



# TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council  
 Wednesday, June 8, 2016  
 Historic Schoolhouse  
 765 Portola Road, Portola Valley, CA 94028

## REGULAR MEETING AGENDA

### 7:00 PM - CALL TO ORDER AND ROLL CALL

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

### ORAL COMMUNICATIONS

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

### CONSENT AGENDA

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

#### 1. **Approval of Warrant List – June 8, 2016 (3)**

### REGULAR AGENDA

### STAFF REPORTS AND RECOMMENDATIONS

2. **Recommendation by Sustainability and Special Projects Manager – Presentation and Consideration of (15)**  
 Adoption of Resolutions Authorizing Participation in the California HERO Program and the California Statewide Communities Development Authority's (CSCDA) Open PACE Program; and the Approval of the Association of Bay Area Governments (ABAG) Regional Collaborative Services Agreement (RCSA) with Residential Property Assessed Clean Energy (PACE) Providers
  - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Consenting to the Inclusion of Properties within the Town in the California HERO Program and Approving the Amendment to a Certain Joint Powers Agreement Related Thereto (Resolution No. \_\_)
  - (b) Adoption of a Resolution of the Town Council of the Town of Portola Valley Consenting to the Inclusion of Properties in the CSCDA Open PACE Programs and Other Matters Related Thereto (Resolution No. \_\_)
  - (c) Authorize the Town Manager to approve and sign the acknowledgement addendums of the Association of Bay Area Governments (ABAG) Regional Collaborative Services Agreement (RCSA) with Residential PACE Providers (RPPs) for the purpose of ensuring consistent application of consumer protection and data provision policies, and supporting existing ratepayer funded energy efficiency programs and related matters
3. **Presentation by Town Manager – Review Proposed 2016/2017 Fiscal Year Budget and Set Public Hearing (80)**
4. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS (132)**  
**Report by Town Council Members** – Brief announcements or reports on items of significance for the entire Town Council arising out of 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.*

#### 5. **Town Manager Report (133)**

### WRITTEN COMMUNICATIONS

6. **Town Council Digest – May 27, 2016 (134)**
7. **Town Council Digest – June 3, 2016 (146)**

### ADJOURNMENT

**ASSISTANCE FOR PEOPLE WITH DISABILITIES**

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

**AVAILABILITY OF INFORMATION**

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

**SUBMITTAL OF AGENDA ITEMS**

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

**PUBLIC HEARINGS**

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

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

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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
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State/Province Zip/Postal	Invoice Number			Check Amount

ACEEE	2016 ACEEE Conference	17571	06/08/2016	
		00006378	06/08/2016	
C/O: JUSTINE SEAS, CONF ASSOC	1169		06/08/2016	0.00
WASHINGTON	BOA	50673	06/08/2016	0.00
DC 20045-1000				972.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4326	Education & Training	972.00	972.00

Check No.	50673	Total:	972.00
Total for	ACEEE		972.00

ALMANAC	May Advertising	17560	06/08/2016	
			06/08/2016	
450 CAMBRIDGE AVE	0048		06/08/2016	0.00
PALO ALTO	BOA	50674	06/08/2016	0.00
CA 94306	45615			256.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4320	Advertising	256.00	0.00

Check No.	50674	Total:	256.00
Total for	ALMANAC		256.00

BACKYARD CARNIVALS	Town Picnic, Equip Rentals	17568	06/08/2016	
DBA The Fun and Game Experts		00006384	06/08/2016	
3381 VINCENT ROAD	834		06/08/2016	0.00
PLEASANT HILL	BOA	50675	06/08/2016	0.00
CA 94523	5071			2,710.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4158	Parks & Recreation Committee	2,710.00	2,710.00

Check No.	50675	Total:	2,710.00
Total for	BACKYARD CARNIVALS		2,710.00

CALIFORNIA WATER SERVICE CO	3/10/16 - 05/10/16 Statements	17573	06/08/2016	
			06/08/2016	
3525 ALAMEDA DE LAS PULGAS	0011		06/08/2016	0.00
MENLO PARK	BOA	50676	06/08/2016	0.00
CA 94025844				6,608.21

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4330	Utilities	6,608.21	0.00

Check No.	50676	Total:	6,608.21
Total for	CALIFORNIA WATER SERVICE CC		6,608.21

CALPERS	May Retirement	17583	06/08/2016	
FISCAL SERVICES DIVISION			06/08/2016	
ATTN: RETIREMENT PROG ACCTG	0107		06/08/2016	0.00
SACRAMENTO	BOA	50677	06/08/2016	0.00
CA 94229-2703				15,284.83

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GL Number	Description	Invoice Amount	Amount Relieved
05-00-2522	PERS Payroll	753.64	0.00
05-50-4080	Retirement - PERS	14,531.19	0.00

CALPERS	May Unfunded Liability	17584	06/08/2016	
FISCAL SERVICES DIVISION			06/08/2016	
ATTN: RETIREMENT PROG ACCTG	0107		06/08/2016	0.00
SACRAMENTO	BOA	50677	06/08/2016	0.00
CA 94229-2703				446.00

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

CALPERS	June Health Premium	17585	06/08/2016	
FISCAL SERVICES DIVISION			06/08/2016	
ATTN: RETIREMENT PROG ACCTG	0107		06/08/2016	0.00
SACRAMENTO	BOA	50677	06/08/2016	0.00
CA 94229-2703				17,523.15

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4086	Health Insurance Medical	17,523.15	0.00

Check No.	50677	Total:	33,253.98
Total for	CALPERS		33,253.98

CITY OF FOSTER CITY	Job Posting, Assoc./Sr. Planner	17538	06/08/2016	
			06/08/2016	
610 FOSTER CITY BLVD.	0039		06/08/2016	0.00
FOSTER CITY	BOA	50678	06/08/2016	0.00
CA 94404	9937			250.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4320	Advertising	250.00	0.00

Check No.	50678	Total:	250.00
Total for	CITY OF FOSTER CITY		250.00

COMCAST	WiFi, 5/21 - 6/20	17536	06/08/2016	
			06/08/2016	
P.O. BOX 34227	0045		06/08/2016	0.00
SEATTLE	BOA	50679	06/08/2016	0.00
WA 98124-1227				90.95

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	90.95	0.00

Check No.	50679	Total:	90.95
Total for	COMCAST		90.95

COTTON SHIRES & ASSOC. INC.	April Applicant Charges	17537	06/08/2016	
			06/08/2016	
330 VILLAGE LANE	0047		06/08/2016	0.00
LOS GATOS	BOA	50680	06/08/2016	0.00
CA 95030-7218				22,759.61

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4190	Geoloqist - Charges to Appls	22,759.61	0.00

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Check No.	50680	Total:	22,759.61
Total for	COTTON SHIRES & ASSOC. INC.		22,759.61

CULLIGAN	June Statement & March 2016	17574	06/08/2016	
	Orig Chk #50468 Lost		06/08/2016	
1785 RUSSELL AVE	0250		06/08/2016	0.00
SANTA CLARA	BOA	50681	06/08/2016	0.00
CA 95054-2032	110587			84.90

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	84.90	0.00

Check No.	50681	Total:	84.90
Total for	CULLIGAN		84.90

DEL RIO ROOFING	Deposit Refund, 145 Portola	17565	06/08/2016	
			06/08/2016	
2260 BAY ROAD	630		06/08/2016	0.00
REDWOOD CITY	BOA	50682	06/08/2016	0.00
CA 94063				1,000.00

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

Check No.	50682	Total:	1,000.00
Total for	DEL RIO ROOFING		1,000.00

ERIE LANDMARK COMPANY	Trail Signage, Shady Trail	17548	06/08/2016	
		00006372	06/08/2016	
637 HEMPFIELD HILL ROAD	905		06/08/2016	0.00
COLUMBIA	BOA	50683	06/08/2016	0.00
PA 17512	40789			656.00

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4270	Trail Surface Rehabilitation	656.00	715.04

Check No.	50683	Total:	656.00
Total for	ERIE LANDMARK COMPANY		656.00

FEDEX	Shipping Charges	17539	06/08/2016	
			06/08/2016	
P.O. BOX 7221	0066		06/08/2016	0.00
PASADENA	BOA	50684	06/08/2016	0.00
CA 91109-7321	5-423-38823			26.50

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	26.50	0.00

Check No.	50684	Total:	26.50
Total for	FEDEX		26.50

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State/Province Zip/Postal	Invoice Number			Check Amount

G. BORTOLOTTO COMPANY	CIP 2015/16 Street Resurf Proj	17572	06/08/2016	
	Surface Seals #2015-PW05		06/08/2016	
580 BRAGATO ROAD	0025		06/08/2016	0.00
SAN CARLOS	BOA	50685	06/08/2016	0.00
CA 94070	4399			148,548.97

GL Number	Description	Invoice Amount	Amount Relieved
60-68-4540	CIP15/16 Street Resurface	148,548.97	0.00

Check No.	50685	Total:	148,548.97
Total for	G. BORTOLOTTO COMPANY		148,548.97

GAYTEN HARMON	Deposit Refund, 5/21/16 Event	17563	06/08/2016	
			06/08/2016	
330 WILLOWBROOK	0572		06/08/2016	0.00
PORTOLA VALLEY	BOA	50686	06/08/2016	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.	50686	Total:	1,000.00
Total for	GAYTEN HARMON		1,000.00

TERRY HICKS	Dep Refund, 465 Golden Oak	17580	06/08/2016	
			06/08/2016	
465 GOLDEN OAK DRIVE	0574		06/08/2016	0.00
PORTOLA VALLEY	BOA	50687	06/08/2016	0.00
CA 94028				2,495.33

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	2,495.33	0.00

Check No.	50687	Total:	2,495.33
Total for	TERRY HICKS		2,495.33

HILLYARD, INC	Janitorial Supplies	17541	06/08/2016	
			06/08/2016	
P.O. BOX 874338	531		06/08/2016	0.00
KANSAS CITY	BOA	50688	06/08/2016	0.00
MO 64187-4338	602089286			442.65

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4340	Building Maint Equip & Supp	147.55	0.00
05-66-4341	Community Hall	147.55	0.00
25-66-4340	Building Maint Equip & Supp	147.55	0.00

HILLYARD, INC	Janitorial Supplies	17542	06/08/2016	
			06/08/2016	
P.O. BOX 874338	531		06/08/2016	0.00
KANSAS CITY	BOA	50688	06/08/2016	0.00
MO 64187-4338	602089287			458.99

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4340	Building Maint Equip & Supp	152.99	0.00
05-66-4341	Community Hall	152.99	0.00
25-66-4340	Building Maint Equip & Supp	153.01	0.00

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State/Province	Zip/Postal	Invoice Number		Check Amount

Check No.	50688	Total:	901.64
Total for	HILLYARD, INC		901.64

HINDERLITER, DE LLAMAS & ASSOC	Sales Tax Audit Contract Svcs.	17540	06/08/2016	
	2nd Quarter		06/08/2016	
1340 VALLEY VISTA DRIVE	1128		06/08/2016	0.00
DIAMOND BAR	BOA	50689	06/08/2016	0.00
CA 91765	0025475-IN			1,482.47

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4214	Miscellaneous Consultants	1,482.47	0.00

Check No.	50689	Total:	1,482.47
Total for	HINDERLITER, DE LLAMAS & ASSOC		1,482.47

HORIZON	TurfGro, Fertilizer	17566	06/08/2016	
		00006386	06/08/2016	
P.O. BOX 52758	0289		06/08/2016	0.00
PHOENIX	BOA	50690	06/08/2016	0.00
AZ 85072-2758	1N259613			828.94

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	828.94	828.94

Check No.	50690	Total:	828.94
Total for	HORIZON		828.94

ICMA	April Def Comp	17582	06/08/2016	
VANTAGE POINT TFER AGTS-304617			06/08/2016	
C/O M&T BANK	0084		06/08/2016	0.00
BALTIMORE	BOA	50691	06/08/2016	0.00
MD 21264-4553				3,846.96

