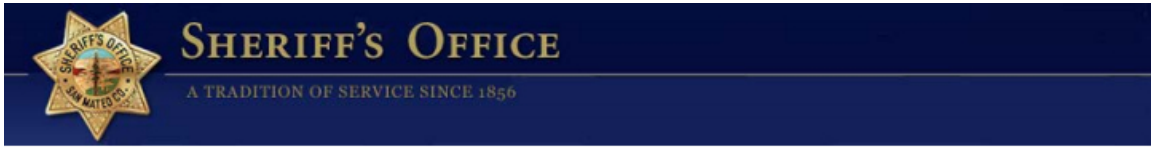
## DISCUSSION

On 9/2/2015, the BPTS approved the design of the attached parking notice and is requesting that council approve and authorize the printing of 120 cards (60 pages with 2 per page). Committee members could place the cards, as needed, on the windshields of cars parked outside Windy Hill's parking lot to educate the public and discourage repeat bad behavior.

BPTS has obtained the permission of the Sheriff's department for use of their logo on the cards. In addition, because the card includes the Town logo and the committee is acting under the Town's authority in placing the cards on individuals' windshields, the committee would like Council approval to proceed.

## ATTACHMENT

1. Parking Notice



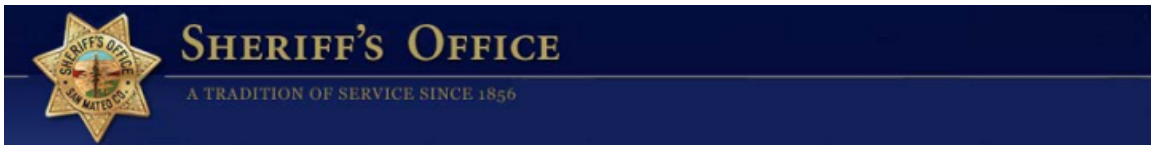
Please promote roadway safety for all motorists, bicyclists, pedestrians, and equestrians by keeping the road shoulders open for all. If parking is not available in designated spots, we ask that you:

- Park entirely off the paved asphalt roadway shoulder
- Observe the no parking signs
- Make use of the Town Center's ample free parking at 765 Portola Road. Town Center has a number of amenities like water fountains, bathrooms, picnic tables, and free WiFi (at the Library)

Thank you,  
Town of Portola Valley and the Bicycle Pedestrian Traffic Safety Committee



Questions? Email us at [towncenter@portolavalley.net](mailto:towncenter@portolavalley.net) or call us during regular business hours at 650/851-1700 x200.



Please promote roadway safety for all motorists, bicyclists, pedestrians, and equestrians by keeping the road shoulders open for all. If parking is not available in designated spots, we ask that you:

- Park entirely off the paved asphalt roadway shoulder
- Observe the no parking signs
- Make use of the Town Center's ample free parking at 765 Portola Road. Town Center has a number of amenities like water fountains, bathrooms, picnic tables, and free WiFi (at the Library)

Thank you,  
Town of Portola Valley and the Bicycle Pedestrian Traffic Safety Committee



Questions? Email us at [towncenter@portolavalley.net](mailto:towncenter@portolavalley.net) or call us during regular business hours at 650/851-1700 x200.

#7

There are no written materials for tonight's presentation from San Mateo County Environmental Health Division.





# MEMORANDUM

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

**FROM:** Debbie Pedro, Acting Town Manager

**DATE:** September 9, 2015

**RE:** Ad-Hoc Town Center Master Plan Update Committee and Charter

## RECOMMENDATION

It is recommended that the Town Council approves the formation of a new ad-hoc committee for the Town Center Master Plan Update project and direct staff to develop a Charter for the committee.

## BACKGROUND

At the meeting on March 11, 2015, the Friends of Sausal Creek (FoSC) requested Council to consider daylighting the remaining portion of Sausal Creek that runs through Town Center and restore its natural stream functions and native habitat. The Council discussed the need to reexamine and reevaluate the overall facility needs at Town Center and agreed to move forward with an update to the Town Center Master Plan. A budget of \$65,000.00 was subsequently approved in the FY2014-15 budget for the project.

## DISCUSSION

To ensure that all stakeholder interests are represented, it is recommended that the Council approve the formation of an ad-hoc Town Center Master Plan Update Committee and consider the membership to include the following:

- Former Councilman and Town Center ADT member Ted Driscoll
- One Councilmember
- One Planning Commissioner
- One ASCC member
- Town Staff: Planning Director/Acting Town Manager and Public Works Director
- Committee members: parks and recreation, conservation, and trails
- Professional consultant: Siegel & Strain Architects
- Other individual(s) that the Council would deem appropriate

With input from the Council, staff will work with the committee chair to develop the Charter for the Town Center Master Plan Update Committee and present the draft to council for review and approval.

#### Timeline and Next Steps

Once the membership of the ad-hoc committee is finalized, staff will coordinate a kick off meeting. It is expected that the committee will begin meeting within the next 30-45 days to initiate the planning process and set the timeline for future meetings, plan development and public outreach.

#### **FISCAL IMPACT**

There is no fiscal impact associated with the formation of the ad hoc Town Center Master Plan Update committee or the development of the committee charter.



# MEMORANDUM

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

**FROM:** Debbie Pedro, Acting Town Manager

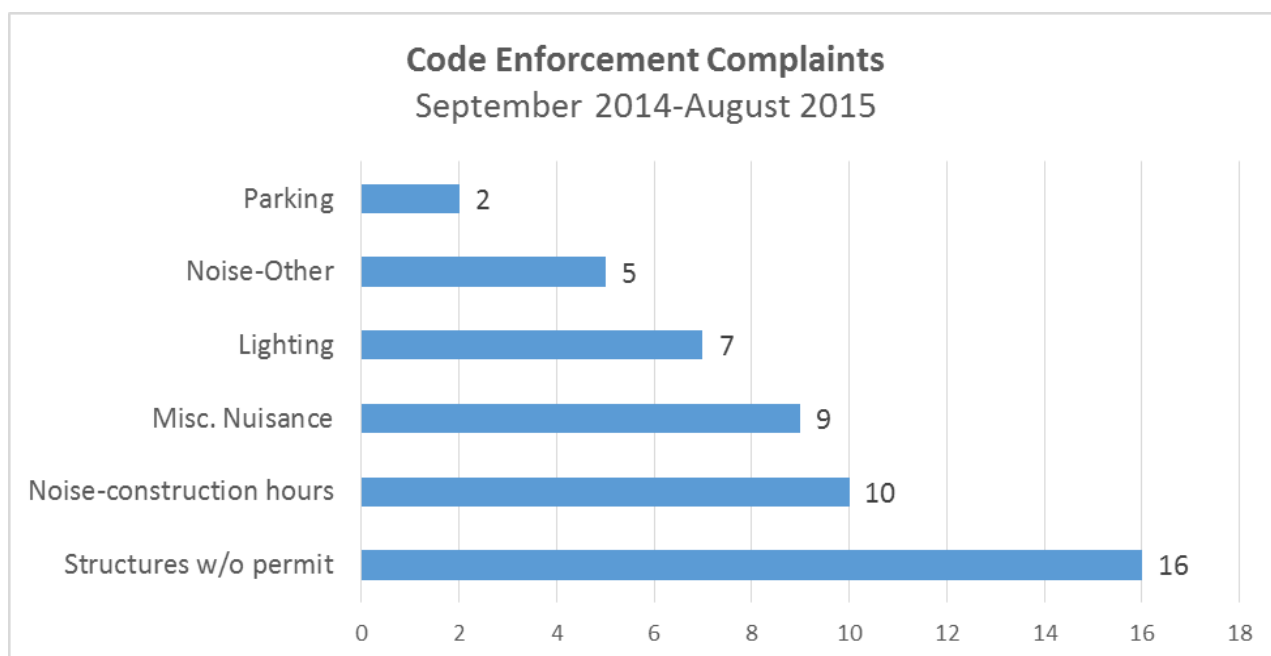
**DATE:** September 9, 2015

**RE:** Code Enforcement Activity Report

The Town's code enforcement program is complaint driven and historically, the emphasis has been on achieving voluntary code compliance through education, communication, and cooperation. Since the Town does not have a designated code enforcement officer, Planning staff, along with the Building Official and Public Works Director work together to respond to all reports of possible code enforcement violations. In the 12 month period between September 2014 and August 2015, the Town has received 49 reports of code violations. Of those, 42 were found to be valid. As of August 31, 2015, there remains 10 open code enforcement cases.

Common code violations include (in order of prevalence):

- Structures or grading without permit (fences, sheds, etc.)
- Noise (weekend construction, landscape work)
- Lighting (nonconforming outdoor lights)
- Miscellaneous nuisances (barking dogs, trash, parking)



Noise complaints associated with weekend construction and landscape work ranked second highest amongst the most common types of violations. In response to complaints received this summer, Town staff, when conducting preconstruction meetings with contractors, now strongly emphasize that all work must adhere to the Town's construction hours. Since staff started reminding contractors that noise complaints are taken very seriously and violations would result in the issuance of a stop work order, no further complaints has been received in the last two months.

Building or grading without a proper permit is the top code enforcement complaint. In this reporting period, there were 16 cases filed and 13 were confirmed code violations. Most structures are small, i.e. sheds and fences which can be easily removed or relocated. Violations involving larger structures or extensive grading/site work, however, would take longer to resolve.

As mentioned earlier, the Town has taken a friendly, less aggressive approach in addressing code enforcement issues. Once a violation has been confirmed, staff would contact the property owner either by phone or letter notifying them of the problem. Typically, property owners are simply unaware of the violation and are willing to correct the issue. If the violation continues, a series of abatement letters would be issued outlining the steps and timeframe to bring the property into compliance. When these efforts are exhausted, the Town may elect to follow procedures as outlined in Ordinance No. 1998-309 (attached), adopted by Town Council in 1998 to satisfy a need for a more systematic and comprehensive approach to code enforcement. This ordinance outlines the Town's code compliance process and includes procedures for filing a County recorded notice of violation against the property and, if necessary, appeals process, mediation and civil injunctions and/or criminal penalties.

## **ATTACHMENT**

1. Ordinance No. 1998-309

ORDINANCE NO. 1998-309

**AN ORDINANCE OF THE TOWN OF PORTOLA VALLEY  
AMENDING THE PORTOLA VALLEY MUNICIPAL CODE  
TO ADD AND AMEND PROVISIONS  
RELATING TO CODE COMPLIANCE**

WHEREAS, the Town Council of the Town of Portola Valley desires a more systematic and comprehensive approach to Code Enforcement; and

WHEREAS, the present Town of Portola Valley Municipal Code does not have a Chapter on Code Compliance.

NOW, THEREFORE, the Town Council of the Town of Portola Valley, San Mateo County, California, does ORDAIN as follows:

1. Deletion to Code. Chapter 1.12 (General Penalty and Infraction) of Title 1 (General Provisions) is hereby deleted in its entirety.

2. Addition to Code. A new Chapter 1.12 (Code Compliance - Judicial and Administrative Remedies) of Title 1 (General Provisions) is added as follows:

**Chapter 1.12**

**CODE COMPLIANCE - JUDICIAL AND ADMINISTRATIVE REMEDIES**

**Sections:**

1.12.010	Purpose
1.12.020	Notice of Code Violations
1.12.030	Mediation
1.12.040	Code Compliance Cost Recovery
1.12.050	Civil Penalties, Injunction
1.12.060	Violations Misdemeanors or Infractions
1.12.070	Nuisance
1.12.080	No Exclusivity

**1.12.010 Purpose.** The Town Council finds that compliance with the Municipal Code and applicable State codes throughout the Town is an important public service and enables the Town to better implement its General Plan. Code compliance is vital to protection of the public's health, safety, and quality of life. The Council finds that its citizens have a right to expect effective code compliance without confrontation between neighbors. The Council further finds that a comprehensive code compliance system that uses a

combination of judicial and administrative remedies is critical to gain compliance with code regulations.

The Council adopts the following basic principles to guide the Town's code compliance process:

A. It is the sole responsibility of the property owner and his/her builder or contractor or other responsible person to understand and comply with all applicable provisions of the Portola Valley Municipal Code.

B. The Town has a duty and responsibility to investigate and enforce code violations in order to obtain compliance with Municipal Code provisions.

C. When a Municipal Code violation is discovered, any related work activity must cease immediately.

D. No Town official has the authority to waive the need for a permit required by the Municipal Code unless expressly given that right by the Municipal Code or a court order.