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2557	Defer Comp	3,846.96	0.00

Check No.	50691	Total:	3,846.96
Total for	ICMA		3,846.96

JORGENSON SIEGEL MCCLURE & FLEGEL	March & April Statements	17543	06/08/2016	
			06/08/2016	
1100 ALMA STREET	0089		06/08/2016	0.00
MENLO PARK	BOA	50692	06/08/2016	0.00
CA 94025				25,875.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4182	Town Attorney	17,205.00	0.00
96-54-4186	Attorney - Charges to Appls	8,670.00	0.00

Check No.	50692	Total:	25,875.00
Total for	JORGENSON SIEGEL MCCLURE & FLEGEL		25,875.00

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State/Province Zip/Postal	Invoice Number			Check Amount

JRP HISTORICAL CONSULTING INC	Consult Historical Review, 1260 Westridge	17544	06/08/2016	
2850 SPAFFORD STREET	1433		06/08/2016	0.00
DAVIS	BOA	50693	06/08/2016	0.00
CA 95618	16-004-04			793.65

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4198	Planner - Charges to Appls	793.65	0.00

Check No.	50693	Total:	793.65
Total for	JRP HISTORICAL CONSULTING INC		793.65

BRITNEY KING	Instructor Fees, Spring 2016	17564	06/08/2016	
4068A 26TH STREET	0380		06/08/2016	0.00
SAN FRANCISCO	BOA	50694	06/08/2016	0.00
CA 94131				18,151.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	18,151.00	0.00

Check No.	50694	Total:	18,151.00
Total for	BRITNEY KING		18,151.00

LYNGSO GARDEN MATERIALS INC	TC Fields, Sunset Gold Fines	17569	06/08/2016	
19 SEAPORT BOULEVARD	923	00006377	06/08/2016	0.00
REDWOOD CITY	BOA	50695	06/08/2016	0.00
CA 94063	915529			975.55

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	975.55	975.55

LYNGSO GARDEN MATERIALS INC	Shady Trail	17570	06/08/2016	
19 SEAPORT BOULEVARD	923	00006381	06/08/2016	0.00
REDWOOD CITY	BOA	50695	06/08/2016	0.00
CA 94063	915459			581.84

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4270	Trail Surface Rehabilitation	581.84	581.84

Check No.	50695	Total:	1,557.39
Total for	LYNGSO GARDEN MATERIALS INC		1,557.39

M&D MEDIA	Summer Concert, Live Music	17567	06/08/2016	
P.O. BOX 33145	0569	00006385	06/08/2016	0.00
LOS GATOS	BOA	50696	06/08/2016	0.00
CA 95031-3145	160616PV			700.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	700.00	700.00

Check No.	50696	Total:	700.00
Total for	M&D MEDIA		700.00



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MAZE & ASSOCIATES	Audit Svcs., FYE 6/30/15	17575	06/08/2016	
			06/08/2016	
3478 BUSKIRK AVENUE	879		06/08/2016	0.00
PLEASANT HILL	BOA	50697	06/08/2016	0.00
CA 94523	18948			10,350.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4180	Accounting & Auditing	10,350.00	0.00

Check No.	50697	Total:	10,350.00
Total for	MAZE & ASSOCIATES		10,350.00

MR. ROOFING	Deposit Ref, 216 Corte Madera	17576	06/08/2016	
			06/08/2016	
#77 & #43	728		06/08/2016	0.00
SAN RAMON	BOA	50698	06/08/2016	0.00
CA 94583				1,000.00

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

Check No.	50698	Total:	1,000.00
Total for	MR. ROOFING		1,000.00

OMEGA ENGRAVING	Staff Name Tags/Badges	17545	06/08/2016	
			06/08/2016	
P.O. BOX 1210	340		06/08/2016	0.00
GRANTS PASS	BOA	50699	06/08/2016	0.00
OR 97528	778778			56.25

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	56.25	0.00

Check No.	50699	Total:	56.25
Total for	OMEGA ENGRAVING		56.25

PACIFIC THERX	Refund Deposit, 5/22/16 Event	17546	06/08/2016	
			06/08/2016	
108 PORTOLA ROAD	1215		06/08/2016	0.00
PORTOLA VALLEY	BOA	50700	06/08/2016	0.00
CA 94028				100.00

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

Check No.	50700	Total:	100.00
Total for	PACIFIC THERX		100.00

ELIZABETH PAPADOPOULOS	Reimbursement, CAC Speaker	17547	06/08/2016	
	Series - May 2016		06/08/2016	
35 BUCKEYE	0552		06/08/2016	0.00
PORTOLA VALLEY	BOA	50701	06/08/2016	0.00
CA 94028				243.80

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GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	243.80	0.00

Check No.	50701	Total:	243.80
Total for	ELIZABETH PAPADOPOULOS		243.80

PEELLE TECHNOLOGIES, INC	Digital Scanning/Indexing	17549	06/08/2016	
			06/08/2016	
197 EAST HAMILTON AVE	961		06/08/2016	0.00
CAMPBELL	BOA	50702	06/08/2016	0.00
CA 95008	TOPV2611-2612			1,723.19

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4208	GIS Mapping	1,723.19	0.00

Check No.	50702	Total:	1,723.19
Total for	PEELLE TECHNOLOGIES, INC		1,723.19

DALE PFAU	Weatherproof Outdoor Cabinet	17587	06/03/2016	
		00006388	06/03/2016	
5030 ALPINE ROAD	0568		06/03/2016	0.00
PORTOLA VALLEY	BOA	50703	06/08/2016	0.00
CA 94028				850.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	850.00	850.00

DALE PFAU	Reimbursement, EOC Radio	17550	06/08/2016	
	Supplies		06/08/2016	
5030 ALPINE ROAD	0568		06/08/2016	0.00
PORTOLA VALLEY	BOA	50703	06/08/2016	0.00
CA 94028				395.95

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	395.95	0.00

Check No.	50703	Total:	1,245.95
Total for	DALE PFAU		1,245.95

PORTOLA VALLEY HARDWARE	May Statement	17551	06/08/2016	
			06/08/2016	
112 PORTOLA VALLEY ROAD	0114		06/08/2016	0.00
PORTOLA VALLEY	BOA	50704	06/08/2016	0.00
CA 94028				993.91

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	495.70	0.00
05-60-4267	Tools & Equipment	498.21	0.00

Check No.	50704	Total:	993.91
Total for	PORTOLA VALLEY HARDWARE		993.91

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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

CYNTHIA RICHARDSON	May Planning Consult Svcs	17552	06/08/2016	
dba Richardson Consulting			06/08/2016	
24 CAMPBELL LANE	1250		06/08/2016	0.00
MENLO PARK	BOA	50705	06/08/2016	0.00
CA 94025				7,822.50

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4196	Planner	7,822.50	0.00

Check No.	50705	Total:	7,822.50
Total for	CYNTHIA RICHARDSON		7,822.50

CAMERON RING	Dep Refund, 1140 Westridge	17579	06/08/2016	
			06/08/2016	
140 WESTRIDGE DRIVE	0560		06/08/2016	0.00
PORTOLA VALLEY	BOA	50706	06/08/2016	0.00
CA 94028				277.24

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	277.24	0.00

Check No.	50706	Total:	277.24
Total for	CAMERON RING		277.24

RAY ROTHROCK	Teleware Duplexor/Bridgecom Repeater	17586	06/03/2016	
		00006387	06/03/2016	
56 GRANADA COURT	0404		06/03/2016	0.00
PORTOLA VALLEY	BOA	50707	06/08/2016	0.00
CA 94028				2,350.20

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	2,350.20	2,350.20

Check No.	50707	Total:	2,350.20
Total for	RAY ROTHROCK		2,350.20

THOMAS SABEL	Dep Refund, 15 Los Charros	17578	06/08/2016	
			06/08/2016	
15 LOS CHARROS LANE	0573		06/08/2016	0.00
PORTOLA VALLEY	BOA	50708	06/08/2016	0.00
CA 94028				1,449.95

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	1,449.95	0.00

Check No.	50708	Total:	1,449.95
Total for	THOMAS SABEL		1,449.95

STAND 4 LYME FOUNDATION	Deposit Refund, 5/22/16 Event	17561	06/08/2016	
C/O Sherry Cagen			06/08/2016	
200 ALAMOS ROAD	0570		06/08/2016	0.00
PORTOLA VALLEY	BOA	50709	06/08/2016	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
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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

05-00-2562	Field Deposits	100.00	0.00	
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Check No.	50709	Total:	100.00
<u>Total for</u>	<u>STAND 4 LYME FOUNDATION</u>		<u>100.00</u>

STANDARD INSURANCE CO.	May Ltd/Life Premium	17554	06/08/2016	
			06/08/2016	
PO BOX 5676	0469		06/08/2016	0.00
PORTLAND	BOA	50710	06/08/2016	0.00
OR 97228				334.98

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4091	Long Term Disability Insurance	334.98	0.00	

Check No.	50710	Total:	334.98
<u>Total for</u>	<u>STANDARD INSURANCE CO.</u>		<u>334.98</u>

STATE COMP INSURANCE FUND	June Premium	17555	06/08/2016	
			06/08/2016	
PO BOX 748170	0122		06/08/2016	0.00
LOS ANGELES	BOA	50711	06/08/2016	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.	50711	Total:	1,713.50
<u>Total for</u>	<u>STATE COMP INSURANCE FUND</u>		<u>1,713.50</u>

TOWNSEND MGMT, INC	April Applicant Charges	17557	06/08/2016	
			06/08/2016	
P.O. BOX 24442	609		06/08/2016	0.00
SAN FRANCISCO	BOA	50712	06/08/2016	0.00
CA 94124	200064-04-16A-K			1,610.00

GL Number	Description	Invoice Amount	Amount Relieved	
96-54-4194	Engineer - Charges to Appls	1,610.00	0.00	

TOWNSEND MGMT, INC	Sausal Vista Final Paving Insp	17558	06/08/2016	
			06/08/2016	
P.O. BOX 24442	609		06/08/2016	0.00
SAN FRANCISCO	BOA	50712	06/08/2016	0.00
CA 94124	200064-04-16 L			115.00

GL Number	Description	Invoice Amount	Amount Relieved	
96-54-4194	Engineer - Charges to Appls	115.00	0.00	

TOWNSEND MGMT, INC	Cal-Water Extension, EP & Traffic Control	17559	06/08/2016	
			06/08/2016	
P.O. BOX 24442	609		06/08/2016	0.00
SAN FRANCISCO	BOA	50712	06/08/2016	0.00
CA 94124	200064-04-16 M			2,990.00

GL Number	Description	Invoice Amount	Amount Relieved	
96-54-4194	Engineer - Charges to Appls	2,990.00	0.00	

Check No.	50712	Total:	4,715.00
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TOWN OF PORTOLA VALLEY

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

Total for	TOWNSEND MGMT, INC	4,715.00
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TYLER TECHNOLOGIES INC	EnerGov Project Mgmt	17556	06/08/2016	
			06/08/2016	
P.O. BOX 203556	0240		06/08/2016	0.00
DALLAS	BOA	50713	06/08/2016	0.00
TX 75247-8142	025-157856			2,500.00

GL Number	Description	Invoice Amount	Amount Relieved
05-68-4539	Permit Tracking Software	2,500.00	0.00

Check No.	50713	Total:	2,500.00
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Total for	TYLER TECHNOLOGIES INC	2,500.00
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BILL UNGER	Deposit Refund, 20 Minoca	17581	06/08/2016	
			06/08/2016	
20 MINOCA ROAD	1056		06/08/2016	0.00
PORTOLA VALLEY	BOA	50714	06/08/2016	0.00
CA 94028				10,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	10,000.00	0.00

Check No.	50714	Total:	10,000.00
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Total for	BILL UNGER	10,000.00
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LINDA WAISSAR	Dep Refund, 7 Veronica	17577	06/08/2016	
			06/08/2016	
7 VERONICA	0558		06/08/2016	0.00
PORTOLA VALLEY	BOA	50715	06/08/2016	0.00
CA 94028				3,291.97

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	3,291.97	0.00

Check No.	50715	Total:	3,291.97
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Total for	LINDA WAISSAR	3,291.97
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CAROLYN WORTHINGTON	Deposit Refund, 5/21/16 Event	17562	06/08/2016	
			06/08/2016	
365 PORTOLA ROAD	0571		06/08/2016	0.00
PORTOLA VALLEY	BOA	50716	06/08/2016	0.00
CA 94028				100.00

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

Check No.	50716	Total:	100.00
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Total for	CAROLYN WORTHINGTON	100.00
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TOWN OF PORTOLA VALLEY

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

Total Invoices: 51

Grand Total:	325,217.94
Less Credit Memos:	0.00
Net Total:	325,217.94
Less Hand Check Total:	0.00
Outstanding Invoice Total:	325,217.94

TOWN OF PORTOLA VALLEY  
Warrant Disbursement Journal June 8, 2016

Claims totaling \$325,217.94 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 \_\_\_\_\_  
Jeremy Dennis, 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:** Brandi de Garneau, Sustainability & Special Projects Manager

**DATE:** June 8, 2016

**RE:** Consideration and Adoption of Resolutions Authorizing Participation in the California HERO Program and the California Statewide Communities Development Authority's (CSCDA) Open PACE Program; and the Approval of the Association of Bay Area Governments (ABAG) Regional Collaborative Services Agreement (RCSA) with Residential Property Assessed Clean Energy (PACE) Providers.

### RECOMMENDATION

1. Adopt the attached Resolution authorizing the Town's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy efficiency and water efficiency upgrades as well as electric vehicle charging infrastructure on their properties (Attachment #1).
2. Adopt the attached Resolution authorizing the Town's participation in the California Statewide Communities Development Authority's (CSCDA) Open PACE Program, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic upgrades as well as electric vehicle charging infrastructure on their properties (Attachment #2).
3. Authorize the Town Manager to approve and sign the acknowledgement addendums of the Association of Bay Area Governments (ABAG) Regional Collaborative Services Agreement (RCSA) with Residential PACE Providers (RPPs) for the purpose of ensuring consistent application of consumer protection and data provision policies, and supporting existing ratepayer-funded energy efficiency programs and related matters (Template included as Attachment #3).

### BACKGROUND

Property Assessed Clean Energy (PACE) is rapidly growing in popularity with home and business owners as a means to finance the upfront cost of energy efficiency, water conservation, and renewable energy improvements to their properties and to repay the

funds (as fixed principal and interest payments over a term that generally matches the average useful life of the installed improvements) via a special voluntary property tax assessment. In response to property owner demand, cities and counties are increasingly opening their jurisdictions to the competitive market of PACE financing providers. Currently, over \$1.5 billion in residential PACE has been financed in California, primarily in the single-family residential market. Typical improvements financed through PACE include the installation of energy efficient appliances and lighting, solar photovoltaic systems, insulation, water-efficient plumbing fixtures, and water-wise garden conversions. PACE differs from traditional lending by basing loan criteria on the equity in the building rather than the creditworthiness of the building owner. PACE programs have been authorized in California since 2008 when Assembly Bill 811 (AB 811) was enacted.

On February 24, 2010 the Town Council adopted a Resolution to join the CaliforniaFIRST PACE program; however, in July 2010, the FHFA objected to the senior lien status that PACE financing shares with other property taxes and assessments and stalled the development of residential PACE programs by directing Fannie Mae and Freddie Mac to avoid buying mortgages with PACE assessments. In 2013, Senate Bill 96 directed the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) to develop the PACE Loss Reserve Program to mitigate the potential risk to mortgage lenders associated with residential PACE financing. The \$10 million Loss Reserve will make first mortgage lenders whole for any losses in a foreclosure or a forced sale that are attributable to a PACE lien covered under the Program. In the three years since the authorization of the CAEATFA PACE Loss Reserve, nearly all active RPPs have enrolled, and more importantly, not a single claim against it has been made.

Currently, the Town has the option to join two additional PACE programs: the California HERO Program and the California Statewide Communities Development Authority's (CSCDA) Open PACE Program. The Town is already a member of the CSCDA JPA, which has been operating the CaliforniaFIRST PACE program for several years. The CSCDA has established the Open PACE platform in order to offer its members a PACE solution that provides residential and commercial property owners the choice among multiple prequalified PACE financing providers based on their business practices, qualifications, experience and capital commitment to the California PACE market.

In addition, the Town has the option to join ABAG's Regional Collaborative Services Agreement (RCSA), which is an effort to streamline and support consistent application of best management practices for PACE providers throughout the Bay Area region. Executed by and between ABAG and Residential PACE Providers active in the Bay Area, the Agreement now affords ABAG member jurisdictions (Participating Entities) the opportunity to ensure that PACE best management practices apply to Residential PACE Providers active within their communities. Such practices include identifying services eligible for financing, setting minimum performance standards, branding and marketing requirements, and providing trainings for financiers and homeowners.



**California HERO Program**

The California HERO (HERO) Program is a public-private partnership that was launched in 2011 by the Western Riverside Council of Governments (WRCOG), which acts as the JPA to administer the program. Over 150,000 products are eligible for HERO financing, and eligible projects include weatherization, energy and water efficiency, solar PV and thermal systems, and electric vehicle charging stations (full list of eligible products: [www.heroprogram.com/products](http://www.heroprogram.com/products)). More than 383 cities and counties have adopted the program since its launch in 2010, including the Alameda County cities of Albany, Berkeley, Dublin, Hayward, Oakland, and Union City, as well as unincorporated Alameda County. As of August 2015, the program has completed more than 43,177 building improvement projects in California. The economic activity associated with these projects includes 7,312 jobs created and more than 1.59 million tons of CO2 emissions reductions annually.

**CSCDA Open PACE Program**

Open PACE launched in 2015 and operates under AB 811. It is sponsored by the California Statewide Communities Development Authority (CSCDA), of which Portola Valley is a member. CSCDA founded Open PACE with the goal of creating a platform to vet and pre-qualify PACE providers so that local governments only need to pass a single resolution to authorize multiple programs as well as creating competition on terms, service and interest rates. Open PACE has pre-qualified three PACE programs – CaliforniaFIRST, AllianceNRG and PACE Funding Group. Any additional PACE programs that are qualified under Open PACE after the adoption of the CSCDA Open PACE resolution by the Town will automatically be authorized to operate within Portola Valley. In California, 40 cities and counties have approved the Open PACE suite of programs.

**ABAG Regional Collaborative Services Agreement**

The Association of Bay Area Governments (ABAG) serves as the Program Administrator for the Bay Area Regional Energy Network (BayREN), a consortium of the nine ABAG counties that develop and implement innovative energy efficiency programs, funded primarily by California ratepayers. While BayREN was originally authorized to run a Commercial PACE Program, with the resurgence of Residential PACE around the region, ABAG realized there was a role to play in preparing jurisdictions and institutionalizing best practices. In 2015, ABAG released an RFI to active Residential PACE Administrators, and using the information collected, developed the Regional Collaborative Services Agreement (RCSA).

The RCSA (Attachment #4) codifies several key programmatic elements and helps ensure consistent application across the region. The elements of the RCSA include: consumer protection and disclosure; performance tracking, data, and reporting; local government risk mitigation and indemnification; contractor and project quality assurance; and co-marketing of complementary energy efficiency programs. The RCSA is similar to, but separate from, the Open PACE Consumer Standards adopted by that program. To date, the RCSA has been signed by several PACE administrators, including Ygrene, Figtree, Alliant NRG, PACEFunding, and HERO. ABAG will execute

the RCSA with active PACE administrators; member jurisdictions can then sign an “ABAG Member Acknowledgement Form” (Template included as Attachment #3) to the RCSA in order for these terms to apply to PACE activities in their community, and return the executed Acknowledgment to ABAG. Local jurisdictions will still need to pass the required resolution(s) to join a residential PACE program for their own city or town.

## **DISCUSSION**

### **California HERO Program**

The HERO program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner’s property will be financed by the issuance of bonds by the WRCOG JPA, secured by a voluntary contractual assessment levied on such owner’s property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The proposed resolution enables the HERO program to be available to owners of property within Portola Valley to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG JPA to add the Town as an Associate Member in order that the HERO program may be offered to the owners of property located within the Town who wish to participate in the HERO program. Membership with WRCOG is included at no cost within the attached resolution and authorizes the HERO program to provide services in Portola Valley that are limited in scope to PACE programs only.

### **CSCDA Open PACE**

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary. The improvements installed on the owner’s property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner’s property. As with HERO, property owners who wish to participate in CSCDA’s Open PACE agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within Portola Valley to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic upgrades as well as electric vehicle charging infrastructure. CSCDA (and not the county or town) will be responsible for entering into voluntary contractual assessment

agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the county or town will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

### **PACE Benefits to the Property Owner:**

- Competition. Multiple PACE programs provide healthy competition that can drive interest rates down; property owners can shop for the best price.
- Eligibility. Provides an alternative financing option for renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure that can help lower utility bills.
- Savings. Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Only property owners who choose to finance improvements will have assessments placed on their property.
- Payment obligation stays with the property. The voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, subject to any prepayment penalties.
- Not a personal loan or mortgage. The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

### **CSCDA Specific Benefits:**

- Prequalified PACE Administrators. CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- Project Eligibility. The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic upgrade programs

### **PACE Benefits to the Town:**

- Potential increase in housing prices (higher efficient homes are worth more money) and property tax revenue.
- As in conventional assessment financing, the Town is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All program and assessment administration, bond issuance and bond administration functions are handled by the RPPs.
- The Town can provide access for its residents to the RPPs without the higher staff costs that an independent program established by the Town would require.
- Contributes to the greenhouse gas emissions reduction goals of the Town by providing a mechanism for property owners to make substantial improvements to the energy and water efficiency of their homes.

### **ABAG Regional Collaborative Services Agreement**

ABAB and BayREN stakeholders developed the Regional Collaborative Services Agreement (RCSA) in order to safeguard consumer interests and promote program success. The RCSA establishes the terms, conditions and roles each residential PACE provider (RPP) will follow when operating in ABAG territory. ABAG and BayREN staff have worked together to adopt a similar agreement currently in use in Sonoma and Marin Counties, and have worked with each of the PACE providers to consider suggested edits to the Agreement. While the Agreement is between ABAG and RPPs, the language of the agreement states that it also applies to actions of the RPP in participating cities/towns that chose to authorize PACE programs with RPPs.

### **Features of the RCSA:**

- Designates ABAG as the liaison to the RPPs locally
- Requires all RPPs to have clearly visible disclosures regarding the FHFA's policies on residential PACE programs
- Requires all RPPs to participate in the state's CAEATFA PACE Loss Reserve program
- Limits claims that RPPs (or their designated contractors) can make to applicants regarding the tax deductibility of PACE assessments
- Requires data sharing between the RPPs and Participating Entities to monitor program performance locally and report out to local stakeholders
- Requires RPPs to accept responsibility for negligence in administering PACE programs

The ABAG RCSA does not take the place of passing a resolution to join a residential PACE program, or any existing or future contracts or agreements that are entered into with a RPP. The RCSA is additive to other resolutions and/or agreements with Portola Valley's RPPs, and provides assurances that all PACE programs implemented here will adhere to high program standards; provide relevant data for local program performance tracking; and are minimizing risk for community members.