E. When a Municipal Code violation occurs, the property owner responsible shall be liable for the Town's costs of obtaining compliance with the Town's regulations.

#### **1.12.020 Notice of Code Violations.**

A. In addition to any other remedy for violations of the Municipal Code provided for in the Municipal Code, or in any other ordinance of the Town, or in the provisions of any code adopted by reference by the Municipal Code ("Code"), whenever the Town Administrator has knowledge of an alleged violation that relates in any way to the use or occupation of real property within the Town, he/she may provide a Notice of Code Violation ("Notice") to the owner of the property upon which the alleged violation is located and, where different from the owner, if known, to the person(s) responsible for causing or maintaining such alleged violation.

B. The Notice shall specify the property address, the owner's name, any responsible party's name, if known, and the nature of the alleged violations, including reference to the pertinent Code section(s). The Notice shall provide a list of corrections needed to bring the property into compliance and a deadline or specific date to correct the violations. The Notice shall also indicate the potential consequences should the property

remain in violation, including, but not limited to: Criminal prosecution; civil injunction; civil penalties; administrative costs; recordation of the Notice; and withholding of future permits and inspections. The potential consequences listed should be commensurate with the nature and severity of the alleged violation.

C. The Notice shall also state that within twenty (20) days after the date of the mailing of the Notice, the owner and/or any responsible person may request a meeting with the Town Administrator to present evidence that a violation does not exist. If a meeting is requested, the Town Administrator shall arrange to meet with the owner and/or responsible person as soon as possible, but not later than five (5) working days after receipt of the request for a meeting.

D. In the event a meeting is not requested and the alleged violation has not been corrected or a corrective plan of action is not approved by the Town Administrator within twenty (20) days after the date of the mailing of the Notice or in the event that, after consideration of evidence, the Town Administrator determines that one or more violations of the Code in fact exists, the Town Administrator shall issue a Notice of Intent to Record the Notice of Code Violation. The Notice of Intent shall be provided to the property owner and any responsible party.

E. If the owner or the responsible person disagrees with the determination of the Town Administrator, either party may appeal the decision to the Town Council by providing a written request to the Town Clerk or to the Town Administrator, along with an appeal fee as set forth in the Town's Fee Schedule, not later than fifteen (15) days after the date of the mailing of the Notice of Intent to Record the Notice of Violation.

F. The Town Council shall, not later than forty-five (45) days after the date an appeal is filed, conduct a hearing to consider the action of the Town Administrator and the evidence of the appellant. At least fifteen (15) days prior to the hearing, the Town shall provide written notice regarding the date and time of the hearing to the affected property owner, any responsible person, if known, and to the property owners of the ten (10) nearest neighboring properties or the property owners of all properties within five hundred (500) feet of the subject property, whichever number is lesser. The Town Council shall either affirm, modify, or reverse the decision of the Town Administrator and may attach conditions deemed necessary to assure compliance

with Town regulations and to reimburse the Town for the costs of Code compliance.

G. If no appeal is timely filed, or if directed by the decision of the Town Council on an appeal, the Town Administrator may proceed with civil or criminal enforcement remedies and shall record the Notice of Code Violation with the Office of the County Recorder of San Mateo County. The recorded Notice of Code Violation shall also include the name of the property owner, the assessor's parcel number, and the parcel's legal description. A copy of the Notice of Code Violation shall also be provided by certified mail to the property owner and any responsible person, if known.

H. A Notice of Release of Code Violation shall be issued by the Town Administrator only if the Town Administrator or Town Council determines that:

1. All violations listed in the Notice of Code Violation have been corrected;
2. All necessary permits have been issued and finalized;
3. All civil penalties have been paid;
4. All administrative costs of Code compliance have been paid.

The Notice of Release of Code Violation shall be also be recorded if a Notice of Code Violation was previously recorded.

I. The Town shall cause a Stop Work Notice to be issued for any work related to a Code violation, and where a Notice of Code Violation has been recorded, shall withhold permits for any alteration, repair, or construction on the property, or any permits pertaining to the use and development of the real property or any structure on such property until a Notice of Release of Code Violation has been issued by the Town Administrator. The Town shall not withhold permits which are necessary to obtain a Notice of Release of Code Violation or which are necessary to correct serious health and safety violations.

J. Whenever a Notice is required to be given under this Section, the following provisions apply, unless different provisions are otherwise specifically stated to apply:



1. Notice shall be given by personal service or certified mail, postage prepaid, return receipt requested. Simultaneously, the same Notice may be sent by first class (regular) mail. If a Notice that is sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail, provided the Notice that was sent by regular mail is not returned.

2. Notice to the property owner by mail shall be to the address shown on the last assessment roll or to any other address of the owner known to the Town Administrator. In the event the owner's address is unknown, notice shall be posted in three (3) places on or in front of the property, in a form to be approved by the Town Administrator.

3. Notice to any known responsible party shall be by mail to the street address of the property or to any other address of the responsible party known to the Town Administrator.

4. Service by personal service or by certified or regular mail in the manner described above shall be effective on the date of personal delivery or the date of mailing. The failure of any person with an interest in the property to receive any Notice served in accordance with this section shall not affect the validity of any proceedings taken under this chapter.

#### **1.12.030 Mediation.**

A. The Council finds there may be a need for mediation as a means of dispute resolution to gain compliance with provisions of the Municipal Code and other applicable Federal and State Codes. The Council further declares that mediation can be an effective technique to avoid disputes by developing consensus on controversial issues. Mediation can often resolve disputes in a more efficient and effective manner without the necessity of more formal administrative action or litigation.

B. At any stage of a Code compliance proceeding, including during a civil action, the matter may be referred to mediation by the Town or by a court that has jurisdiction over the matter.

C. The mediation shall be held before a neutral third party agreed to by the parties or appointed by the court that has jurisdiction over the matter.

D. The mediation shall occur within sixty (60) days of the date of the referral.

**1.12.040 Code Compliance Cost Recovery.**

A. Any property owner to whom a Notice of Violation is issued and recorded shall pay to the Town the costs of staff administration, as set forth in the Town's Fee Schedule. Such costs shall be based on the time of staff involved in abating the violation and may include the costs of research, field investigation, notice, and administrative hearing costs.

B. Any person against whom a civil or criminal complaint is filed shall pay to the Town the reasonable costs of staff administration, as set forth in the Town's Fee Schedule, unless the party after trial is deemed by the court to be the prevailing party. Such costs shall be based on the time of staff involved in abating the violation and may include the costs of research, field investigation, notice, administrative hearing, and court costs.

C. Code compliance administrative costs shall not be required where the violations on a property are corrected before the date of recordation of a Notice of Code Violation.

D. No Notice of Code Violation shall be released by the Town and no civil or criminal complaint shall be dismissed by the Town until all applicable Code compliance costs have been paid. Additionally, no permit shall be issued and no staff inspection shall be conducted for work on a property currently subject to a Notice of Code Violation or to a civil or criminal complaint, until such Code compliance costs have been paid.

E. Code compliance costs shall be required in addition to any other fees or penalties required by the Code.

**1.12.050 Civil Penalties: Injunction.**

A. The Town Council finds that in addition to any other procedures, fines, or penalties, that where it is necessary for the Town to file a civil action in court to obtain compliance with the Code, the court may, in its discretion, assess a civil penalty of up to Five Thousand

Dollars (\$5,000) against the violating parties in connection with the Code enforcement action in the event the Town is the prevailing party. The court shall consider some or all of the following factors:

1. The duration of the violation(s).
2. The frequency or recurrence of the violation(s).
3. The seriousness of the violation(s).
4. The history of the violation(s).
5. The person's conduct after issuance of the Notice of Code Violation.
6. The good faith effort by the person to comply.
7. The economic impact of the penalty on the person.
8. The impact of the violation upon the community.
9. Any other factors that justice may require.

B. Any person or entity who commences development or begins construction of any improvement prior to obtaining a zoning approval, architectural and site plan review, subdivision approval, or building permit required by the Portola Valley Municipal Code shall pay a civil penalty to the Town equivalent to three times (3x) any and all fees required for the development or improvement. The Town Administrator may reduce or waive the administrative civil penalty fee in those cases where an application for permit is filed prior to staff awareness of a potential violation and may reduce the fee by one-half where the Town Administrator determines that the applicant has not acted willfully to violate the Code, provided that a complete permit application is submitted not later than ten (10) days after staff has notified the owner of the violation.

C. Any provision of the Code may be enforced by injunction issued by the Superior Court upon a suit brought by the Town.

D. As part of any civil court action, the Town has the authority to require a performance bond to ensure

compliance with the Municipal Code, applicable State Codes, or any judicial action.

**1.12.060 Violations, Misdemeanors or Infractions.**

A. It shall be unlawful for any person to violate any provision or to fail to comply with the requirements of this Code or of any other ordinance of the Town. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Code or any of the Town's ordinances, other than administrative provisions thereof, shall be guilty of a misdemeanor, unless the violation of such provision is designated as an infraction or is a parking violation.

B. Any person convicted of a misdemeanor under the provisions of this Code or other Town ordinance shall be punishable by a fine of not more than One Thousand Dollars (\$1,000) or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

C. Any person convicted of an infraction under the provisions of this Code or other Town ordinance shall be punishable by:

1. A fine not exceeding One Hundred Dollars (\$100) for a first violation;
2. A fine not exceeding Two Hundred Dollars (\$200) for a second violation within one (1) year of the same provision of this Code or of the same ordinance;
3. A fine not exceeding Five Hundred Dollars (\$500) for a third violation within one (1) year of the same provisions of this Code or of the same ordinance; and
4. Any person violating the same provision of this Code or other Town ordinance that is designated as an infraction for the fourth time within one (1) year shall be guilty of a misdemeanor.

D. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Code or of any other Town ordinance is committed, continued, or

permitted by such person and shall be punishable accordingly.

**1.12.070 Nuisance.** Any condition existing in violation of any of the provisions of this Code or any other Town ordinance shall be deemed a public nuisance and may be abated by the Town pursuant to Title 8 (Health and Safety), of this Code.

**1.12.080 No Exclusivity.** The remedies specified in this Chapter are not mutually exclusive or definitive, and no remedy in this Chapter supersedes or limits any other remedies, civil or criminal, whether set out in the chapter or not.

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

4. Effective Date; Posting. This Ordinance shall be posted in three (3) public places within the Town of Portola Valley and shall take effect from and after thirty (30) days after its adoption.

INTRODUCED: *February 5, 1998*

PASSED: *February 11, 1998*

AYES: *Council members; Nielsen, Brown, Driscoll, Merk and Vrain*

NOES: *None*

ABSTENTIONS: *None*

ABSENT: *None*

ATTEST:

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

By: *Gary Nielsen*  
Mayor

APPROVED AS TO FORM:

*Margaret A. Sloan*  
Town Attorney

#10

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

## **TOWN COUNCIL WEEKLY DIGEST**

**Friday – August 28, 2015**

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1. Agenda (Action) – Town Council – Wednesday, August 26, 2015
2. Agenda - Bicycle, Pedestrian & Traffic Safety Committee – Wednesday, September 2, 2015
3. Agenda – Water Conservation Committee – Wednesday, September 2, 2015
4. Agenda (Cancelled) – Planning Commission – Wednesday, September 2, 2015
5. Report from San Mateo County Sheriff’s Office – Incident Log for 08/14/15 – 08/18/15
6. Invitation to Attend the Woodside Fire Protection District 3<sup>rd</sup> Alarm Chili Cook Off & BBQ – Sunday, September 27, 2015

### **Attached Separates (Council Only)**

*(placed in your town hall mailbox)*

1. Housing Endowment and Regional Trust “HEART” - Annual Report for fiscal year 2014



# TOWN OF PORTOLA VALLEY

**7:00 PM – Regular Meeting of the Town Council**  
**Wednesday, August 26, 2015**  
**Historic Schoolhouse**  
**765 Portola Road, Portola Valley, CA 94028**

## ACTION AGENDA

### **CALL TO ORDER AND ROLL CALL – 7:00 PM**

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

**All Present**

### **ORAL COMMUNICATIONS**

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

**Silvia Porter, resident of Portola Valley Ranch, voiced her concerns for drones relative to privacy, noise, wildlife disruption and running hot which could potentially start a fire.**

### **CONSENT AGENDA**

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

1. **Approval of Minutes** – Regular Town Council Meeting of August 12, 2015

**Approved 4-0-1 Councilmember Hughes abstained**

2. **Approval of Warrant List** – August 26, 2015

3. **Recommendation by Acting Town Manager** – Property Acquisition Report

4. **Recommendation by Public Works Director** – Adoption a Resolution Authorizing the Execution of a Public Works Mutual Aid Agreement with the County of San Mateo and other neighboring cities within the County for Emergency and Disaster Events