Allowing PACE programs in Portola Valley demonstrates the Council's continued commitment to the goals in the Sustainability Element – encouraging reducing greenhouse gas (GHG) emissions, conserving water and energy, encouraging green building, protecting the natural environment, and protecting the health of residents and visitors - as well as meeting the target of reducing GHG emissions to 1990 levels by 2020. Residential energy use accounts for approximately 40% of the community-wide emissions in Portola Valley. PACE programs provide a mechanism for property owners to make substantial improvements to the energy and water efficiency of their homes, while removing the barrier of realizing the savings from the investment.

#### **FISCAL IMPACT**

There is no fiscal impact.

#### **ATTACHMENTS**

- Attachment #1: Resolution – California HERO Program
- Attachment #2: Resolution – CSCDA Open PACE Program
- Attachment #3: ABAG Participating Entity Template Acknowledgment Form
- Attachment #4: ABAG Regional Collaborative Services Agreement

Approved: Jeremy Dennis, Town Manager

**RESOLUTION NO. \_\_\_\_\_-2016****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE TOWN IN THE  
CALIFORNIA HERO PROGRAM AND APPROVING THE AMENDMENT TO A  
CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

**WHEREAS**, the Western Riverside Council of Governments (“Authority”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (“Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (“Authority JPA”); and

**WHEREAS**, the Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (“Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, Town of Portola Valley (“Town”) is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the Town wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the Town in financing such Improvements; and

**WHEREAS**, the Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the Town of Portola Valley as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (“PACE”) Program Services within the

Town (“JPA Amendment”), by and between Authority and the Town, a copy of which is attached as Exhibit A hereto, to assist property owners within the Town in financing the cost of installing Improvements; and

**WHEREAS**, the Town will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Town Council of the Town of Portola Valley finds and declares that properties in the Town’s incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

2. The Town Council of the Town of Portola Valley consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the Town and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of the Town Council of the Town of Portola Valley constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. The Town Council of the Town of Portola Valley hereby approves the JPA Amendment and authorizes the execution thereof by appropriate Town officials.

5. Town staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the Town, and report back periodically to the Town Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The Town Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED AND ADOPTED** this 8th day of June, 2016.

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

ATTEST:

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



## EXHIBIT A

### AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING TOWN OF PORTOLA VALLEY AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH TOWN

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 8<sup>th</sup> day of June, 2016, by Town of Portola Valley (“Town”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

#### RECITALS

**WHEREAS**, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

**WHEREAS**, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

**WHEREAS**, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

**WHEREAS**, Authority has established a PACE program designated as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

**WHEREAS**, Town desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

**WHEREAS**, this JPA Amendment will permit Town to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of Town; and

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of Town; and

**WHEREAS**, the JPA Amendment sets forth the rights, obligations and duties of Town and Authority with respect to the implementation of the California HERO Program within the incorporated territory of Town.

### **MUTUAL UNDERSTANDINGS**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

**A. JPA Amendment.**

1. The Authority JPA. Town agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, Town shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of Town as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of Town. Except as expressly provided for by the this JPA Amendment, Town shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. Town shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

**B. Implementation of California HERO Program within Town Jurisdiction.**

1. Boundaries of the California HERO Program within Town Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the “Program Boundaries”) shall include the entire incorporated territory of Town.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the “Eligible Improvements”) that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

Town will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. Town entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

**C. Miscellaneous Provisions.**

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within Town. The provisions of Section 6.2 of the Authority JPA shall not apply to Town under this JPA Amendment. Notwithstanding the foregoing, Town may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. Town withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of Town's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and Town shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. Town shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. Town recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by Town.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

Town:

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

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

TOWN OF PORTOLA VALLEY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Updated through June 4, 2013  
Revised

JOINT POWERS AGREEMENT OF  
THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## I.

PURPOSE AND POWERS1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.



1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

## 2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

## 2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

## 2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

#### 2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

## 2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

#### 2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

#### 2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

#### 2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

#### 2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

#### 2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

#### 2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

#### 2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

#### 2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

#### 2.18 Water Districts and TUMF Matters.



Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

### III

#### FUNDS AND PROPERTY

##### 3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

##### 3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

##### 3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

#### 3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

### 3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

## IV

### BUDGETS AND DISBURSEMENTS

#### 4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

#### 4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

#### 4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

## VI

### ADMISSION AND WITHDRAWAL OF PARTIES

#### 6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

#### 6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

- a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;
- b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
- c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

## VII

### TERMINATION AND DISPOSITION OF ASSETS

#### 7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

#### 7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

## VIII

## PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

### ASSOCIATE MEMBERSHIP

#### 8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

#### 8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by



the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

## IX

### MISCELLANEOUS

#### 9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

#### 9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY  
CONSENTING TO THE INCLUSION OF PROPERTIES IN THE CSCDA OPEN PACE  
PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY  
OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY  
CONTRACTUAL ASSESSMENTS WITHIN THE TOWN**

**WHEREAS**, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the Town of Portola Valley (“Town”); and

**WHEREAS**, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of programs each administered by a separate program administrator (“Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

**WHEREAS**, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the Town in advance of any additions or changes; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the Town desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

**WHEREAS**, the territory within which assessments may be levied for the Programs shall include all of the territory within the Town’s official boundaries; and

**WHEREAS**, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

**WHEREAS**, the Town will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Portola Valley as follows:

Section 1. This Town Council hereby finds and declares that properties in the Town will benefit from the availability of the Programs within the Town and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the Town hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the Town and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The Town will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the Town are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Town Manager of the Town from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Sustainability & Special Projects Manager .

Section 4. The appropriate officials and staff of the Town are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.



Section 5. The Town Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The Town Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

**PASSED AND ADOPTED** this 8th day of June, 2016.

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

ATTEST:

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

TO: [Name of PACE Provider]:

IN WITNES WHEREOF, [the Participating Entity] has executed this Agreement as of \_\_\_\_\_, 2016.

[Insert name of Participating Entity]:

By: \_\_\_\_\_  
[Title]

Method and Place of Giving Notice. All notices to [Participating Entity] shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices shall be addressed as follows and as set forth in the signature page for [the Participating Entity]:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**AGREEMENT FOR COLLABORATIVE SERVICES**  
FOR PROPERTY ASSESSED CLEAN ENERGY FINANCING

This Agreement for Collaborative Services ("Agreement"), dated as of , 2016 ("Effective Date") is by and among the Association of Bay Area Governments (hereinafter "ABAG"), **[insert PACE program provider name]**, (hereinafter "PACE Provider"), as an entity administering a Property Assessed Clean Energy (PACE) financing program utilizing either the California Assembly Bill 811 and/or California Senate Bill 555 model and any Participating Entity, as defined in Section 1.3 below, that adopts this Agreement.

RECITALS

**WHEREAS**, ABAG is committed to mitigating and adapting to the causes and impacts of climate change and supporting energy independence from fossil fuels to safeguard the environment, human health and the economy; and

**WHEREAS**, ABAG as Program Administrator for the Bay Area Regional Energy Network (BayREN), works closely with 101 cities in the nine county Bay Area region (ABAG territory) to develop and implement innovative energy efficiency programs, including supporting commercial and residential Property Assessed Clean Energy (PACE) programs; and

**WHEREAS**, the BayREN offers programs, technical resources and education for energy upgrades and retrofits; and

**WHEREAS**, the objective of the BayREN is to help property owners save energy, save money, and live comfortably; and

**WHEREAS**, the BayREN seeks to assist local governments to understand all aspects of partnering with PACE Providers in order to minimize customer confusion, provide access to education and information to property owners and assist with making informed decisions on rebates and incentives, contractor programs, and financing options; and

**WHEREAS**, the PACE Provider is willing to participate to support community climate goals and minimize consumer and contractor confusion; and

**WHEREAS**, the PACE Provider will provide support and resources to any Participating Entity as requested related to education, outreach and development of the energy upgrade industry and trades; and

**WHEREAS**, the PACE Provider will support, align and integrate its efforts with the community-wide goals for job creation, resource demand reduction, and renewable energy generation; and

**WHEREAS**, the PACE Provider will establish its own interest rates, repayment terms, and fees as state and federal laws and the market defines and allows; and

**WHEREAS**, the PACE Provider will arrange for the collection of Property Assessed Clean Energy assessments it has financed directly with the Participating Entity’s County Tax Collector’s Office; and

**WHEREAS**, this Agreement does not include any financial arrangements between the PACE Provider, ABAG and the Participating Entity adopting this Agreement, nor does it preclude any separate contracts, contract terms for services or support; and

**WHEREAS**, the purpose of this Agreement is to set forth the mutual understandings between ABAG and the PACE Provider and to establish basic operating procedures for any PACE provider operating within the ABAG territory, and any Participating Entity that adopts this agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## AGREEMENT

### **1 Definitions.**

- 1.1 **“Eligible improvement”** is a technology, product or tool officially approved by the PACE provider. The improvements may include distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure improvements that will be permanently affixed to real property, and any additional improvements deemed eligible in the future by the California Legislature and/or the California Judiciary.
- 1.2 **“PACE Provider”** is an entity participating in ABAG territory administering a program providing Property Assessed Clean Energy (PACE) financing.

- 1.3 **“Participating Entity”** is any city, town, county or the City and County of San Francisco located within ABAG’s geographical boundaries that adopt this Agreement.
- 1.4 **“Participating Contractor”** is any contractor that has agreed to, and abides, by the terms and conditions of the PACE Provider’s contractor standards.
- 1.5 **“Property Assessed Clean Energy (PACE) Financing”** is a means of financing distributed generation, renewable energy sources, energy and water efficiency improvements, electric vehicle charging infrastructure and other improvements deemed eligible by the California legislature that will be permanently affixed to real property, whereby the funds provided to pay for the improvements are repaid through contractual assessments and/or special taxes, utilizing either California Assembly Bill 811 (Levine, 2008) (“AB 811”), which amended §§5898.10-5899.3 of the California Streets and Highways Code; or California Senate Bill 555 (Hancock, 2011) (“SB 555”), which amended certain portions of §§53311-53368.3 of the California Government Code and each as subsequently amended.
- 1.6 **“Work”** as defined throughout this Agreement is the collaborative, non-competitive, effort between the PACE Provider and ABAG to support the citizens of ABAG member jurisdictions in completing water, energy efficiency upgrades, and the installation of renewable energy generating improvements.

## **2 Scope of Work / Collaboration.**

- 2.1 PACE Provider's Specified Services. The PACE Provider will offer and provide Property Assessed Clean Energy Financing under the requirements of AB 811 and/or SB 555.
- 2.2 Performance Standard. PACE Provider shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by an organization administering a Property Assessed Clean Energy financing program pursuant to California Assembly Bill 811 and/or California Senate Bill 555. ABAG has relied upon the professional ability and expertise of PACE Provider as a material inducement to enter into this Agreement. PACE Provider hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws. If ABAG is concerned that any of PACE Provider's work is not in accordance with the level of competency and standard of care described herein, ABAG shall have the right to do any or all of the following: (a) require PACE Provider to

discuss with Participating Entity and/or to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Section 5, Termination; or (c) pursue any and all other remedies available to ABAG at law or in equity.

Financing Provision Requirements.