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Authorizing the Execution of a Public Works Mutual Aid Agreement (Resolution No. 2672-2015)

**Items 2, 3 & 4 Approved 5-0**

5. **Recommendation by Administrative Services Manager** – Adoption of a Resolution Authorizing Execution of an Agreement with City of Redwood City for Information Technology Services for Town Hall

(a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and the City of Redwood City (Resolution No. 2673-2015)

**Approved as Amended 5-0**

### **REGULAR AGENDA**

6. **PRESENTATIONS** – None

### **COMMITTEE REPORTS & REQUESTS** – None to Report

7. **Report from the Cultural Arts Committee** – Committee Survey Results

**Elizabeth Papadopoulos, member of the Cultural Arts Committee, presented the Cultural Arts Committee Annual Report and Town Survey results.**

8. **Update on Drought Emergency** - *There are no written materials for this agenda item*  
**In July the town has reduced its water use 42%, compared to July of 2013. Currently, the town is at a 47% cumulative reduction toward the goal of a 36% cumulative reduction between June 2015 and February 2016. On Wednesday, August 26th, the Town received notice that an appeal had been granted for Ford Field and the water**



*budget and bills would be adjusted accordingly. The appeal for the Town Center's domestic water account is still pending; however, CalWater indicated that no surcharges would be assessed while it is being reviewed. The final wording for the updated Water Efficient Landscape Ordinance is expected from the state by the end of August at which time, staff will forward it to the Water Conservation Committee and Conservation Committee. Staff has been reviewing the updated ordinance and is watching to determine if BAWSCA will lead a regional effort. The state's deadline for adoption is December 1, 2015. Staff and the Water Conservation Committee continue the marketing of the H2Oknow tool and are planning a lawn watering reduction campaign next, which will include the use of a lawn sign. The Council reviewed the design of the lawn sign and gave input that staff should do what it can to make it more obvious that it is related to the drought.*

## **STAFF REPORTS AND RECOMMENDATIONS**

### **PUBLIC HEARING**

9. **Recommendation by Acting Town Manager** – First Reading of an Ordinance Approving Amendments to the Second Unit Ordinance

- (a) First Reading of Title, Waive Further Reading, and Introduce an Ordinance Amending Title 18 [Zoning] of the Portola Valley Municipal Code Relative to Second Units (Ordinance No. \_\_)

***Council approved 5-0 second Reading scheduled for the September 9, 2015 Council meeting***

10. **Recommendation by Acting Town Manager** – First Reading of an Ordinance to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems

- (a) First Reading of Title, Waive Further Reading, and Introduce an Ordinance of the Town of Council of the Town of Portola Valley Adding Chapter 15.21 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Small Residential Rooftop Solar Systems (Ordinance No. \_\_)

***Council approved 5-0 second Reading scheduled for the September 9, 2015 Council meeting***

11. **Recommendation by Town Clerk** – November 2015 Election

- (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving Cancelling the November 2015 General Election and Appointing the Two Nominees to Fill the Two Vacancies on the Town Council (Resolution No. 2674-2015)

***Council approved cancellation of the November 3, 2015 elections. 3-0-2 Councilmember Wengert and Mayor Aalfs abstained***

12. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS** - Town Council members provide a brief announcement or report on items of significance for the entire Town Council arising out of their liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*

### **Councilmember Wengert** –

***Attended a Dog Bite Appeal Hearing, held on August 26, 2015.***

### **Councilmember Richards** –

***Attended a Cultural Arts Committee meeting to review the Town survey results and decision to decline the Berlin wall art donation.***

***Conservation Committee voiced its concern that some attendees for last week's music concert parked in the Spring Down field, discussed the recently popular planting of olive trees and concern for possible drainage issues due to fallen branches into the creek on Shady Lane Trail.***

### **Councilmember Hughes** –

***Parks & Recreation Committee heard from a resident about the use of bull horns at Ford Field. The Committee is also working on a proposal for an improved skate ramp, the idea of a horse shoe pit next to the tennis courts, and are looking into whether the sports fields will be ready for the fall season. Scott Symon is now co-chair.***

***Bicycle, Pedestrian & Traffic Safety Committee heard an update on the retaining wall on Alpine Road and the West Bay Sanitary Project happening on Georgia Lane. Windy Hill parking seems to be working well.***

***Nature & Science Committee did not have a quorum. Flight Night will be on September 19<sup>th</sup>. Star Party is scheduled for October 16, or 18, weather dependent.***

### **Vice Mayor Derwin** –

Water Conservation Committee reported as of August 19, thirty nine residents had used the water tool. The Committee is organizing another workshop in the library, and continues its work on the Water Efficiency Landscape Ordinance "WELO."

C/CAG August meeting heard a presentation on the Safe Routes to School Program and the Airport Land Use Compatibility Plan. The five recommended bills from the legislative committee, all transportation related, were supported. There was a new appointment to the Congestion Management and Environmental Quality Committee. Vice Mayor Derwin attended a Government Roundtable discussion on Ethics held at Santa Clara University.

**Mayor Aalfs -**

***Met with staff to hear an update on the Green Building Ordinance.***

**WRITTEN COMMUNICATIONS**

13. **Town Council Digest** – August 14, 2015

14. **Town Council Digest** – August 21, 2015

***#6 – Council granted Portola Valley Garden Club use of the Historic Schoolhouse***

**ADJOURN TO CLOSED SESSION: 8:14 pm**

**15. PUBLIC EMPLOYMENT**

Government Code § 54957

Town Manager

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT: 9:30 pm**

**ASSISTANCE FOR PEOPLE WITH DISABILITIES**

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

**AVAILABILITY OF INFORMATION**

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

**SUBMITTAL OF AGENDA ITEMS**

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

**PUBLIC HEARINGS**

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

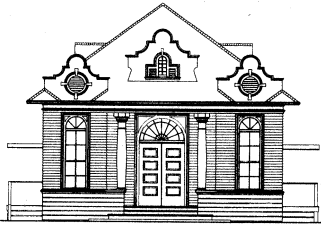


**TOWN OF PORTOLA VALLEY**  
**Bicycle, Pedestrian and Traffic Safety**  
**Committee Meeting**  
**Wednesday, September 2, 2015 – 8:15 AM**  
**Historic Schoolhouse**  
**765 Portola Road, Portola Valley, CA**

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**MEETING AGENDA**

1. Roll Call
2. Oral Communications
3. Approve Minutes of the August meeting
4. Sheriff's Report –
  - 1) Accidents and Citations –
  - 2) Updated requests for Law enforcement presence, as required School and school crossing locations
5. Public Works Report:
  - 1) Retaining wall project at Alpine and Arastradero Roads
  - 2) Georgia Lane Pipeline project
6. General Items:
  - 1) Update on Windy Hill Parking situation – Parking request cards
  - 2) Request for new areas of Committee focus
  - 3) Update on Town website cycling activities
7. Update on Outreach, events & teaching programs:
  - 1) Pat Baenan offered services for 2016 Bike to/from Work day
8. Matters Arising:
9. Time and Date for October 2015 meeting
10. Adjournment



**TOWN OF PORTOLA VALLEY**  
**Water Conservation Committee Meeting**  
**Wednesday, September 2, 2015 3:00 to 5:00 PM**  
**Town Hall, Conference Room**  
**765 Portola Road, Portola Valley, CA 94028**

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**MEETING AGENDA**

- 1. Call To Order**
- 2. Oral Communications**
- 3. Approval of minutes – August 19, 2015**
- 4. Review status of H2Oknow tool**
  - a. Response from residents**
  - b. Promotional activities and outreach efforts**
- 5. Tip of the month**
- 6. Award for Top 3 Water Conservers**
- 7. Lawn watering reduction program**
- 8. WELO ordinance**
- 9. Green building ordinance**
- 10. Announcements**
- 11. Set Date and Topics for next meeting**
- 12. Adjournment**

*Loverine to act as Secretary for this meeting*



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

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**TO:** Planning Commission

**FROM:** CheyAnne Brown, Planning Technician

**DATE:** August 25, 2015

**RE:** Cancellation of Planning Commission Meeting

The regular meeting of the Planning Commission scheduled for Wednesday, September 2, 2015 has been canceled. The next regular meeting of the Planning Commission is scheduled for Wednesday, September 16, 2015 at 7:00 p.m.

cc: Town Manager  
Town Council  
Town Planner  
The Almanac

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This Notice is posted in compliance with Section 54955 of the Government Code of the State of California.

Date: August 25, 2015

CheyAnne Brown  
Planning Technician

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# SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

## San Mateo County Sheriff's Office (Headquarters Patrol) Press

Information on selected incidents and arrests are taken from initial Sheriff's Office case reports. Not all incidents are listed due to investigative restrictions and victim privacy rights.

**Friday 08/14/15 Tuesday 08/18/15**

Greg Munks  
Sheriff

CASE NUMBER	DATE & TIME Reported	LOCATION	DESCRIPTION	FACTUAL CIRCUMSTANCES
15-7521	08/13/15 3:23PM	2400 Blk. Middlefield Rd. North Fair Oaks	Obtain/Use Personal ID w/o Authorization	An unknown subject used the victim's social security number to open a credit card in San Diego, CA. At this time there is no estimated loss.
15-7544	08/14/15 2:08AM	7 <sup>th</sup> Ave. / Edison Way North Fair Oaks	Stolen Property	Roberto Robles from Redwood City was arrested for being in possession of stolen property when a search of his vehicle yielded a stolen Apple laptop computer worth approximately \$1000. Two more laptops were found inside of the vehicle and were booked into the San Mateo County property room for safe keeping. Robles was transported and booked into the Maguire Correctional Facility.
15-7551	08/14/15 8:34AM	Alpine Rd. / Portola Rd. Portola Valley	-Driver w/Suspended License -Possession of	The suspect was contacted via a traffic stop at the intersection of Alpine Road and Portola Road in Portola Valley. A records check revealed that the suspect's driver's license was

			Narcotics	suspended. A consent search of the suspect's vehicle yielded approximately 0.2 grams of suspected heroin. The suspect was issued a citation.
15-7549	08/14/15 8:37AM	200 Blk. 3 <sup>rd</sup> Ave. North Fair Oaks	Recovered Outside Stolen Vehicle	A deputy responded to assist a Community Service Officer with the recovery of a stolen motorcycle. Upon arrival, the CSO officer stated that he noticed the motorcycle parked in front of a posted no parking sign and conducted a records check of the license plate. County Communications confirmed the Suzuki was reported stolen on 01/06/2015 out of Palo Alto PD. The motorcycle was not drivable. The motorcycle was towed and was removed from the Stolen Vehicle System.
15-7565	08/14/15 3:30PM	3000 Blk. Woodside Rd. Woodside	Shoplifting	An adult male entered Robert's Market and stole an unknown amount of merchandise. The adult male was seen with three females in the store; however, store surveillance cameras only captured the adult male concealing merchandise in his pockets. The group of four exited Robert's Market at separate times and left the scene in a motor home. The estimated loss was \$150.00.
15-7569	08/14/15 5:49PM	500 Blk. 7 <sup>th</sup> Ave. North Fair Oaks	Federal Mail Theft	An unknown suspect stole delivered U.S.P.S mail from an unlocked mailbox on 7 <sup>th</sup> Avenue. A witness was outside when she noticed a woman remove mail from the mailbox and leave. She described the suspect as a heavy set Hispanic woman with a reddish brown pony tail and a black tank top. The suspect removed the mail from the mail box and got into a white Chevrolet Malibu with tinted windows. The neighbor captured a photograph of the vehicle. The vehicle fled eastbound on 7 <sup>th</sup> Avenue. There are no suspects at this time.
15-7574	08/14/15 7:07PM	300 Blk. Alamos Rd. Portola Valley	Possession of Narcotics	Carlo Meiorin from Cupertino was arrested for possession of a controlled substance. Meiorin was transported and booked into