The PACE Provider will:

- 2.3.1 Include a process to receive acknowledgement and confirmation of satisfaction with work completed from the applicant before project payment is disbursed and have a published dispute resolution process available for customers.
- 2.3.2 Provide summary of financing details (including assessment or special tax amount and terms, financing installments and estimated administrative expenses) to the applicant specific to the requested amount of the financing.
- 2.3.3 For residential properties, require an applicant's acknowledgment of the Federal Housing Finance Agency position on PACE by a separate signature/initial acknowledgement, in a Residential Disclosure Signature Form that is substantially similar in content to Attachment 1(a) or 1(b), as approved by ABAG.
- 2.3.4 Provide training to contractors and information to property owners on the availability of rebates (for all utility and generation types), including and not limited to city and county rebate programs, BayREN programs, PG&E programs, and other such offerings. (For information about local programs, the contractor and/or home owner may be directed to the BayREN Home Upgrade Advisor at 866-878-6008.)
- 2.3.5 Require that applicable building permits are obtained for all improvements in Participating Entities.
- 2.3.6 Verify that all property taxes for the assessed property are current for the previous three years or since the current owner acquired the property, whichever is shorter.
- 2.3.7 Recommend that property owners consult with a tax professional prior to claiming any tax deductions associated with the project and not recommend that homeowners take any particular filing position regarding their annual or semi-annual PACE assessment payments.
- 2.3.8 Not represent that the full assessment is tax deductible.
- 2.3.9 Have a consistent plan for removal of assessments at end of repayment term, prepayment and/or in the event of program closure.

## 2.4 Financial Policies.

The PACE Provider will:

- 2.4.1 For programs offering residential PACE financing, be an active participant in the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) PACE Loan Loss Reserve Program or comparable loan loss reserve program which includes at minimum the parameters outlined in Attachment 2.
- 2.4.2 Notify ABAG six months in advance if funding capacity available from the PACE Provider to prospective PACE customers in the Participating Entity will fall below the amount dispersed in the previous six months of operation.
- 2.4.3 Notify ABAG of any foreclosure action as a result of a default in the payment of a PACE assessment on property within ABAG's geographical boundaries, where the PACE assessment was originated by the PACE Provider.

## 2.5 Documents, Data, and Information Policies.

The PACE Provider will:

- 2.5.1 Provide to Participating Entity (for internal evaluation purposes only and not for distribution to any third party or for marketing purposes, other than as required by law, by request of Participating Entity, electronic access to the name, business name, and California State Contractors license number of participating contractors of the PACE Provider's program whose business address is located in the requesting Participating Entity or who conduct business in the requesting Participating Entity.
- 2.5.2 Retain completed Residential Disclosure (hardcopy or electronic) on file for duration of assessment, and furnish to Participating Entity upon request.
- 2.5.3 Provide upon request either direct real time access to data or quarterly reports in an open electronic file format (such as Microsoft Excel) to Participating Entity by request for internal evaluation purposes only (and not for distribution to any third party, including, without limitation, utility companies, services providers and equipment manufacturers or for marketing purposes) that includes the following information for each assessment:
  - a. *Required data:*
    - i. Assessor's Parcel Number (APN) of the property

- ii. Dollar amount financed (the amount of the assessment and/or special tax)
- iii. Listing of all energy efficiency and water conservation eligible improvements installed by virtue of the financing, including the unit of measure for the improvement and the quantity installed as captured by Participating Contractor
- iv. Listing of all renewable generation improvements installed and the solar STC-DC rating in watts or kilowatts as captured by Participating Contractor
- v. Estimated energy and water savings (in appropriate units) associated with the project

*b. If available (in the aggregate):*

- i. Amount of rebate or incentive dollars associated with the project (not financed) and the name of the program
- ii. How the customer heard about PACE financing
- iii. Why the customer selected PACE over other financing instruments available
- iv. Why the customer selected their final PACE Provider over the other members

The Participating Entity will:

Maintain the privacy and security of data received from PACE Provider. Participating Entity shall comply with all applicable state and federal laws, regulations and applicable California Public Utilities Commission regulations. Participating Entity may only provide reports relating to Section 2.5.3(a)(ii)-(v) for public distribution that aggregate the data such that individual customer information cannot be identified, unless such customer has authorized written release of individual customer information. A Participating Entity shall not share with any third party the data and reports provided by a PACE Provider pursuant to Section 2.5.3(b) (if any).

2.5.4 Provide the documents required for participation in the PACE Providers' PACE Financing program to Participating Entity officials.

2.5.5 Provide support to Participating Entity's staff to facilitate adoption of required participation documents.

2.6 ABAG will encourage Participating Entity to offer staff resources and support to bring forward to their respective boards or councils the documents



provided by the PACE Provider required for participation in the PACE Provider's PACE financing product.

## 2.7 Branding / Marketing Requirements.

The Parties will:

- 2.7.1 Collaborate on any local and/or regional efforts that may impact PACE financing participation to achieve the best possible outcome for property owners.
- 2.7.2 Represent the role of ABAG as the local neutral third party, not-for-profit, public service agency supporting the public through the upgrade process, with the following message to consumers: Among the financing products available, competition is encouraged to the benefit of the consumer, with the common goal of successful completion of projects.

The PACE Provider will:

- 2.7.3 Provide assistance to ABAG and any Participating Entity signing this Agreement for: (1) coordinating and implementing the integration of the PACE Provider into applicable BayREN and other relevant energy efficiency programs; and (2) support of contractor training.
- 2.7.4 Provide specific training for participating contractors engaged with local PACE programs using the PACE Provider's financing product, materials, collateral, tools, and associated software, through training offered directly from the PACE Provider.
- 2.7.5 Provide professional services, template documents, and other services reasonably necessary to staff for integrating the PACE Provider's financing option into the websites of any Participating Entity requesting such assistance.
- 2.7.6 Provide training and resources to any Participating Entity as needed to build understanding and support for use of the PACE financing product

ABAG will encourage ABAG members to:

- 2.7.7 Present with impartiality the financing products of the PACE Providers in all venues to the public.
- 2.7.8 Present marketing collateral of all financing products (where applicable) with impartiality in education and outreach materials and events

## 2.8 PACE Providers Responsibilities Regarding Participating Contractor.

PACE Providers will:

- 2.8.1 Require that contractors have the appropriate California State License Board (CSLB) license in good standing
  - 2.8.2 Require, in accordance with California State License Board requirements, that contractors' bonding is in good standing
  - 2.8.3 Require, in accordance with California State License Board requirements, that contractors have appropriate Workers' Compensation coverage
  - 2.8.4 Require that contractors have a minimum of \$1M of commercial general liability insurance
  - 2.8.5 NOT endorse, recommend, or refer any specific contractor other than contractors who are to PACE Provider's knowledge, in good standing with CSLB, are insured and meet material program eligibility requirements
  - 2.8.6 NOT make any representation or warranty regarding the qualifications, licensing, products, or workmanship of any contractor
  - 2.8.7 NOT make any warranty regarding the contractor's work or products purchased from contractors provided
  - 2.8.8 NOT accept any liability that may be alleged to arise from the work of any listed contractor on a customer project or from any reliance on any claims, statements, or other descriptions regarding a contractor's certifications, licenses, qualifications or products
  - 2.8.9 Comply with provisions of Section 2.3.7 of this Agreement.
  - 2.8.10 Via trainings and customer complaint system, require that contractors and their representatives, employees, and agents do not represent themselves as agents, representatives, contractors, subcontractors, or employees of ABAG or any Participating Entity, or claim association or affiliation with ABAG or any Participating Entity.
  - 2.8.11 Independently engages the Participating Entity's Tax Collector for administration of property tax assessments placed through its financing product.
- 3 Payment.** This Agreement does not include any financial arrangements between the PACE Provider and ABAG, nor does it preclude any separate contracts for services or support.
- 4 Term of Agreement.** The term of this Agreement shall be from the Effective Date until termination in accordance with the provisions of Section 5, Termination below.

## 5 **Termination.**

- 5.1 **Termination without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, ABAG, PACE Provider, or any Participating Entity shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to the other Party to this Agreement; provided that a party's termination of this Agreement under this section shall not automatically terminate any other agreement or contract between the other parties.
- 5.2 **Termination for Cause.** Notwithstanding any other provision of this Agreement, should the PACE Provider fail to uphold any of its obligations under this Agreement in a material way, within the time and in the manner herein provided, or otherwise materially violate any of the terms of this Agreement, ABAG or a Participating Entity may, after providing the PACE Provider with a thirty (30) day cure period, immediately terminate this Agreement by giving PACE Provider written notice of such termination, stating the reason for termination; provided that the termination of this Agreement shall not automatically terminate any other agreement or contract between or among the parties.
- 5.3 **Delivery of Data and Information upon Termination.** In the event of termination, PACE Provider, within 14 days following the date of termination, shall deliver to the extent legally permitted to Participating Entity all raw data and information in an editable electronic format as outlined in and subject to the terms of **Section 2.5, Document, Data, and Information Policies.**
- 5.4 **Authority to Terminate.** The Executive Director of ABAG has the authority to terminate this Agreement on behalf of ABAG
- 5.5 **Effect of Termination.** Termination of this Agreement by ABAG or Participating Entity shall not affect the ability to levy and collect assessments and the PACE Provider's ability to issue bonds for assessment contracts located within the jurisdiction of such entity which have been entered into prior to the date of termination.
- In the event of termination pursuant to this Section 5 by ABAG, ABAG may notify all Participating Entities of said termination.

## 6 **Hold Harmless, Indemnity and Waiver of Subrogation.**

To the fullest extent allowed by law, PACE Provider shall defend, indemnify, save harmless and waive subrogation against the ABAG, and its members, elected and appointed officials, officers and employees (Indemnitees) against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from

all acts or omissions to act of PACE Provider or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses resulting from an intentional act or the gross negligence of an Indemnitee.

This section shall in no event be construed to require indemnification by PACE Provider to a greater extent than permitted under the public policy or laws of the State of California. These defense and indemnification obligations are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in this Agreement. These defense and indemnification obligations shall survive the termination or expiration of the contract for the full period of time permitted by law.

7 **Insurance Requirements.** PACE provider shall obtain and maintain insurance as required in Attachment 2.

8 **Prosecution of Work.** The execution of this Agreement shall constitute PACE Provider's authority to proceed immediately with the performance of this Agreement.

9 **Representations of PACE Provider.**

9.1 **Standard of Care.** ABAG and Participating Entity have relied upon the professional ability and training of PACE Provider as a material inducement to entering into this Agreement. PACE Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws.

9.2 **Status of PACE Provider.** The parties intend that PACE Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. PACE Provider is not to be considered an agent or employee of ABAG or of any Participating Entity and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, employment protection, or similar benefits that ABAG or the Participating Entity provides its employees.

9.3 **Conflict of Interest.** PACE Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in

any manner or degree with the performance of its services hereunder. PACE Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.4 **Statutory Compliance.** PACE Provider agrees to comply with all federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.5 **Nondiscrimination.** Without limiting any other provision hereunder, PACE Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, gender identity, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.6 **Authority.** The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of PACE Provider.

**10 Demand for Assurance.** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, conduct, or service does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits the parties' right to terminate this Agreement pursuant to Section 5, Termination.

**11 Assignment and Delegation.** No party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented; provided however, that



agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. PACE Provider and ABAG acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Each party hereto acknowledges that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Alameda.
- 13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Counterparts. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, constituting one and the same instrument. The delivery by facsimile or electronic mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered

Continued on next page:



IN WITNESS WHEREOF, the ABAG and the PACE Provider hereto have executed this Agreement as of the Effective Date.

PACE PROVIDER: \_\_\_\_\_

ABAG: \_\_\_\_\_

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

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

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

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

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

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

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

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

APPROVED AS TO FORM FOR ABAG

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

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

Kenneth Moy, ABAG Counsel

ATTACHMENT 1(a)

**ALERT: Fannie Mae/Freddie Mac Instructions for Lenders**

**SINGLE FAMILY HOME OWNERS:** In May, 2010, Fannie Mae and Freddie Mac, government sponsored enterprises that purchase a large segment of conforming single family home mortgages, issued new instructions to lending institutions on how to treat properties with assessments under Property Assessed Clean Energy (PACE) programs such as \_\_\_\_\_. These letters, and additional statements issued by the Federal Housing Finance Agency, the agency that regulates single family home lenders, instruct lenders to treat energy assessments as “loans” instead of “assessments.”