				the San Mateo County Jail. His vehicle was towed.
15-7619	08/16/15 7:04AM	4200 Farm Hill Blvd Woodside	Possession of Controlled Substance	Travis Skarston from San Leandro was found to be on active probation with search and seizure. During a probation search of his vehicle, methamphetamine, and a meth pipe were found on the dashboard on the passenger side. Skarston was cited and released at the scene.
15-7644	08/16/15 11:27PM	100 Blk. Dumbarton Ave. North Fair Oaks	-Attempted Murder -Participate in Street Gang- -Shoot at Person from Vehicle	The victim was shot once in the left rear upper buttocks, while he was drinking with friends in front of a residence on Dumbarton Avenue. The victim was transported and medically treated. The unknown suspects were last seen in a 1990's black Jeep-style SUV in an unknown direction.
15-7648	08/17/15 2:50AM	100 Blk. Dumbarton Ave. North Fair Oaks	Resisting Peace Officer Resulting in Injury	Deputies were attempting to secure the scene of a shooting, when subject #1 entered the scene and began yelling and encouraging subject #2, who deputies were trying to detain for not complying with their orders. Subject #1 and the deputy were both medically evaluated for injuries that occurred during this incident. The subject was transported and booked into Hillcrest Juvenile Detention Center.
15-7653	08/17/15 8:46AM	4000 Blk. Alpine Rd. Portola Valley	Burglary	Unknown suspect(s) gained entry into the victim's locked Ford Expedition while it was parked in the rear parking lot of the Alpine Hills Tennis Club. Entry was made by unknown means and there were not any signs of forced entry according to the victim. The suspect(s) removed two credit cards from the victim's wallet which was in the unlocked glove box.
15-7656	08/17/15 9:31AM	300 Blk. Portola Rd. Petty Theft	Petty Theft	The Reporting Party stated that her son is a student at Woodside Priory school. She stated that sometime during a basketball game at the campus her son either lost or had his Apple I-phone stolen. She informed the deputy that she was



				able to track the phone to an unknown address in Sacramento using the “locate my phone” application. There is no other information at this time.
15-7658	08/17/15 12:23PM	600 Blk. 2 <sup>nd</sup> Ave. North Fair Oaks	Obtain/Use Personal ID w/o Authorization	Unknown suspect(s) used the victim’s personal information for billing purposes for a medical transport in San Diego, CA. The bill was in the amount of \$1,778.49. The victim was not in San Diego at the time of this incident and did not give anyone permission to use his personal information for any reason.
15-7686	08/18/15 8:23AM	2600 Blk. El Camino Real North Fair Oaks	Embezzled, Leased or Rented Vehicle	The suspect failed to return a vehicle he rented from Hertz Rental Car on 05/05/15 as agreed upon by their contract. The vehicle was entered into the Stolen Vehicle System as Embezzled.
15-7695	08/18/15 10:36AM	3000 Blk. Woodside Rd. Woodside	Grand Theft	Unknown subject(s) entered an unlocked technology storage closet at Woodside Elementary School, removed approximately \$10,150.00 worth of computer equipment, and left the scene. There are no investigative leads at this time.
15-7716	08/18/15 6:27PM	400 Blk. Mac Arthur Ave. North Fair Oaks	Grand Theft	An unknown black male suspect, approximately in his mid-twenties, grabbed a cell phone out of the hands of the victim while he was using it to text. The suspect then got into a white Toyota Sienna which was parked on Middlefield Rd. The suspect fled northbound on Middlefield Road toward Douglas Avenue in the vehicle. There were no other witnesses to the crime, and no cameras on the nearby buildings facing the direction of the crime or the suspect vehicle. The estimated loss is \$190.00.
15-7725	08/18/15 11:13PM	5 <sup>th</sup> Ave. / Middlefield Rd. (Under Train Bridge) North Fair Oaks	Attempted Robbery	The victim was walking eastbound on 5 <sup>th</sup> Avenue under the train bridge near William Avenue, when three unknown Hispanic male suspects assaulted and attempted to rob him.

				The victim suffered minor injuries but declined medical attention. The suspects fled the scene prior to Sheriff's Office arrival and were last seen heading east on 5 <sup>th</sup> Avenue.
15-7727	08/18/18 11:27	3600 Middlefield Rd. (Garfield School) North Fair Oaks	-Robbery from Person -Assault w/ Deadly Weapon	The victim was walking near 3600 when he was approached by a Hispanic male suspect and two Hispanic female suspects. The male suspect demanded the victim's wallet. The victim denied he had a wallet and the man struck him in the forehead. The victim fell to the ground and was kicked in the face and head. The suspect then took the victim's wallet from his pants pocket and fled with the females in an unknown direction. The estimated loss was \$60.00. The victim was unsure if the male suspect struck him with a weapon. Deputies canvassed the area but were unable to locate the suspects. The victim was transported to Stanford Hospital.

**WOODSIDE\*PORTOLA VALLEY  
FIRE PROTECTION FOUNDATION**



**3RD CALIFORNIA  
CHILI  
COOK OFF  
& BBQ**

**SEPT 27<sup>TH</sup> 2015** 3PM - 7PM

LIVE AUCTION AMAZING RAFFLE SCULPTURE TOURS  
LIVE MUSIC KIDS GAMES FIREFIGHTER DEMOS

**\$35.00 ADULTS \$15.00 KIDS UNDER 12**

LIMITED SEATS AVAILABLE - NO REFUNDS SOLD AT OWNERS RISK - PRE-REGISTRATION ONLY

BUNNYMEDE FARM 990 BUNNYMEDE WOODSIDE, CA

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## **TOWN COUNCIL WEEKLY DIGEST**

**Friday – September 4, 2015**

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1. Agenda (Cancelled) – Parks & Recreation Committee – Monday, September 7, 2015
2. Agenda – Trails & Paths Committee – Tuesday, September 8, 2015
3. Agenda – Emergency Preparedness Committee – Thursday, September 10, 2015
4. Agenda – Cable and Utilities Undergrounding Committee – Thursday, September 10, 2015
5. Agenda – Cultural Arts Committee – Thursday, September 10, 2015
6. Report from San Mateo County Sheriff's Office – Incident Log for 08/19/15 – 08/22/15
7. Report from San Mateo County Sheriff's Office – Incident Log for 08/23/15 – 08/31/15
8. Email from Jessica Stanfill Mullin, League of California Cities re: Peninsula Division 2015-16 Executive Committee Officers Elections and Candidates Biographies
9. Western City Magazine – September 2015
10. Letter from "The Mules" re: Declaration of Emergency

**Attached Separates (Council Only)**  
*(placed in your town hall mailbox)*

1. LABOR Newsletter – September 2015



Parks & Recreation Committee  
Notice of Cancellation  
Monday, September 7, 2015

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# **PARKS AND RECREATION COMMITTEE MEETING**

## **NOTICE OF CANCELLATION**

**Monday, September 7, 2015**

The regular meeting of the Parks & Recreation Committee, scheduled for Monday, September 7, 2015 has been cancelled. The next regular meeting of the Parks & Recreation Committee is scheduled for Monday, October 5, 2015.



**TOWN OF PORTOLA VALLEY**  
***Trails and Paths Committee***  
**Tuesday, September 8, 2015 - 8:15 AM**  
**Historic Schoolhouse**  
**765 Portola Road, Portola Valley, CA**

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**AGENDA**

1. Call to Order
2. Oral Communications
3. Approval of Minutes – Regular meeting of July 14, 2015
4. Financial Review and Trail Work – June (end of year), July & August 2015
5. Conservation Committee Update
6. Old Business
  - (a) Community Hike Planning – Saturday, November 7
  - (b) Larry Lane Trail – Scenic Overlook Update
  - (c) Shady Trail – Potential Signage Update
  - (d) Review of Portola Valley Trail Maps
7. New Business
8. Other Business
9. Adjournment

**Enclosures:**

Minutes from July 14, 2015 meeting  
Financial Review June (end of year), July & August  
Trail Work Map and Memo – July & August 2015



**TOWN OF PORTOLA VALLEY**  
**Regular Meeting of the**  
**Emergency Preparedness Committee**  
**Thursday, September 10, 2015 - 8:00 AM**  
**EOC / Town Hall Conference Room**  
**765 Portola Road, Portola Valley, CA 94028**

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**REGULAR MEETING AGENDA**

1. 8:00 Call to order -  
Members: John Boice, Dave Howes, Diana Koin, Anne Kopf-Sill,  
Dale Pfau/Chair, Chris Raanes, Ray Rothrock, Craig Taylor, Bud Trapp,  
Tamara Turner, and Stuart Young  
  
Guests: Debbie Pedro/ActingTown Manager, John Richards/Town Council,  
Dan Ghiorso and Selena Brown WFPD, Mark Kuykendall/Sheriff's Office, Gary  
Nielsen, Police Commissioner  
  
Absent:
2. 8:01 Oral Communications
3. 8:04 Review and approval of minutes
  - Motion: Accept the Minutes of August 13, 2015
4. 8:05 CERPP/WFPD Report (Brown/Ghiorso)
  - Evacuation plans for residents requiring assistance
5. 8:20 Town Report
  - Cross-Training with EPC Members
  - Discussion of possible creek level monitors
  - Town website review to make EPC page more visible
6. 8:35 Medical Subcommittee Report (Young)
  - Sequoia supplies update
7. 8:40 Communications Sub Committee Report (Rothrock)
  - EOC Frequency monitoring plan – based on staffing
  - Powerstat failure update
8. 8:45 Community Outreach Sub Committee Report (Turner)
  - Messages for traffic trailer
  - AM radio web-streaming community education
9. 8:55 Other Business
  - Joint meeting with Woodside EPC
10. 9:00 Adjourn. Next meeting is October 8, 2015



**TOWN OF PORTOLA VALLEY**  
***Cable & Undergrounding Committee Meeting***  
**Thursday, September 10, 2015 – 8:15 AM**  
**Historic School House**  
**765 Portola Road, Portola Valley, CA**

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**AGENDA**

1. Call meeting to order
2. Minutes: Approval of July minutes
3. Communications from Members of the Public
4. Old Business
  - PG&E replies to questions raised at last meeting and next steps in Rule 20A project
  - Next steps to determine voters' interest in undergrounding utilities
5. New Business
6. Adjournment:

Next meeting on November 12, 2015 at 8:15 am





**TOWN OF PORTOLA VALLEY**  
**Cultural Arts Committee**  
**Thursday, September 10, 2015 - 1:00 PM**  
**Historic Schoolhouse**  
**765 Portola Road, Portola Valley, CA**

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**AGENDA**

1. Call to Order
2. Oral Communications
3. Approval of Minutes – August 13, 2015
4. Old Business:
  - CAC survey results communication plan
  - Create Calendar of events
  - Summer Concerts review
  - Art Donation – Berlin Wall
  - Annual Report Review
5. New Business:
  - Leadership transition plans
  - Co-sponsor teen project with Friends of the Library
  - Piano purchase report
  - Holiday Fair preparation
6. Adjournment



# SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

## San Mateo County Sheriff's Office (Headquarters Patrol) Press

Information on selected incidents and arrests are taken from initial Sheriff's Office case reports. Not all incidents are listed due to investigative restrictions and victim privacy rights.

**Wednesday 08/19/15 to Saturday 08/22/15**

Greg Munks  
Sheriff

CASE NUMBER	DATE & TIME Reported	LOCATION	DESCRIPTION	FACTUAL CIRCUMSTANCES
15-7749	08/19/15 3:23PM	2800 Blk. Calvin Ave North Fair Oaks	Stolen Vehicle	The victim reported that his vehicle stolen. The victim claimed that after his vehicle was stolen, it was involved in an accident in East Palo Alto. The vehicle was entered into the Stolen Vehicle System and subsequently located/recovered. At this time, there are no potential leads/suspects in this incident.
15-7756	08/19/15 6:42PM	Portola Valley	Traffic Accident – Major Injury	A deputy responded to the report of a vehicle vs a bicyclist accident with unknown injuries. Upon arrival the deputy met with Driver #1 and Bicyclist #2. Veh#1 was traveling W/B on Alpine Rd. and made a left turn, failing to yield to oncoming Bicyclist #2. As a result of this bicyclist #2 collided into the front right bumper area of vehicle #1, causing her to impact the front right side windshield with her body. The bicyclist sustained major injuries She was transported to Stanford Hospital.