On August 31, 2010, the agencies issued additional instructions to lenders that Fannie Mae and Freddie Mac “will not purchase mortgage loans secured by properties with an outstanding PACE obligation.”

**These letters and statements may lead lenders to conclude the PACE assessment should be paid off before a property transfers or is refinanced. In addition, it may lead some lenders to conclude that participating in PACE program is a violation of typical mortgage terms prohibiting prior liens without lender consent. If you are selling your property, a buyer’s lender may refuse to finance the buyer’s first mortgage loan unless the assessment is paid off.** We urge you to carefully read the disclosure information in the Program application, review your mortgage documents, evaluate the risks of proceeding with an application at this time, and contact your lender if you have any concerns or for information regarding any other financing options that may be available to you.

I/We have read the above statement. All property owners on title must initial below:

_____	_____	_____	_____
<i>Initials</i>	<i>Date</i>	<i>Initials</i>	<i>Date</i>
_____	_____	_____	_____
<i>Initials</i>	<i>Date</i>	<i>Initials</i>	<i>Date</i>

Continued on next page:  
Electronic links to the copies of letters from the Federal Financing Housing Authority re: PACE programs:

- <https://www.efanniemae.com/sf/guides/ssg/annltrs/pdf/2010/II1006.pdf>
- <http://www.freddiemac.com/singlefamily/guide/bulletins/pdf/iltr050510.pdf>
- <http://www.fhfa.gov/Media/PublicAffairs/Pages/FHFA-Statement-on-Certain-Energy-Retrofit-Loan-Programs.aspx>
- <http://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-of-FHFA-Acting-Director-Edward-J-DeMarco-on-PACE-Programs.aspx>
- <https://www.efanniemae.com/sf/guides/ssg/annltrs/pdf/2010/sel1012.pdf>
- <http://www.freddiemac.com/singlefamily/guide/bulletins/pdf/bll1020.pdf>

ATTACHMENT 1(b)

**BEFORE COMPLETING A PROGRAM APPLICATION, YOU SHOULD CAREFULLY REVIEW ANY MORTGAGE AGREEMENT(S) OR OTHER SECURITY INSTRUMENT(S) WHICH AFFECT THE PROPERTY OR TO WHICH YOU AS THE PROPERTY OWNER ARE A PARTY. ENTERING INTO A PROGRAM ASSESSMENT CONTRACT WITHOUT THE CONSENT OF YOUR EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING MORTGAGE AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO YOU, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT. IN ADDITION, FANNIE MAE AND FREDDIE MAC, THE OWNER OF A SIGNIFICANT PORTION OF ALL HOME MORTGAGES, STATED THAT THEY WOULD NOT PURCHASE HOME LOANS WITH ASSESSMENTS SUCH AS THOSE OFFERED BY THE AUTHORITY. THIS MAY MEAN THAT PROPERTY OWNERS WHO SELL OR REFINANCE THEIR PROPERTY MAY BE REQUIRED TO PREPAY SUCH ASSESSMENTS AT THE TIME THEY CLOSE THEIR SALE OR REFINANCING.**

I/We have read the above statement. All property owners on title must initial below:

_____	_____	_____	_____
<i>Initials</i>	<i>Date</i>	<i>Initials</i>	<i>Date</i>
_____	_____	_____	_____
<i>Initials</i>	<i>Date</i>	<i>Initials</i>	<i>Date</i>

## ATTACHMENT 2

Insurance Requirements. PACE Provider shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a period of five (5) years following the completion of this project. PACE Provider shall provide a copy of section 21 of this contract and these insurance requirements to its insurance broker or insurer to confirm compliance. In the event PACE Provider fails to obtain or maintain completed operations coverage as required by this agreement, ABAG, at its sole discretion, may purchase the coverage required and the cost will be paid by PACE Provider. The limits of insurance required in hereunder may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Indemnitees (if agreed to in a written contract or agreement) before the any Indemnitee's own Insurance or self-insurance shall be called upon to protect it as a named insured.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage  
(occurrence Form CG 0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1  
(any auto).

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

Errors and Omissions Liability insurance appropriate to the PACE Provider's profession.  
Architects' and engineers' coverage is to be endorsed to include contractual liability.

(b) Minimum Limits of Insurance. PACE Provider shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and  
property damage. If Commercial General Liability Insurance or other form with a  
general aggregate limit is used, either the general aggregate limit shall apply separately  
to this project/location or the general aggregate limit shall be twice the required  
occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability: \$1,000,000 per claim/aggregate.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions  
must be declared to and approved by ABAG. The insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the Indemnitees; or the PACE Provider shall satisfy any such deductibles or self-insured retentions. In addition, policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or any of the Indemnitees.

(d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Indemnitees are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of PACE Provider; completed operations; or automobiles owned, leased, hired or borrowed by PACE Provider.

(ii) For any claims related to this project, the PACE Provider's insurance coverage shall be primary insurance as respects the Indemnitees.

(iii) Any insurance or self-insurance maintained by the Indemnitees shall be excess of PACE Provider's insurance and shall not contribute with it.

(iv) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty(30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, PACE Provider shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or PACE Provider.

(v) Coverage shall not extend to any defense or indemnity coverage for the active negligence of the Indemnitees in any case where an agreement to defend and indemnify the Indemnitees would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

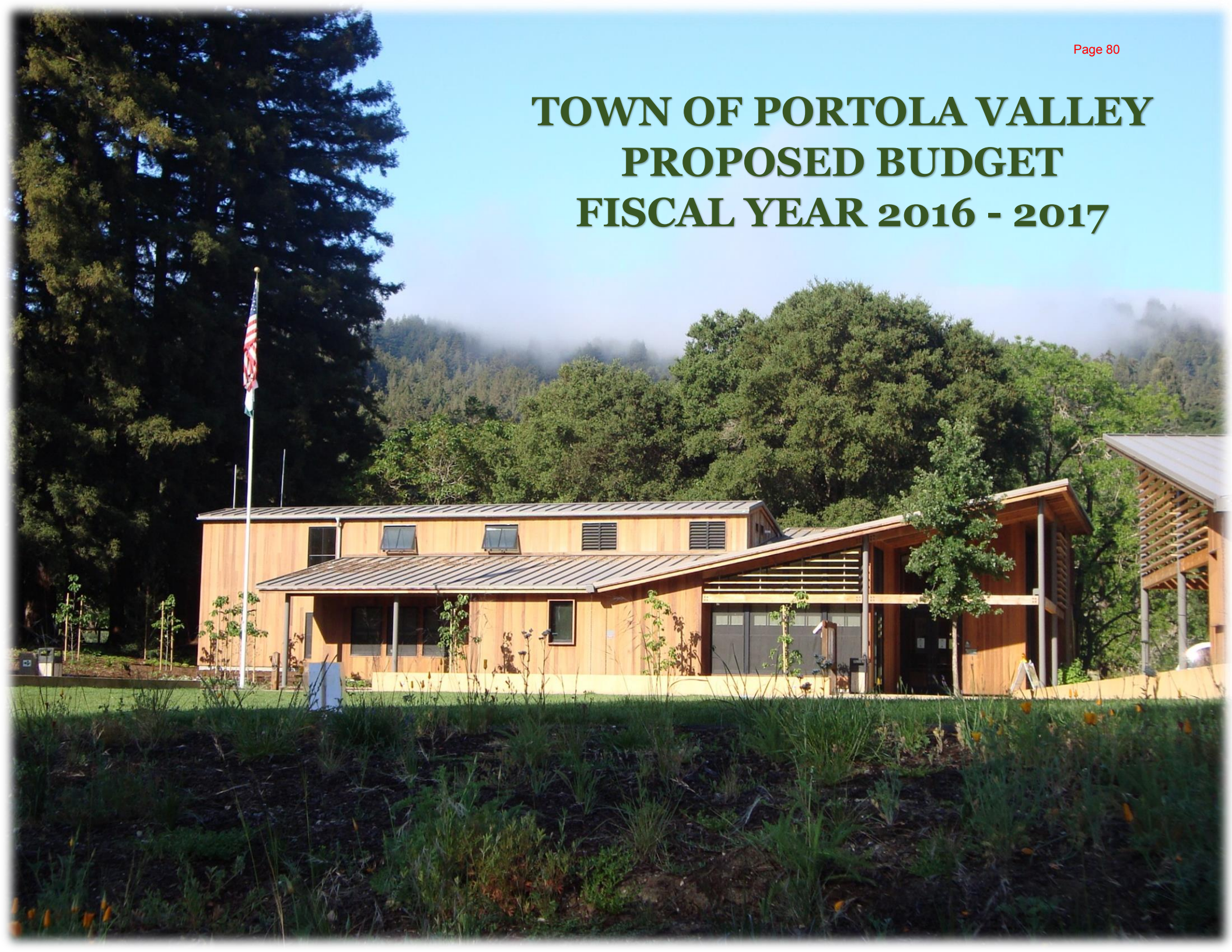
(e) Other Insurance Provisions – Workers Compensation. The Workers Compensation insurance shall be endorsed to waive subrogation against the Indemnitees.

(f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to ABAG.

(g) Verification of Coverage. PACE Provider shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified

copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

# **TOWN OF PORTOLA VALLEY PROPOSED BUDGET FISCAL YEAR 2016 - 2017**





# TOWN OF PORTOLA VALLEY

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## **PROPOSED OPERATING & CAPITAL BUDGETS**

Fiscal Year 2016-17

Presented to:

Mayor Maryann Moise Derwin  
Vice Mayor Craig Hughes  
Councilmember Jeff Aalfs  
Councilmember John Richards  
Councilmember Ann Wengert

Prepared by:

Jeremy Dennis, Town Manager  
Susan Cope, Administrative Services Manager

June 2016

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# TOWN OF PORTOLA VALLEY

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

**FROM:** Jeremy Dennis, Town Manager  
Susan Cope, Administrative Services Manager

**DATE:** June 8, 2016

**RE:** Proposed 2016-17 Budget

We are pleased to present the Town of Portola Valley proposed 2016-17 budget. As with previous budgets, this document is the fiscal realization of the Town's values and aspirations, and recommends support for the programs, projects and outcomes that have come to define Portola Valley since its incorporation in 1964 – sustainability, protection of the community's natural features and beauty, and participation by our residents in the Town's decision-making.

## **General Fund Overview**

Town's fiscal condition continues to be strong in the 2016-17 fiscal year, with a projected General Fund operating surplus of \$743,512. The operating surplus is reduced by \$576,332 to provide for general capital improvements and equipment purchases. The surplus is further reduced by \$126,883 to the Transportation Fund that is necessary to fill the gap between the Town's street maintenance effort and the available Gas Tax revenues. The final General Fund surplus, after these expenditures and transfer, is \$9,647.

## **General Fund Revenues**

Overall, General Fund revenues total \$5,105,861, an increase of \$396,981 when compared to the prior year's budget. The significant changes of note in General Fund revenues are as follows:

**Property taxes-** 2015-16 property tax revenue is expected to be \$2,384,449 or \$17,575 over the budgeted amount. Property tax growth assumptions in the last two years have been extremely accurate (on average, within 5% of budgeted amount). If the 2015-16 projected amount does not change considerably, the difference will be within .75%.

In the coming fiscal year, the budget for 2016-17 assumes a conservative 5% increase, or \$119,222, based on forecasts provided by the San Mateo County Assessor's Office. Other municipalities are also projecting a 5% increase in their property taxes in the coming year.

**Sales and Use Tax –** Sales and use tax revenue for 2016-17 is budgeted to increase by \$26,796 over projected levels due to higher savings levels and an increase in discretionary spending. Future gains are expected to be moderate as tax growth will see concentrated shifting to county pools and distribution centers.

**Town Planning Service Charges –** With the anticipated hire of a previously-approved planner, Town Planning charges for the review of planning applications are expected to increase in 2016-17 by \$74,490. These charges are the hourly rates each planning staff member use when reviewing planning applications, and are in addition to flat fees charged for each permit.

## **General Fund Operating Expenditures**

General fund operating expenditures for 2016-17 are \$4,392,999, a decrease of \$106,338 when compared to the prior year's budget. Significant changes of note in General Fund expenditures are as follows:

**Administration and Operations (personnel) –** Overall, Administration and Operations expenditures will increase by \$310,015 over projected for this fiscal year, but will be a reduction of \$67,833 from this year's budgeted amount. Reasons for this include:

- Budgeted positions not being filled in this fiscal year
- New employees replacing previous employee's contracts or salaries/benefit structure
- Hiring a permanent Building Official that results in a reduction in temporary staff expenditures

The budget also includes a 3% CPI adjustment for salaries in 2016-17.

**Consultant Services** – As with Administration and Operations, Consultant Services shows an increase of \$10,117 over projected but a decrease from this year's budgeted amount of \$41,312. Reasons for this include:

- Lower charges for Town Attorney activities
- Change in scope for the public information consultant's duties, resulting in a significantly lower expenditure
- Significantly lower expenditures for Town Geologist and Town Engineer duties, which are typically budgeted at a higher level
- Extended use of contract planning services that were charged to applicants resulting from a delay in hiring a permanent town planner

Overall expenditures are expected to remain relatively flat in future years, notwithstanding identified projects that require additional support or unanticipated need. As many of the expenditures in Consultant Services are passed through to applicants, impacts from imprecise budgeting are minimal.

**Sheriff Contract** – Portola Valley is in the second year of a three year contract with the Sheriff's Office, and the 2016-17 incorporates a contracted \$20,894 increase. It is worth noting that this cost to the Town is considerably lower than the operating cost of an independent police department and the Town has access to a number of otherwise-unavailable resources to assist in all manner of law enforcement, including detectives, physical assets, and opportunities for immediately scaling responses to incidents.

**Landscaping Supplies and Services** – An additional increase of \$22,632 in Town Center Facilities to support weeding and right-of-way mowing is budgeted to intensify the already quality efforts by town staff to maintain the Town's public spaces

### **General Fund Capital Improvement Projects/Capital Equipment Purchases**

The adopted budget includes \$576,332 in General Fund monies to provide for several Capital Improvement projects including:

- The annual street resurfacing program, which is also supported by Measure A and M dollars
- The local match for the San Mateo Transportation Agency (SMTA) Measure A grant reimbursement project that supports a variety of road widening projects
- Potential improvement projects at Ford Field and on the Crowder Trail, as needed
- The purchase of parks and recreation and an earthquake information management system (jointly with Woodside Fire

Protection District and the Town of Woodside)

Capital Equipment expenditures include:

- Budgeted dollars, at a slightly lower amount, for the purchase of two used electric vehicles for fleet use – staff currently uses their own vehicles for planning site visits, code enforcement and visits to construction sites, which has caused damage to personal vehicles. One possible purchase could be with Nissan, which offers refurbished used Leafs at significantly reduced costs to municipalities. Audio-visual improvements to the Community Hall, the Schoolhouse and the Conference Room (to support emergency operation needs) - previous audio-visual improvements, particularly to the Community Hall, were not fully implemented and the current system required considerable staff time to set up and secure after use.

### **General Fund Reserves**

In Fiscal Year 2015-16 there were no adjustments to the current General Fund Balance Assignments (Reserves), which on June 30, 2017 is projected at \$2,151,889.

### **Acknowledgments**

As with most budgets, it can be easily forgotten that expenditures aren't just monies spent – they represent the hard work of dedicated public servants who come to work every day ready to improve the lives of the residents they serve. Although I have only had the privilege of serving as Town Manager for a short period of time, it quickly became clear that Town Hall is staffed by truly exceptional people who care deeply for this community. This budget could not have been developed without each of their suggestions, comments and profound understanding of community needs. I especially want to thank Susan Cope, Cindy Rosas and Teresa Bowerman for the countless hours they spent calculating, double-checking, and scrutinizing every line item to provide the document you see today. I also wish to thank the Finance Committee for their keen eyes and sharp questions that improved the draft budget.

## **Town of Portola Valley 2015-16 Accomplishments**

### **2015-16 Accomplishments**

#### **Peninsula Clean Energy 100% Opt In**

In May of 2016 Portola Valley became one of the first cities in California to opt in to purchasing 100% of its energy from renewable sources. As a member of a community choice power aggregation model named Peninsula Clean Energy, the Town continues its long history as a trailblazer in sustainability and environmental protection actions.

#### **Water Reductions Goals Achieved**

When the drought became a state emergency, the Governor implemented emergency rules to, among other things, require strict reductions of water use. In Portola Valley, these mandatory reductions meant that the Town would need to reduce water consumption by 36%. Through intense education efforts, the introduction of online tools to help understand consumption, innovative water reduction strategies in town buildings and facilities, and changes in Town code, Portola Valley residents were able to achieve this 36% reduction.

#### **Staffing Stabilized**

The Town brought a new steadiness to its staffing by hiring a new Town Manager, Administrative Services Manager, Deputy Building Official, an Associate Planner, and a Public Works Maintenance Worker. These hires have allowed overworked staff to return to core duties, as well as a significant reduction to the monies expended on consultants and temporary staff; most importantly, it brought new experiences to be shared at Town Hall and more people for residents to interact with and help them achieve their needs.

#### **Town Center Master Plan Committee Formed**

In September of 2015, the Ad Hoc Town Center Master Plan Committee was formed to provide a venue for discussion about the future of the Town Center campus. As the Town Center has grown in use and popularity, the need to make important decisions about its future is critical, and the Committee will lead that conversation with the public into the next fiscal year.

#### **Permit Tracking Software Purchased**

The Town recently purchased a new permit tracking software that modernizes the Town's business licensing systems and an automated process of routing job assignments, schedules and permit issuance. In addition, the system brings planning and building

land use permitting online and available for review remotely by residents. The system will replace an outdated database and connect disparate systems being used by Town staff. The system will be live in the early part of the next fiscal year.

### **Second Unit Ordinance Amended**

With the need for new housing in the community reaching crisis levels, the Town Council adopted new rules governing the construction of second units that provided for larger units, and an opportunity to build units on lots that could not previously accommodate them. These second units are ideal for family members, local workers, and others seeking an affordable option in what has become an incredibly expensive region to live.

### **Spring Film Series Launched**

In recent years, Town committees and staff have utilized the Town Center campus for a variety of programs and gatherings that highlight the versatility of the public space and bring entertaining and thought-provoking content to residents. This year, the “Bring Your Own Cup” film series was introduced giving residents an opportunity to re-think food waste, examine ways to feed the hungry, and witness a 3,000 mile journey to save thousands of unwanted wild mustangs.

### **Emergency Power Expanded**

The emergency power system that supported the Town’s emergency operations center was expanded to the entirety of Town Hall and the Community Hall, ensuring their use during a major emergency.

### **Communications Consultant Hired**

Communications with residents continues to be a high priority for the Town Council and staff, and this year a consultant was hired to assist Town staff in understanding areas of need, gaps in communication with the public, and how technology can be used to publicize out important messages and information. The ongoing audit will give the Town Council a broad insight into how future communications can be managed effectively and improved, both to relate Town events and assist residents with their issues.

### **El Nino Targeted**

Town Staff developed handouts and online literature to assist residents with the expected impacts from a powerful El Nino year.

### **Water Conservation Tool Provided**

The Water Conservation Committee and Town Staff provided residents with a tool to analyze water use. The “H20Know” tool allows residents to automatically import their water consumption data and provide feedback on areas of water waste, both inside and outside the home. During this time of drought, not only is water waste frowned upon; it can be very expensive!



**Planning Department Reorganization Completed**

The final steps in what ultimately was a multi-year effort to transform the Town's planning functions from a primarily consultant-based services to fully "in house" operations culminated in July of 2015 with the implementation of the final position changes adopted by the Town Council in the previous fiscal year.

**Beautification Efforts Intensified**

Per the direction of the Conservation Committee, the Public Works Department began an intensive scenic corridor/right-of-way weeding program, targeting invasive species that are prevalent in Portola Valley. Wildflower seeds were spread in the right-of-way and in targeted town open space. These efforts have enhanced the views on our most travelled roads and added to the already recognized natural beauty of the Town.

**Finance Department Rebuilt**

In addition to the hiring of a new Administrative Services Manager, an administrative technician has been moved full-time to supporting the Town's financial and accounting needs.

**Annual Road Resurfacing Completed**

Nearly 4.7 miles of 15 streets in Town were resurfaced as part of the annual resurfacing project.

**Green Building Ordinance Drafted**

Town Staff worked with the Water Conservation Committee to develop an update to the Green Building Ordinance that includes innovative measures that reduce the use of potable water for irrigation; the update has been approved by the ASCC and Planning Commission and will be reviewed by the Town Council in the coming fiscal year.

**Local Hazard Mitigation Plan Submitted**

Every five years, local municipalities are required to submit a Local Hazard Mitigation Plan (LHMP) in order to properly understand the threats in one's community, create reduction strategies for those threats, coordinate action and relief efforts, and allow for a mechanism to ensure proper financing of emergency operations. As the tools for understanding hazards become more sophisticated, the pressures on communities to understand and plan for them grow. This year proved to be no exception, and development of the LHMP took months, during which Town staff analyzed current hazard mitigations, reviewed current code and rules, and described new efforts to minimize hazard impacts. The 2015 LHMP has been submitted for final review and will be folded into existing town procedures and code in the coming fiscal year.

### **New Records Retention Schedule Adopted**

One of the core responsibilities of municipal government is to “preserve the record” of the myriad decisions made on behalf of its residents over the years. However, retaining those records can be an arduous process and requires a significant amount of physical space to ensure success. The Town recently adopted a new records retention schedule that brings our last 1998 adoption current with the latest state rules.

### **Remote Public Access to Town Records Implemented**

The Town implemented Weblink, a tool that allows residents to go online and view decades of town records on issues as diverse as Council meeting minutes to permits for land use decisions. Prior to Weblink, residents were required to visit Town Hall to search through paper records.

### Town of Portola Valley 2016-17 Council Priorities

Recognizing the opportunity to share with the community a vision for the year ahead, and a need to focus limited resources (both staff and financial), the Portola Valley Town Council states that the following shall be its priorities for 2016-17:

1. Sustainability – As a leader in the pursuit of a more sustainable way of life, Portola Valley will continue to adopt innovative sustainability measures, both for its residents and for town government.
2. Community Engagement – Portola Valley’s most unique feature is the unbreakable connection between its residents and its government. Through the existing robust committee structure, Town residents have an opportunity to shape policy and plan for the community they wish to see. To that end, Portola Valley will improve two-way communications with its residents, share opportunities for residents to participate in their government, and ensure continued transparency in its public business.
3. Quality of Life – Portola Valley residents have historically enjoyed an unparalleled quality of life – little traffic, access to world-class recreational amenities, and the enjoyment of a rural community. In recent years, however, this quality of life has been challenged by a booming economy and external forces. The Town Council commits to pursuing all avenues to maintain and enhance the quality of life residents and employees have all grown to cherish.
4. Infrastructure – The literal foundation for Portola Valley’s prosperity has been its infrastructure, and the extraordinary attention staff and residents alike pay to guaranteeing public facilities are built and maintained to the Town’s quality standards and rural character. Critical infrastructure projects to be completed will be the focus of staff’s efforts.