15-7757	08/19/15 7:40PM	2900 Blk. Woodside Rd. Woodside	Petty Theft	The victim stated that he stopped at a Chevron Station. He said he was back on the road for only a few minutes when he realized that he had forgotten his phone at the Chevron Station. He rushed back and discovered his phone was gone. He checked with the employees to see if someone had turned the phone in, but no one had. After not being able to locate his phone, he tried to locate it using the "Find my iPhone" application. When he tried to locate it using the application, he found that the phone had been turned off. The victim stated he never turns his phone off and that is how he was sure that someone had taken it.
15-7793	08/20/15 3:05PM	3000 Blk. Woodside Rd. Woodside	Burglary	Unknown suspect(s) smashed the rear passenger window of the victim's vehicle, which was parked in the rear parking lot of Bucks Restaurant. The suspect(s) took a black laptop bag containing a Lenovo laptop, the victim's green-card, the victim's house keys, and a wallet containing the victim's driver's license, credit cards, checkbook and \$30 in cash. Upon discovering the burglary, the victim contacted her credit card institutions and discovered the credit cards had been used at the Target in Sunnyvale and Santa Clara.
15-7835	08/21/15 6:43PM	1300 Blk. Sherman Ave. West Menlo Park	Stolen Vehicle	The victim stated that she parked and locked her vehicle on the street in front of her home. When she walked outside, she noticed that her car was gone. She then noticed a no parking sign that had been posted for street repair and went to read it. The no parking sign read that it would not be enforced until 08/24/15. She then called the San Mateo County Sheriff's Office to file a report. The victim estimated the value of her car at \$20,000.00.
15-7841	08/21/15 10:16PM	Dumbarton Ave. / Curtis Ave.	Robbery from Person	Four suspects attacked the victim while he was walking at the corner of Dumbarton Ave and Curtis Ave. The suspects

		North Fair oaks		punched the victim repeatedly on his face causing bruising and a small laceration on his lower lip. The victim fell to the ground and one of the suspects placed an object on the victim's neck. The victim could not tell if the object was a firearm or a knife but stated that the object felt cold against his skin. The suspects stole the victim's wallet which contained \$450 and an AT&T cell phone worth \$180.
15-7856	08/22/15 10:48AM	300 Blk. 1 <sup>st</sup> Ave. North Fair Oaks	Forge/Pass/Make Fictitious Check	The victim responded to an email invitation / advertisement and thought she would be participating as a "mystery shopper," evaluating the service that was provided by various businesses. On four different occasions, she received Money Orders in the mail. She followed the instructions that came with the Money Orders which instructed her to deposit the Money Orders into her own bank account, retain a specific amount of money as her "commission," and withdraw the remaining amount as cash. She was then instructed to send that remaining amount via Moneygram to a specific person or persons. She was then to complete an evaluation questionnaire on the financial institution and the Moneygram office. She later received a notice from her bank, informing her that one of the Money Orders she deposited into her checking account was Altered / Fictitious / Suspected Counterfeit. When she looked further into the matter, she found that the other three Money Orders that she deposited into a different bank checking account were also fraudulent.
15-7860	08/22/15 2:49PM	La Honda Rd. Woodside	Traffic Accident – Minor Injury	Driver #1 was driving his motorcycle at an unknown speed, W/B on La Honda Road when he lost control of the bike and it went down on its left side, ejecting him. Driver #1 sustained abrasions to his left shoulder, arm, hand and leg. He was transported to Stanford Hospital.

15-7870	08/22/15 6:18PM	3800 Blk Alameda De Las Pulgas West Menlo Park	Grand Theft	An unknown suspect entered the victim's unlocked vehicle and took an Apple MacBook Pro computer from the back seat. The estimated loss is \$2,500. There is no video surveillance and no suspect information at this time.
15-7871	08/22/15 6:59PM	200 Blk. 4 <sup>th</sup> Ave North Fair Oaks	Sheriff's Office Felony Warrant	Ernesto Saldivar from Redwood City arrested for having two felony warrants both in the amount of \$25,000 out of the San Mateo County Sheriff's Office. He was transported and booked into the Maguire Correctional Facility.



# SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

## San Mateo County Sheriff's Office (Headquarters Patrol) Press

Information on selected incidents and arrests are taken from initial Sheriff's Office case reports. Not all incidents are listed due to investigative restrictions and victim privacy rights.

**Sunday 08/23/15 to Monday 08/31/15**

Greg Munks  
Sheriff

CASE NUMBER	DATE & TIME Reported	LOCATION	DESCRIPTION	FACTUAL CIRCUMSTANCES
15-7894	08/23/15	High Rd. / Woodside Rd. Woodside	Traffic Accident – Minor Injury	A deputy was dispatched to a call of an injury collision involving a solo bicyclist. Upon arrival the bicyclist was laying on his back and Woodside Fire was tending to him. The injured bicyclist ran over an unknown obstruction, and/or gravel, causing him to lose control of his bicycle. Upon losing control, the bicyclist was ejected off of his bicycle. The bicyclist was transported to Stanford Medical Center where he was treated for his injuries.
15-7933	08/28/15 3:04PM	3000 Blk. Woodside Rd. Woodside	Burglary	Unknown suspect(s) used an unknown object to shatter the front passenger window of the victim's vehicle. Unknown suspect(s) then removed a \$50.00 backpack from inside the vehicle, which contained a \$25.00 dollar headset and a piece of clothing. The victim believes it will cost approximately \$400 dollars to repair the damaged window. There is no

				suspect information at this time.
15-7943	08/25/15 12:01AM	Berkshire Ave. Marlborough Ave. North Fair Oaks	Robbery	An unknown suspect walked past the victim, pushed her on her back and demanded all of her belongings. The suspect stole the victim's bracelet, earrings, and necklace. The approximate loss was \$2,800. The victim stated the suspect was wearing a black hooded sweatshirt and dark jeans. The victim did not see a weapon. The victim did not require any medical attention.
15-7960	08/25/15 3:40PM	4100 Blk. Alpine Rd. Portola Valley	-Grand Theft -Unauthorized Use Access Card	Unknown suspect(s) stole cash and a credit card from the victim's unlocked Ford pickup. The estimated loss was \$2000 in cash and one Bank of the West MasterCard. The unknown suspect(s) later used the Bank of the West MasterCard to make two separate purchases in the City of Santa Clara.
15-7962	08/25/15 6:10PM	500 Blk. 5 <sup>th</sup> Ave. North Fair Oaks	-Armed w/ Deadly Weapon -Resist or Obstruct Officer -Exhibit Deadly Weapon -Warrant Arrest	Deputies on viewed an assault with a deadly weapon. The suspect attempted to strike the victim at least six times with a pick axe while chasing the victim down the street in public. The suspect fled and was later located and arrested. The suspect required medical attention due to a fractured heel sustained while fleeing. The victim was not injured. Herman Velez from Redwood City was arrested and booked on an outstanding felony bench warrant in the amount of \$15,000 from Redwood City PD, assault with a deadly weapon, brandishing, and for resisting an officer.
15-7967	08/25/15 7:21PM	400 Blk. 6 <sup>th</sup> Ave. North Fair Oaks	Forge/Pass/Make Fictitious Check	A deputy was dispatched to a report of fraudulent check use. Upon arrival, the deputy met with the reporting party who stated that her bookkeeper had noticed online that approximately 12 checks had been fraudulently used by an unknown suspect. The R/P stated that the checks were written to one of her employees, but not in her handwriting. The

				deputy viewed the online printout of the checks and could clearly see the handwriting was different. At the time of this report, approximately 16 fraudulent checks have been cashed with an estimated loss of \$5,600.
15-8057	08/28/15 1:01PM	Alpine Rd. / Arastradero Rd. Portola Valley	Warrant Arrest	A deputy affected a traffic stop on a vehicle that almost collided into him. Upon contact, the driver identified himself with a Mexico consulate card. A records check revealed that the driver had an outstanding warrant for his arrest out of San Bernadino County for a traffic violation in the amount of \$20,000.00. Luis Alberto Correa-Hernandez from Milpitas was arrested. San Bernadino County advised that they would not extradite and instructed county communications to have the deputy issue Correa-Hernandez a citation.
15-8098	08/29/15 7:08AM	100 Blk. Buckingham Ave. North Fair Oaks	-Possession of Controlled Substance -Controlled Substance Paraphernalia -Resist or Obstruct Officer -Battery on PO	Ramirez Cubule from East Palo Alto was arrested for possession of a controlled substance, possession of controlled substance paraphernalia, resisting a peace officer, and battery on a peace officer. Cubule was transported and booked into the San Mateo County Jail.
15-8151	08/30/15 7:46PM	200 Blk. Dumbarton Ave. North Fair Oaks	-Possession of Firearm by Felon/Addict -Discharge Firearm -Concealed Firearm -Resist or Obstruct Officer	Deputies responded to a report of a fight in progress, and a gunshot being heard. Deputies arrived on scene and contacted the described suspect sitting in a large shed. After searching the open duffle bag which was located directly behind the suspect, a loaded 9mm semiautomatic handgun was located. Deputies were unable to find any other persons involved in the



				original fight, nor locate any property damage. A criminal history check of the suspect was conducted and revealed he was convicted of a felony and served two years in a California Department of Corrections facility. While Deputies attempted to locate gunshot residue on the suspect, he actively resisted by tucking his hands in and licking them. Robert Micheletto from Redwood City was arrested and booked for possession of a firearm, carrying a loaded concealed weapon, reckless discharge of a firearm, and resisting an officer.
15-8154	08/30/15 8:34PM	3000 Blk. Woodside Rd. Woodside	Burglary	Unknown suspect(s) burglarized a vehicle while parked in the parking lot on the 3000 Blk of Woodside Road. The rear window was shattered and one backpack containing a camera and flask was stolen from the vehicle. The estimated loss is \$800.00. There were no witnesses located.
15-8166	08/31/15 7:57AM	4 <sup>th</sup> Ave. / Edison Way North Fair Oaks	Stolen Vehicle	The victim stated that he had parked and locked his van on Edison near 4 <sup>th</sup> Ave. on 08/30/15. He has the only key and is the legal owner of the van. When he went to get the van for work on 08/31/15, it was missing. The van was entered in the Stolen Vehicle System. There is no suspect information at this time.
15-8199	08/31/15 4:19PM	Josselyn Lane / Kings Mountain Woodside	Burglary	Unknown suspect(s) used unknown means to gain entry to the victim's locked vehicle while it was parked on Kings Mountain Road near Josselyn Lane. Once inside the suspect(s) removed 2 credit cards from the victim's wallet, leaving other valuables behind. The credit cards were later used to make a purchase at one store and an attempt at a second store. There is no estimated loss at this time.
15-8214	08/31/15 4:19PM	2700 Blk. Woodside Rd. Woodside	-Possession of Controlled Substance	Richard Doss from Castro Valley was arrested for being in possession of a controlled substance and for having an

			-Sheriff's Office Misdemeanor Warrant	outstanding warrant in the amount of \$10,000.00. Doss was transported and booked into the San Mateo County Jail.
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**From:** [Jessica Stanfill Mullin](#)  
**To:** [Jessica Stanfill Mullin](#)  
**Cc:** [Nancy Hall Bennett](#)  
**Subject:** Peninsula Division 2015-16 Executive Committee Officer Elections & Ballot  
**Date:** Wednesday, September 02, 2015 3:29:49 PM  
**Attachments:** [Peninsula Division 2015-16 Executive Committee Officers Ballot.pdf](#)  
[2015-16 Peninsula Division Executive Committee Candidates Biographies.pdf](#)

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Dear Peninsula Division Mayors and Councilmembers, City Managers and City Clerks,

The election for the Executive Committee for the Peninsula Division of the League of California Cities will be held on Friday, October 2, 2015 at the Division's Annual Breakfast meeting during the League of California Cities' Annual Conference in San Jose, CA. The Peninsula Division Nominating Committee - Division President and Menlo Park Councilmember Kirsten Keith, Past President and South San Francisco Mayor Rich Garbarino, and Past President of the League Board of Directors and Mountain View Councilmember Mike Kasperzak – submit the 2015-16 Peninsula Division Executive Committee Officers ballot that is enclosed below and attached to this email. Additionally, the biographies of each candidate are attached for your consideration.

Ballots were mailed to the Division's Mayors this week. **Cities are entitled to one vote for each position on the ballot.**

As you already know, I have accepted a new job with the County of San Mateo and Nancy Hall Bennett, Regional Public Affairs Manager for the North Bay Division, will serve as the interim regional manager for the Peninsula Division and oversee the election at the Annual Breakfast. **Ballots should be mailed back to Nancy Hall Bennett by Tuesday, September 29th or can be delivered in person at the Annual Breakfast on Friday, October 2nd.** All ballots will be opened and tabulated at the Annual Breakfast meeting.

**Peninsula Division 2015-16 Executive Committee Candidates**

**President:**

Liz Kniss, Councilmember, City of Palo Alto

**Vice President:**

Alicia Aguirre, Council Member, City of Redwood City

**Secretary-Treasurer:**

Marilyn Librers, Council Member, City of Morgan Hill

**Board Director (Two Year Term)**

Kirsten Keith, Council Member, City of Menlo Park

**At-Large – VOTE FOR ONE CANDIDATE FOR EACH COUNTY**

San Mateo County

Larry Moody, Council Member, City of East Palo Alto

Santa Clara County

Jim Davis, Council Member, City of Sunnyvale

If you have any questions regarding the election, I can be reached by email at [jstanfill@cacities.org](mailto:jstanfill@cacities.org) or by phone at (650) 238-4111 until September 11th. Please contact Nancy Hall Bennet at [nbennett@cacities.org](mailto:nbennett@cacities.org) or by phone at (415) 302-2032 if you have questions after September 11th. Thank you for your time and consideration.

Best,

Jessica Stanfill Mullin

Regional Public Affairs Manager

Peninsula Division, League of California Cities

(650) 238-4111

[jstanfill@cacities.org](mailto:jstanfill@cacities.org)

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**PENINSULA DIVISION  
2015-16 EXECUTIVE COMMITTEE OFFICERS BALLOT**

**PENINSULA DIVISION  
MEMBER CITIES**

ATHERTON  
BELMONT  
BRISBANE  
BURLINGAME  
CAMPBELL  
COLMA  
CUPERTINO  
DALY CITY  
EAST PALO ALTO  
FOSTER CITY  
GILROY  
HALF MOON BAY  
HILLSBOROUGH  
LOS ALTOS  
LOS ALTOS HILLS  
LOS GATOS  
MENLO PARK  
MILLBRAE  
MILPITAS  
MONTE SERENO  
MORGAN HILL  
MOUNTAIN VIEW  
PACIFICA  
PALO ALTO  
PORTOLA VALLEY  
REDWOOD CITY  
SAN BRUNO  
SAN CARLOS  
SAN FRANCISCO  
SAN JOSE  
SAN MATEO  
SANTA CLARA  
SARATOGA  
SOUTH SAN FRANCISCO  
SUNNYVALE  
WOODSIDE

**DIVISION OFFICERS**

**PRESIDENT**  
KIRSTEN KEITH  
COUNCILMEMBER  
CITY OF MENLO PARK

**VICE PRESIDENT**  
LIZ KNISS  
COUNCILMEMBER  
CITY OF PALO ALTO

**SECRETARY/TREASURER**  
ALICIA AGUIRRE  
COUNCILMEMBER  
CITY OF REDWOOD CITY

**DIRECTOR**  
MARILYN LIBRERS  
COUNCILMEMBER  
CITY OF MORGAN HILL

**AT LARGE REPRESENTATIVES**  
JIM DAVIS  
COUNCILMEMBER, SUNNYVALE

ART KIESEL  
MAYOR, FOSTER CITY

**STAFF LIAISON**  
JESSICA STANFILL MULLIN  
REGIONAL MANAGER  
EMAIL: [JSTANFILL@CACITIES.ORG](mailto:JSTANFILL@CACITIES.ORG)

**CITY:**

Please return to the Peninsula Division c/o Nancy Hall Bennet at 286 Mountain View Avenue, San Rafael, CA 94901 (please note that this is a personal address) by September 29<sup>th</sup> or deliver at the Annual Breakfast on October 2<sup>nd</sup>.

**President:**

Liz Kniss, Councilmember, Palo Alto Yes\_\_\_

**Vice President:**

Alicia Aguirre, Council Member, Redwood City Yes\_\_\_

**Secretary-Treasurer:**

Marilyn Librers, Councilmember, Morgan Hill Yes\_\_\_

**Board Director (Two Year Term)**

Kirsten Keith, Council Member, Menlo Park Yes\_\_\_

**At-Large – VOTE FOR ONE CANDIDATE FOR EACH COUNTY**

**San Mateo County**

Larry Moody, Councilmember, East Palo Alto Yes\_\_\_

**Santa Clara County**

Jim Davis, Councilmember, Sunnyvale Yes\_\_\_

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



## Candidates' Biographies for the 2015-16 League of California Cities Peninsula Division Executive Committee

### **Position: President**

**Candidate: Liz Kniss, Councilmember, City of Palo Alto**

### **Application Statement:**

I am currently serving as Vice President, and was elected to fill the vacant position after the November election. I have enjoyed serving as Vice President with Kirsten, and would like an opportunity to continue my service to the Peninsula Division of the League of California Cities.



I believe I have a good record of leadership, accountability, and taking responsibility regardless of what governing body I am serving on. While serving on the county Board of Supervisors I played a leadership role at the national level (NACO) chairing a major national committee; I also played a role in our local state organization, CSAC, serving on the board for several years and chairing a major statewide committee there as well.

I believe strongly in the role of governance and in the role we play on a governing body. Although Palo Alto has a large budget and we serve 65,000 people, I believe we need to remember that the prime reason cities exist is to provide our citizens with adequate police and fire protection. Following closely on public safety is our infrastructure, planning and zoning, and adequate administrative services. Although we offer far more services than those in our city, I think the four items listed above are the essence of serving in our cities.

I have had a very good record of attending meetings in all of the governing bodies I have served on. I traveled throughout the U.S. while on the NACO board, and in many parts of our state for CSAC. In addition, I really enjoy serving on boards, committees and commissions. I make a strong contribution, and I believe I'm an enthusiastic team member on governing boards. I have often served as "Chair" and believe I do a good job of handling that hard role.

I would welcome your support!  
Liz Kniss

### **Councilmember Liz Kniss – Biography**

#### **Occupation**

- Manager, Marketing and Communications, Sun Microsystems Laboratories
- Director, Stanford Friends of Nursing, Stanford University Hospital
- Public Health Nurse, San Mateo County
- Public Health Nurse, Cupertino Union School District
- Registered Nurse

#### **Education**

- BSN Simmons College, Boston, MA
- MPA, Public Administration and Health Care Policy, Cal State University
- Graduate work in Health Policy and Economics, UC Berkeley

#### **Memberships, Affiliations, Community Service (partial list)**

- AAUW, Palo Alto Chapter
- American Leadership Forum; Senior Fellow
- Association for Senior Day Health
- California Elected Women's Assoc. for Ed. & Research (CEWAR)
- Children's Health Awareness Council (CHAC) Advisory Council

- Democratic Activists for Women Now (DAWN)
- Democratic Forum of Santa Clara County
- Joint Venture Silicon Valley; current member and past Co-Chair
- League of Women Voters, Palo Alto Chapter
- Palo Alto Rotary
- Palo Alto Women's Club
- Voices of Reform Advisory Board, Commonwealth Club of California 2004-2005

#### **Public Service - Elected**

- 2001 - 2012: Santa Clara County Board of Supervisors, President 2005 and 2009
- 1989 - 2000: Palo Alto City Council, Council Member, Mayor 1994 and 2000
- 1985 - 1989: Palo Alto School Board, Member, President 1988

#### **Policy Committees and County Representation**

- Health and Hospital Committee; Vice-Chair 2001, Chair 2002 - 2012
- Legislative Committee; Vice-Chair 2001-2005, Chair 2006 - 2012
- Housing, Land Use, Environment, Transportation Committee; Vice-Chair 2009 - 2012
- Finance and Government Operations Committee; Vice-Chair 2006 - 2008
- Public Safety and Justice Committee; Chair 2001 Vice-Chair 2002 - 2005
- County Library District Joint Powers Authority; 2001 - 2012
- Santa Clara County Health Authority Board of Directors; 2001 - 2011
- Santa Clara County Emergency Preparedness Council 2004 - 2011
- First Five Santa Clara County Board of Directors 2009
- SCC Cities Association Joint Economic Development Policy Committee; 2005- 2008
- County Fire Department Liaison; 2001 - 2012
- County Planning Commission Liaison; 2001 - 2009
- Disaster Council 2006 - 2011
- Energy Task Force 2001
- Juvenile Detention Reform Planning Committee 2004
- Juvenile Detention Reform Oversight Committee 2005 - 2006

#### **Regional Representation**

- Bay Area Air Quality Management District; 2001 - 2012
- Bay Conservation and Development Commission; 2001 - 2011
- Local Agency Formation Commission; 2001 - 2011
- Mid-Peninsula Regional Open Space District Financing Authority 2001 - 2012
- Regional Hazardous Waste Management Facility Allocation; 2001- 2006
- Valley Transportation Authority; 2005 - 2012, Chair 2008

#### **State and National Representation**

- California State Association of Counties Board of Directors; 2006 - 2012
- California State Association of Counties; Health and Human Services Committee; Member 2003 - 2012, Vice-Chair 2006, Chair 2008 - 2012
- California Urban Counties Caucus; Member 2006 - 2012, Chair 2011
- National Association of Counties; 2006 - 2012, Board of Directors 2010 - 2012
- National Association of Counties; Health Steering Committee; Member 2004 - 2012, Chair 2010 - 2012
- National Association of Counties; Large Urban County Steering Committee 2006 - 2012
- National Association of Counties; Sustainability Leadership Team 2003 - 2006

#### **Palo Alto City Council 1989 - 2000, 2013 -**

- Member, City Council Rail Committee; 2013
- Chair, City/School Liaison Committee; 2014

- Member, City/School Liaison Committee; 1992, 1994-97, 2013
- Member, Council/CAO Committee; 1993-94, 2013-15
- Member, Finance Committee, 1997, 2001-15
- Chair, Policy & Services Committee, 2013
- Liaison, Public Art Commission, 2015
- Liaison, Art Center Foundation, 2014-15
- Liaison, Avenidas, 2014-15
- Liaison, Historic Resources Board, 2014
- Liaison, Board of Realtors, 2013-14
- Liaison, Midpeninsula Community Media Center, 2013
- Liaison, Neighbors Abroad; 1993, 1997, 2013-14
- Liaison, Palo Alto Downtown Business & Professional Association, 2013
- Liaison, Palo Alto Housing Corporation, 1993, 1997, 2013
- Liaison, Valley Transportation Authority, Policy Advisory Committee, 2014-15
- Liaison, Valley Transportation Authority, El Camino Real Rapid Transit Policy Advisory Board, 2013
- Liaison, Caltrain Policy Maker Committee, 2014
- Library Advisory Commission; 1999
- Palo Alto Community Child Care; 1990, 1993, 1995, 1998-1999
- Millennium Night/Year 2000 Committee; 1999
- National League of Cities - Women in Municipal Government Board; 1998
- National League of Cities - Steering Committee; 1995, 1998-99
- Santa Clara County Foundation (now Palo Alto Fund); 1990-99
- Telecommunications Advisory Board; 1998-99
- Senior Coordinator Council; 1991, 1998
- County Board of Supervisors Liaison; 1997
- California Avenue Area Development Association; 1997
- Palo Alto Chamber of Commerce; 1997
- Santa Clara Valley Water District Commission; 1997
- Stanford University Liaison; 1994-97
- Downtown Merchants' Association; 1995-97
- Historic Resources Board; 1995-96
- League of California Cities - Committee on Housing, Community and Association of Bay Area Governments; 1994-95
- League of California Cities - Peninsula Division; 1994-95, 2015
- Economic Development; 1991-95
- East Palo Alto Liaison Committee; 1993-95
- Santa Clara County Cities Association; 1994
- Family Resource Center Task Force; 1994
- Santa Clara County Transportation Commission; 1991-94
- Palo Alto Centennial Committee; 1990-1994
- Disability Awareness Task Force; 1993
- Public Art Commission; 1992
- Santa Clara County Intergovernmental Council; 1992
- Senior Coordinating Council; 1992
- Santa Clara County Emergency Preparedness Council; 1990-91
- Santa Clara County Paratransit Coordinating Council; 1991



**Position: Vice President****Candidate: Alicia Aguirre, Councilmember, City of Redwood City****Application Statement:**

I have served on the Peninsula Division of the League of CA Cities for the last year as Secretary/Treasurer. I am a member of the Leagues' Policy Committee for Transportation, Communication, and Public Works. I am also the President of the Latino Caucus of the League. I have worked with the League since I was elected for the past 10 years and have also been on other Policy Committees. I believe that it is important to continue to work with my colleagues at the local, regional and state level on issues that are important to our cities. I would be honored to serve as the Vice President of the Peninsula Division of the League of California Cities.

**Councilmember Alicia Aguirre – Biography**

Alicia C. Aguirre is the former Mayor of the City Redwood City and is a serving member of the City Council. She is the first Latina/o Mayor in the history of Redwood City. She was appointed in January, 2005 and was elected in November, 2005, 2007, and 2011. She also served as a Trustee and the President of the Redwood City Elementary School Board.

As an elected official, she serves on many of the City's committees and several regional boards in the County of San Mateo and statewide.

As an active community member, she has served on numerous community boards in San Mateo County and the State of California and has received many awards. Some of these include:

- Woman of the Year 2012 State of California 21<sup>st</sup> Assembly District's by Assemblyman Rich Gordon
- Recipient of the OHTLI Award and Medal by the Mexican Government
- President of the Statewide Latino Caucus Executive Board of the League of California Cities
- Trustee, Notre Dame De Namur University
- Inducted into the Redwood City San Mateo County Chamber Hall of Fame
- Treasurer of the Latino Political Action Committee of San Mateo County
- Vice Chair, CCAG - City County Association of Governments Board
- Secretary/Treasurer of the Peninsula Division of the League of CA Cities
- Chair of the Redwood City Chamber Leadership Committee and member of the Government Relations Committee
- Metropolitan Transportation Commissioner, representing the Cities of SMC
- Latina Mentor Advisory Council of the San Mateo County Office of Education
- Redwood City Library Foundation
- President of the Board of the Service League of San Mateo County
- Shelter Network Board
- Hispanos Unidos
- Mt. Carmel School Board and the Garfield Charter School Board

Alicia is a professor at Cañada College. She has taught there since 1988 in the English Institute and the Spanish Department. She was Chair of the District Curriculum Committee and on the District Academic Senate. She holds an M.A. from Eastern Michigan University and has done Doctoral studies in Social Anthropology at the Universidad Iberoamericana in Mexico City. She was a Fulbright Exchange Professor in Argentina.

For more information please visit her website at [www.aliciaaguirre.com](http://www.aliciaaguirre.com)

**Position: Secretary/Treasurer****Candidate: Marilyn Librers, Councilmember, City of Morgan Hill****Application Statement:**

I am requesting appointment to the Secretary/Treasurer position for the Peninsula Division of the League of California Cities. The past two years I have served on the League of CA Cities as a Board Director and also on the 2015 Community Services policy committee. With these two appointments, I have learned how the League runs and how it benefits the City members. I will be a good appointee for the Secretary/Treasurer position with this League experience. I am now midterm in my second four year term as a City Councilmember for Morgan Hill. South County has little to no representation in the Peninsula Division at this time.



I have also attended the League's Mayors and Councilmember conference held this past June in Monterey. I attend all of the League's Annual Conferences and also Legislative Days in Sacramento. I participate and attend as many Peninsula dinners as I can with a good attendance record.

Professionally, I am the Executive Director of a nonprofit organization. I am a retiree YMCA executive and have a solid background as a team player. Attached please find my resume.

Respectfully submitted,  
Marilyn Librers

**Councilmember Marilyn Librers – Biography****Experience**

Pauchon Research Foundation

July 1, 2008 – Present

Executive Director

Executive Director of nonprofit private Foundation. The Mission is to support and fund research in the fields of science, medicine and business for the betterment of mankind. This funding can be for individuals who have achieved proven accomplishments or are working towards a project with a goal of completion. Responsibilities include daily operation of the organization, fiscal management of a two million dollar diversified portfolio, board of director interaction and public relations. Identifying grant recipients, award of grants and visitation of science labs and institutions.

Accomplishments include:

- Opening of first business office in 2008 and facilitating move to larger space in 2012.
- Recruiting founding Board of Directors.
- Advising Board of Directors in October 2008 to move investment out of stock market at a saving of \$85,000 per month at the beginning of the economic depression.
- Awarding over \$61,000 in grants and materials to awardees globally.
- Purchase of five rental properties which included refurbishing each property for rental or re-sale.
- Establishing local science fair for students to encourage science at a young age. These science fairs are funded by fund raising efforts at no cost to the Foundation. A total of \$1500 has been awarded to local students in the last three years.
- Created website, brochure and logo for Foundation.
- Established worldwide relations with other scientific organizations including attending the annual conference of scientists in Panama City, Panama hosted by the Smithsonian of the Caribbean and the IEEE conference in Seattle.
- Joining the planning team for IEEE 2013 to be held in San Jose.
- Establishing media relations which included a full page story in the inaugural edition of Morgan Hill Life newspaper.

- Creating partnership with American Institute of Mathematics for speaker series to be held in 2014 in Morgan Hill.

#### City of Morgan Hill

November 2008 – Present

Elected City Council Member – Vice Mayor

Responsible for all facets of running and operation of the City of Morgan Hill, population 40,000 people. Elected to second four year term in November 2012. Departments include parks, roads, building, recreation, library and arts, police and fire services, legal, records, finance department, utilities, administration, tourism, youth development, public works, flood control, emergency services and economic development. City Manager, City Attorney and Police Chief report directly to the City Council. Outside committee assignments for me include Board of Directors, Morgan Hill Economic Development Corporation, Sister City International, Health Foundation of Morgan Hill, Economic Development Committee liaison for Chamber of Commerce, Downtown Association, City Corporation Yard Commission, Waste Water and Flood Control Board, and Habitat Conservation Committee.

Attend budget workshops, strategic planning sessions and annual two day goal setting retreat.

#### Morgan Hill Chamber of Commerce

January 2007 – June 2008

Director of Membership

Responsibilities included the sales of memberships to community businesses along with retaining memberships. Duties included orientation of member services to new members, coordinating ribbon cuttings and introduction of members at Chamber events. Direct responsibility for the Women in Business luncheon which included managing a volunteer committee. Attendance of approximately 50 members monthly. Direct responsibility for the Chamber Ambassador Committee which included the coordination of a volunteer committee. Monthly meetings of a committee of 15 members. Responsible for fiscal reporting on membership sales. Initiating Mini Trade Show two times per year which is still being used as a membership incentive.

#### Webco Sweeping

April 1995 – January 2007

Sales Manager

Reported directly to the owner of a large service company which included the supervision of two customer service representatives. Responsible for company sales in Northern California and Nevada. Developed and implemented the first marketing plan that increased sales four times over previous year. Sales continued to increase annually at rate of at least 100% over previous year. Responsible for generating accounting reports and monthly billings. Took on the responsibility of a first ever business budget for the company which included income and expenses. Negotiated all corporate and government sales contracts. Implemented customer services procedures and conducted ongoing training.

#### Mt. Madonna YMCA

February 1986 to October 1993

Director of Administrative Services

Reported to the Executive Director and was directly responsible for all facets of the operation's administrative function which encompassed volunteer, community service, public relation programs and supervisory duties.

- Developed, implemented and monitored budgets for all administrative, fund raising accounts and building occupancy and maintenance.
- Implemented and supervised all billing and collections for YMCA branch accounts.
- Participated in creative promotions for membership growth and membership retention along with program sales. This resulted in a significant membership growth.
- Successfully worked with local media and developed brochures and flyers for volunteer recruitment, program information and special events.
- Worked directly for the Board of Directors which included recruitment of Board Members.

- Direct responsibility for the Public Relations Volunteer Committee, annual Fund Raising Committee. Coordinated meetings and victory dinner for annual campaign.
- Directly managed five full time employees. Conducted ongoing training of customer services procedures for over 25 additional employees.
- Event Manager for annual golf tournament. Recruited and managed volunteer committee. Secured corporate sponsorships and community sponsorships. Event included a full day of programming during the play of the tournament and ending with dinner and entertainment. This was a significant contribution to the annual budget.

#### **Present Affiliations**

- China Silicon Valley Foundation – Executive Board Member
- League of California Cities – Board Director and Community Services Policy Committee member
- Silicon Valley Leadership Group – Women Executives
- Santa Clara County Cities Association - member
- Silicon Valley Chamber of Commerce – member
- Silicon Valley Capital Club - member
- Rotary Club of Morgan Hill since 2002 – past board of directors
- Tourism Committee of the Morgan Hill Chamber of Commerce
- Numerous fund raising committees for nonprofit organizations

#### **Past Affiliations**

- United Way of South County Board Member 1989-1993
- Community Solutions Board Member 1994-1999
- City of Morgan Hill Parks and Recreation Commissioner 2002-2008
- Morgan Hill Community Foundation Board Member 2002-2008
- City of Morgan Hill Centennial Celebration Committee Treasurer 2006
- YAC (Youth Action Committee) Advisor and City Liaison 2003-2008
- Saint Louise Regional Hospital Foundation fund raising committee 2008 & 2009

#### **Recent Additional Accomplishments**

- 2014 Selected to represent the City of Morgan Hill in the inaugural trip of Mayors and Vice Mayors of Silicon Valley to Mainland China to promote economic trade agreements
- 2013 Representing the City of Morgan Hill traveled to Turkey and Ireland for promotion of friendship with foreign countries
- Ethics training mandatory yearly – 4 years

**Position: Board Director (Two Year Term)****Candidate: Kirsten Keith, Councilmember, City of Menlo Park****Application Statement:**

It has been a pleasure to work with all of you and serve as the President of the Peninsula Division League of Cities this year. I have enjoyed getting to know so many of you and look forward to continuing our work together to support and enhance legislation that affects our cities and our ability to govern locally. Prior to being the President of our wonderful division, I was the Vice-President, Treasurer and a League Representative. I have actively served on the League Employee Relations subcommittee from 2010 to 2014 and currently serve on the Revenue and Taxation subcommittee. Please feel free to call me at [650-796-1009](tel:650-796-1009) or email me at [kirsten.keith@gmail.com](mailto:kirsten.keith@gmail.com) with any questions or thoughts. Thank you for your consideration.

**Councilmember Kirsten Keith – Biography**

Attorney, Councilmember and Former Mayor, Community Volunteer

Kirsten Keith was appointed by the City of Menlo Park to the Board of Directors of the Bay Area Water Supply and Conservation Agency (BAWSCA) in 2013. The city provides water to about 10,000 residents in two enclaves of the city, while other water purveyors serve the rest of the city's residential, commercial and industrial customers.

Ms. Keith was elected to a four-year term on the Menlo Park City Council in November 2010 and served as Mayor in 2012. She was re-elected to Council in November 2014. Prior to her election on the City Council, Ms. Keith's volunteer work with community organizations throughout San Mateo County spanned over two decades. She served on the Board of Directors of Sor Juana Inez, a battered women's service agency, and is a member of the Advisory Board of the Community Overcoming Relationship Abuse (CORA). She served as President for two consecutive years on the San Mateo County Commission on the Status of Women, an organization she was actively involved in for eight years. Ms. Keith is a member of the San Mateo County Legal Aid Society's fundraising committee for over fourteen years, which raises money to help people in the County obtain legal services they could not have otherwise afford. She also serves on the Board of Directors of the Service League of San Mateo County. In Menlo Park, Ms. Keith served on the Community Mediation Services Committee and Housing Commission. She was also appointed to the Planning Commission in 2004 where she served as Chair in 2007.

Ms. Keith is the President of the League of California Cities Peninsula Division. Ms. Keith serves on a number of committees, including the City/County Association of Governments of San Mateo County (C/CAG), County of Santa Clara Community Resources Group for Stanford University, the Dumbarton Rail Policy Committee, Grand Boulevard Task Force, and is the Chair of the San Francisquito Joint Powers Authority. She represents the City of Menlo Park on the Caltrain Modernization Local Policy Group. She also serves as Council Liaison to the Menlo Park Bicycle Commission, Stanford Parcel Negotiation and Community Grant Funding Committees.

Ms. Keith has had her law practice in San Mateo County for 19 years. She is a long time resident of Menlo Park, and is a proud parent of children attending Menlo Park public schools.

**Position: At-Large Representative, Santa Clara County****Candidate: Jim Davis, Councilmember, City of Sunnyvale****Application Statement:**

I have been very active on league committees. I served on the committee to plan training for the 2013 conference, the Helen Putman Awards Committee, and the League Public Safety Policy Committee. Besides regular attendance at policy committee meetings, I served on the 201 medical transportation committee as well as the sub committee on gun violence. I also serve nationally on the National League of Cities Public Safety Steering Committee. Additionally I am the Chairman of the National League of Cities Large Cities Council. Locally I serve on the Grand Blvd, Committee. I serve on the VTA Policy Advisory Committee. I am also a member of the Moffett Field Restoration Advisory Committee. Finally I serve on the Executive Committee for ABAG. I believe the breadth of my service speaks to my understanding of the major issues that the Bay Area faces. My service on the California League and the National League of Cities provides me a strong background regarding League operations. I am retired and have the time to participate in a range of activities that others might not be able to do. I hope that this resume assures members of my willingness and ability to serve the Peninsula Division of the California League of Cities.

**Councilmember Jim Davis – Biography**

Jim Davis is a 36 year law enforcement professional. Facing retirement from the Sunnyvale Department of Public Safety Jim knew that he needed to find a retirement job. So putting his Political Science Degree from San Jose State to use he headed out and started walking the streets of Sunnyvale meeting the residents. On November 8, 2011 the citizens elected him to the Sunnyvale City Council. Jim is a native of Santa Clara County. During his law enforcement career Jim developed an expertise in narcotics and gang enforcement. The last 6 years of his career he was a Neighborhood Resource Officer which allowed him to participate in his passion of helping school age students. He received recognition for his excellent service from the nine schools that he served.

Outside of his professional career Jim has been an advisor for the Homestead High School Key Club. In 2011 he was named Advisor of the year for the entire Key Club District. Jim's fellow officers named him officer of the year in 2009 and he was selected as Volunteer of the Year by the City of Sunnyvale in 2005. Today Jim's talents are dedicated to doing the best that he can for the citizens of Sunnyvale.

**Education**

Associate of Science Degree, Administration of Justice, West Valley Community College (1970 – 1973)  
Bachelor of Science, Political Science, Minor Psychology San Jose State University (1973- 1975)

**Professional Experience**

City Council Member City of Sunnyvale (January 2012 - Present)  
Sunnyvale Public Safety Officer (July 1986 – October 2011)  
San Jose Law Enforcement (October 1975 – July 1986)

**Professional Organizations**

California Narcotic Officers Association (19876 – Present)  
Peace Officers Research Association of California (1975 – 2011)  
Member, California Gang Investigators Association (Present)  
Member, Central Coast Gang Investigators Association (Present)  
Member, Sunnyvale Public Safety Officers Association (Present)

**Community Service**

Regional Advisor, Cali Nev Ha Key Club (2006 – Present)  
Instructor, Parent Project (2008 – Present)  
Advisor, Homestead High School Key Club (2001 – Present)  
Advisor, Sunnyvale Middle School Builders Club (2003 – Present)  
Chairman, Sunnyvale Pet Parade (2010)  
Member, Mayor's Reading by Third Grade Committee (2008)

Sunnyvale Basketball Shoot-Off Program (2006 – 2011)  
Sunnyvale Charter Review Committee (1991)

### **Memberships**

Silicon Valley Kiwanis (1999 – Present)  
Cops Care Cancer (2006 – Present)  
Sunnyvale Challenge Team (Present)  
Mt. View Challenge Team (Present)

### **Commendation and Awards**

Advisor of the Year, Cali Nev Ha Key Club 2011  
Recognition of Service, SNAIL Neighborhood Association (2011)  
Public Safety Officer of the Year (2009)  
Certificate of Excellence, Sunnyvale Middle School (2009)  
Distinguished Service Award, Cal Nev Ha Kiwanis (2008)  
Distinguished Service, Vargas Elementary School (2006 – 2008)  
Ellis Elementary School Recognition of Service (2008 & 2009)  
Sunnyvale Volunteer of the Year Award (2005)  
California State Senate Recognition of Public Service (2005)  
California State Assembly Recognition of Public Service (2005)  
Santa Clara County Board of Supervisors Recognition of Public Service (2005)  
Kiwanis Member of the Year (2003)  
Alan J. Garcia Leadership Award (2001)  
Who's Who Leadership Recognition (1994)

### **Inter Governmental Assignments**

Representative to Association of Bay Area Governments  
Commissioner County Expressway Planning Advisory Board  
Member Grand Boulevard Task Force  
Member Moffett Field Restoration Advisory Board  
Commissioner County Emergency Operations Council  
Member Valley Transpiration Authority Policy Advisory Board  
Member Caltrain Modernization Project Advisory Group  
Alternate to Silicon Valley Regional Interoperability Authority  
Chairman National League of Cities Large Cities Council  
Member National League of Cities Public Safety Policy Board  
Member California Leagues of Cities Public Safety Policy Board.

### **Contact Information**

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## **Position: At-Large Representative, San Mateo County**

**Candidate: Larry Moody, Councilmember, City of East Palo Alto**

### **Application Statement:**

I would be honored to serve the Peninsula League of cities as a At Large Representative. Since my election in 2012, I have prioritized engaging in the affairs of the League, as strategy to better equip myself for public service. I have attended 80% many of the Peninsula dinners to date. I have learned the stories of other communities thru the lens of elected leaders. I have gained valuable knowledge from the various speakers and topic discussion, as well as sharing the good news of East Palo Alto and hosting leaders on local tours of our city. This past year I was offered a Presidential Appointment to serve on the Housing, Community and Economic Development Policy Committee of the California League of Cities, where we are charged with making legislative recommendations to the Governor and State Legislator on a wide range of topic impacting California citizens today. I received a certificate for completion of the Leadership Training from the League last year. I have attended two conferences for New Mayors and Council Members. The resource guide for members developed by the League is a daily resource guide for my activities as a Council Member. Locally I continue to serve as the Chair of the County Housing and Community Development Commission.



### **Councilmember Larry Moody – Biography**

In November of 2012 the citizens of East Palo Alto elected Larry Moody to serve on the Council. We were elected on the promise to provide leadership for Today's East Palo Alto not the image of the 90's and to engage the community in the affairs of the county. To participate in the practices and relationship that makes San Mateo County great.

In San Mateo County, I have represented EPA's collective interests while serving on the League of California Cities; Housing Community, Economic Development, Policy Committee, San Trans Citizens Advisory Board, San Mateo County Housing and Community Development Commission, Achieve 180-Peer Mentoring Coordinator (a re-entry strategy to address recidivism) in the local jails, Community Advisor for the Fatherhood Collaborative, Community Advocate for Foster Care & Kinship support programs, and Member of the Bond Measure L Committee: Sequoia Union High School District.

In East Palo Alto, I have been elected to serve as a Trustee for the Ravenswood City School District, elected board member of the East Palo Alto Sanitary District, and appointed Commissioner to the Measure C Task Force. I am the Founding Chairperson of Making it Happen for Our Children EPA (community development initiative), Founder of the Al Julian Track Meet, Founder of the Fellowship of Faith Consortium Group, Compassion Weekend Leadership Team member 2001-2009, and I hosted the first National Night Out event in 2004. I also assisted the City Council, in reestablishing a California Police Activities League chapter in EPA.

As a public servant, my professional life has been devoted to representing East Palo Alto on many of the important topics impacting the quality of life in our community.

My wife Lisa and my four sons have benefited greatly from the vibrant diversity of our community, and we proudly represent EPA where ever we go. As residents, we have committed ourselves to being the best neighbors and advocates for the right values of our community.

### **Civic Engagement-Elected Offices held:**

- San Mateo County Housing and Community Development Commission
- Sequoia Union School District Bond Measure Commission
- East Palo Alto Measure C Task Force Commissioner
- Former Trustee for the Ravenswood City School District,
- Board member of the East Palo Alto Sanitary District
- San Mateo County, Re –Entry Peer Mentoring Coordinator (Achieve 180 demonstration project)
- 2007- Peninsula Interfaith Action Unsung Hero Award



- 2006- San Francisco Library- Unsung Bay Area Hero Award
- 2002- Kellogg Foundation- Wildflower Fellow Member

### **Accomplishments:**

#### *Ravenswood Board Member*

- As Board President we supported policies that were successful in raising the API Test scores 68 pts.
- Provided a Balanced Budget every year 2006-10
- Lead a community effort to address LATE BUS SERVICE for former Ravenswood Students of EPA attending, Carlmont High School.
- Founding Chairperson of Making it Happen for Our Children EPA (community development Education-initiative)
- Instituted the Two by Two quarterly meetings which allowed The City District- and the Sequoia District to address Education and Facilities Issues related to EPA.
- Provided Leadership towards the Passing of Two Bonds in six yrs. to assist with Teacher retention in Ravenswood District.
- Founding Board member of the Ravenswood Education Foundation

#### *Sanitary District*

- Held rate increase down for three yrs. Extended the work/service days for all employee's from 32hrs to 40
- Approved the purchasing of new Technology to assist with the evaluating of the pipes and services offered the community
- Approved the purchase of New Trucks and mandatory upgrade of all Safety measures in the District.
- Approved Board Norms that allowed for a more proficient meetings and Board member interactions.

### **Community Involvement:**

2010-Assisted EPA City Council, in reestablishing a California Police Activities League chapter in EPA.

2009-Formed the Making It Happen for Our Children EPA- Coalition Non-Profit Organization

2007-Formed the Save our Saviors benefit Barbeque Cook Off at Jack Ferrell Park to raise support for victims of the Katrina Floods who were relocated to East Palo Alto

2004-Founded the Fellowship of Faith –Non Profit Organization

2004 Sponsored the 1st National Night Out, event, which continues today in 7 neighborhoods in EPA.

2004-While serving Menlo Park Presbyterian Church as the Director of Local Ministry, the East Palo Alto Charter School, was chosen, as the site for the 1st service learning project in EPA. 1400 Volunteers participated in transforming 17 class rooms, building a playground and soccer field. As a result of this successful endeavor, Compassion Weekends began. Today EPA Schools and Non Profits continue to partner with the Service learning Mission of MPPC.

2004-Lead a Service Project at the East Palo Alto Senior Center, with 20 community volunteers. Cleaned out the storage areas and pulled wire for the instillation of computer for the Tap Center.

2002-Lead a Community effort to bring the San Francisco Giants Foundation to EPA, to build at Jack Ferrell Park the Tee Ball Pitching Machine Baseball Field.

2002-Launched the 1st Annual AL Julian Track Meet in partnership with the Ravenswood School District. The meet is now in its 11th year.

2000-Held the 1st Coaches and Volunteers appreciation breakfast. Positive Coaching Alliance

2000-Open the Moldoff- Zafferoni, East Palo Alto Boys and Girls Club as the Social Education Director

1996-2000-Former Program Coordinator Park Recreation/Community Services East Palo Alto

1994-97-Former Director of the East Palo Alto Midnight Basketball League



## Declaration of Emergency

The Mules have declared a Declaration of Emergency.

**Why?** The Natural World that resides on this earth with all its inhabitants is being destroyed by a spreading, sprawling Megatropolis, the man-made world that shows no bounds and cares not for the consequences of its behavior.

The Natural World that human beings must have to be and remain human is vanishing rapidly. The Human Race is truly in a state of emergency. We must curtail and redirect the energy of this Megatropolis going wild over the face of earth into a direction of seeking balance with earth and its natural world, not its destruction.

The above being said, a most first necessary step is an interstate trail system in this country going in all four directions – north, south, east and west – linking all states to all other states passed and funded by Congress with the same energy and effort that was applied to the building of the interstate freeway system, which was built for the exclusive use of automobiles. Cyclists, pedestrians, equestrians, people in wheelchairs, etc. are being removed from this public thoroughfare simply because there is no room by which to use it alongside motorists.

The public thoroughfare is exactly that – it's public. All city, county and state roads and highways are legally and rightfully open to all comers. To exclude anyone of these venues for the speed and convenience of the high speed motorist is illegal. This interstate system shall be developed for pedestrians, cyclists, and equestrians with freedom to stop and rest outdoors for the night.

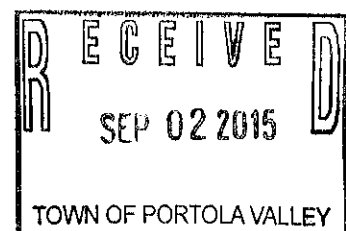
This Declaration of Emergency will be delivered to every city hall, congressman's office and state capitol by which we pass, one step at a time, all day every day.

## The Mules

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## MULES AND THE MASSIVE CATASTROPHIC LAW SUIT

The Mules have sought out and acquired the service of a blue ribbon team of Lawyers the worlds finest. We have instructed this team of the worlds finest lawyers to immediately file a massive, catastrophic law suit against the Department of Transportation. WHY? Because, the Public Thourfare its blue print its design is excluding all other rightful venues: from their rightful use of it. The transportation system for the most part is being built maintained and continues to be built for the exclusive use of high speed heavy extremely costly ~~machines~~ dangerous machines (automobiles) The other venues of use bicycles, hikers, equestrians people in wheel chairs etc. are being removed from the Public Thourfare simply because there is no room by which to use it (SLIDE TO SEE PICS) The Public Thourfare is exactly that its public. All city, county and state roads and highways are legally and rightfully open to all comers. To exclude anyone of these venues for the speed and convenience of another (Automobiles) is illegal. Therefore the Mules will deliver this Law-suit drawn up by a Blue Ribbon Team of the Worlds finest Lawyers to the state capitol and all applicable agencies

The Mules

3mules.com

threemulejourney.com