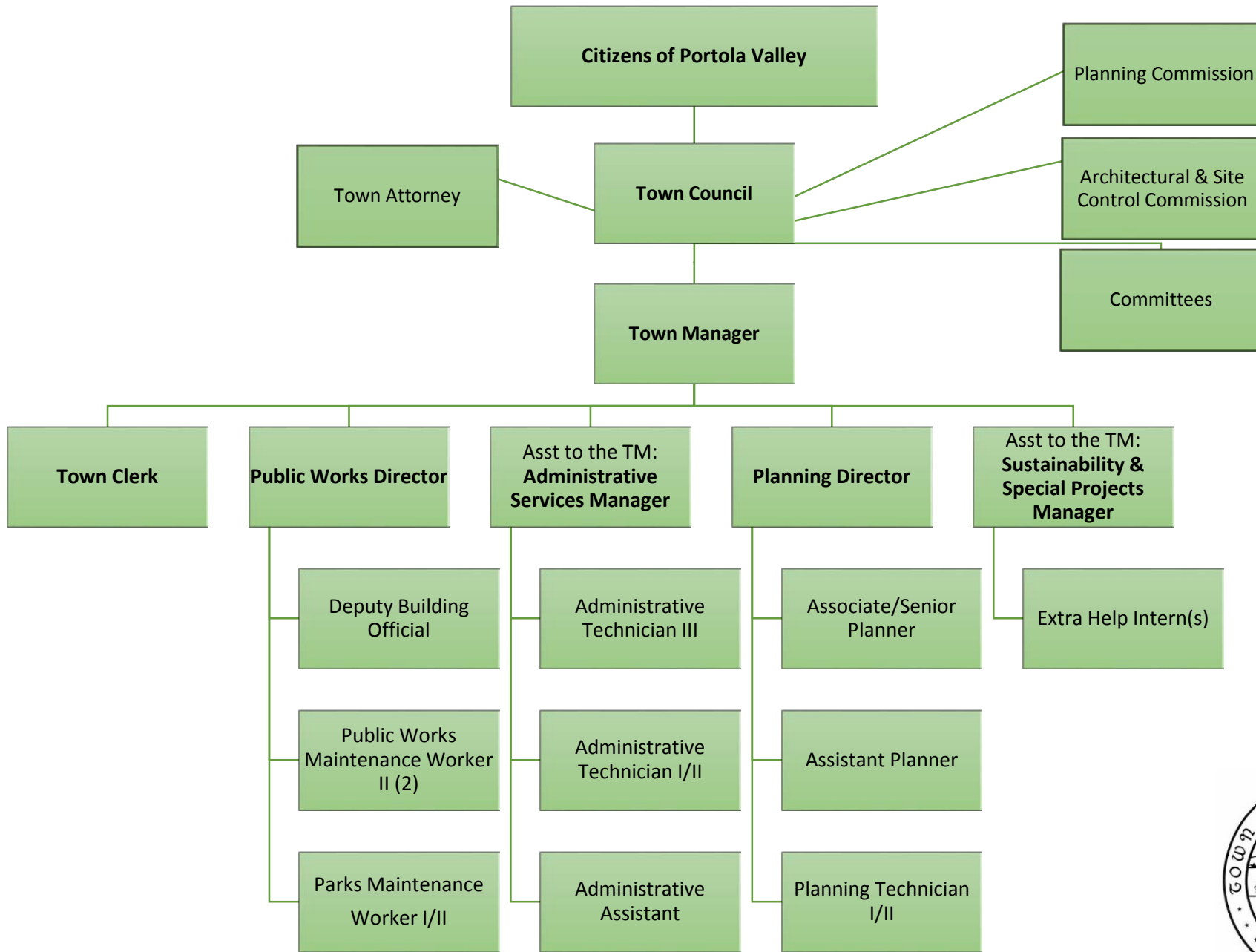
Based on the above statements, these projects will be the Council’s priorities (in alphabetical order):

- Affordable Housing – As housing costs continue to skyrocket, the opportunities for those who have grown up in Portola Valley, those who have been here many years and wish to stay, and those who work in town have shrunk. The Council is committed to exploring ways to keep families whole, protecting those seniors who want to stay in the community they have called home for decades, and demonstrate the value of those who are employed here, through second units, affiliated housing, and other inventive tools.
- Code Enforcement – With a changing population comes the potential for a lack of understanding of the Town’s rules. As a result, there has been an increase in the number of actionable code violations. The Council and staff will explore ways to strengthen the tools to deal with these increases.

- Communications with Town Residents – Given its location in the Silicon Valley, the Town’s suite of communication tools is not reflective of the innovation we are known for. Even the simplest message to residents can be lost in older technology and competing mediums. The Town is committed to exploring ways to improve communications with its residents and serve as a portal and repository of important and useful information.
- Community Choice Energy Support - The County and Cities of San Mateo County, recognizing their desire to further alternative energy availability, and the buying power of hundreds of thousands of customers, has created Peninsula Clean Energy (PCE). PCE is a community choice energy program that allows consumers to buy cleaner forms of energy, reinvest in local infrastructure, and provide more affordable power. The Town is committed to PCE and the promise it brings.
- FAA/Noise Abatement – With the implementation of new landing approaches to SFO, and an overall increase in traffic to Bay Area airports, Portola Valley residents have suffered from a huge increase in aircraft noise impacts. The FAA has finally acquiesced to a collaborative process to address these quality of life concerns. Council and staff will work with the FAA, regional partners, and other interested parties to alleviate this impact to our quality of life.
- LAIF (Local Agency Investment Fund) Improvement – Municipalities are allowed to participate in a state-run investment portfolio that has been in operation for nearly 60 years. Although the fund is successful, it is not as beneficial as other vehicles. The City Council wants staff to work with the Finance Committee to explore alternative ways to invest appropriate public funds in more worthwhile instruments, particularly open space and inclusionary housing funds.
- Other Post-Employment Benefits (OPEB) Liability Review– While the Town has done much to improve its long-term commitments to staff, and the State has passed powerful legislation to help communities deal with these costs, much more remains to be done. The Town’s fiscal health, especially as it relates to those benefits retired employees receive, will be a priority for examination and amending.
- Portola Road Shoulder Widening Completion – Our roads provide multiple transportation options – roads, bicycles, horses, and pedestrians. The completion of major shoulder widening along one of our most traveled arterials will improve safety and make our roads even more accessible.
- Springdown Vernal Pool Permitting – With the purchase of much of the front portion of Springdown Equestrian Center, the Town added to its open space. After the equestrian center vacated the site, the Town began efforts to restore it to an open space atmosphere. Seeding the field with grasses and installing a perimeter trail were the beginning steps. The remaining

work consists of transitioning a former stock pond into a vernal pool. This pool requires a number of State and Federal approvals to be fully allowable, and be integrated into the Town's plans for the site.

- Town Center Master Planning Support – Town Center is an envy of San Mateo County, and has become a popular destination, not only for residents, but for regional visitors. As the demands on local government and its physical space change, a Town Center Master Plan Committee has been formed to chart the future of our shared public center.





## Town of Portola Valley Fund Descriptions

5	General Fund	The Town's operating fund; all general operating revenues and expenditures are processed through it.
8	Grants	Used to record all revenues and expenditures related to county, State, and Federal grants.
10	Safety Tax	A half-cent State sales tax revenue designated exclusively for local agency public safety services. (Sec. 35 of Art. XIII of Cal Const)
15	Open Space	Used for acquisition and support of open space parcels in Town.
20	Gas Tax	For maintenance and repairs to streets.
22	Measure M	County-generated vehicle registration revenue to be used for local streets and roads for congestion mitigation and water pollution prevention programs.
25	Library Fund	Library service revenue from San Mateo County Library JPA to be spent on library related activities as mutually agreed by the JPA and Town Council.
30	COPS – Public Safety	Citizens' Options for Public Safety: a supplemental State law enforcement fund for special law and traffic enforcement.
40	Park-in-Lieu	Subdivision developer's fee that can only be used for parks or recreational purposes.
45	Inclusionary-in-Lieu	A subdivision developer's fee, payable by fee or land, that can only be used for affordable housing.
50	Storm Damage	Initially created during the 1998-99 Alpine Road slide repairs, this fund is used as necessary to track federal or state-reimbursed storm-related road repairs.
60	Measure A Funds	A half-cent County sales tax revenue designated for the improvement of local transportation, including streets and roads.
65	Road Impact Fee	Recovers the cost of repairs from building permit applicants to Town roads due to wear and tear from construction vehicles. Collection of these fees was suspended by the Council in 2010.
75	Crescent M.D.	Maintenance District Funds
80	PVR M.D.	
85	Wayside I M.D.	
86	Wayside II M.D.	
90	Woodside H'lands M.D.	
95	Arrowhead M'dows M.D.	
96	Customer Deposits	Deposit fund for customer fees to pay for consulting costs associated with individual building projects. Any remaining deposit amounts are refunded to customer when project is completed.

2016-17 Revenues and Expenses by Governmental Fund																
	Fund 5		Fund 8	Fund 10	Fund 15	Fund 20	Fund 22	Fund 25	Fund 30	Fund 40	Fund 45	Fund 50	Fund 60	Fund 65	Fund 96	TOTALS
<b>Revenues</b>	OPERATING	CAPITAL IMPRS	GRANTS	PUBLIC SAFETY	OPEN SPACE	TRANSPORTATION	MEASURE M/CCAG	LIBRARY	C O P S	Park-in-Lieu	Inclusionary-in-Lieu	Storm Damage	MEASURE A	ROAD FEES	CASE REVIEWS	
Government Agency	\$ 23,285		\$ 145,372	\$ 13,390		\$ 98,117	\$ 89,830	\$ 81,103	\$ 100,000			\$ -	\$ 274,523			\$ 825,620
Franchise Fees	\$ 281,669															281,669
Permits & Fees	\$ 588,000															588,000
Other Revenues	\$ 126,878				1,000						573,524					701,402
Parks & Recreation	\$ 77,866															77,866
Service Charges	\$ 190,865														255,500	446,365
Revenue from Taxes	\$ 3,015,397															3,015,397
Town Center Facilities	\$ 220,000															220,000
Interest	\$ 57,750															57,750
Utility Users' Taxes	\$ 524,151				229,755											753,905
<b>Revs. Sub-Totals</b>	<b>\$ 5,105,861</b>	<b>\$ -</b>	<b>\$ 145,372</b>	<b>\$ 13,390</b>	<b>\$ 230,755</b>	<b>\$ 98,117</b>	<b>\$ 89,830</b>	<b>\$ 81,103</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 573,524</b>	<b>\$ -</b>	<b>\$ 274,523</b>	<b>\$ -</b>	<b>\$ 255,500</b>	<b>\$ 6,967,975</b>
<b>Expenditures</b>																
Administration & Operations	\$ 2,161,560															\$ 2,161,560
Committees & Commissions	\$ 66,625															66,625
Consultant Services	\$ 423,533					25,000									255,500	704,033
Miscellaneous	\$ 49,288		26,617													75,905
Parks Operations	\$ 237,800															237,800
Public Works Operations	\$ 3,000					200,000	10,775									213,775
Service Agreements	\$ 919,344			13,390					100,000							1,032,734
Services & Supplies	\$ 370,017															370,017
Town Center Facilities	\$ 161,832							41,500								203,332
<b>Exp. Sub-Totals</b>	<b>\$ 4,392,999</b>		<b>\$ 26,617</b>	<b>\$ 13,390</b>	<b>\$ -</b>	<b>\$ 225,000</b>	<b>\$ 10,775</b>	<b>\$ 41,500</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 255,500</b>	<b>\$ 5,065,781</b>
<b>Capital Improvements</b>																
2016-17 Road Improvement		209,422					44,055						274,523			\$ 528,000
Annual Road Testing/Inspection		50,000														50,000
Annual Road Future Year Design		50,000														50,000
SMTA Grant Reimb Road Proj		59,242	118,772													178,014
Springdown Improvement					110,000											110,000
Storm Drain Repairs							35,000									35,000
Ford Field Improvements		76,098														76,098
Crowder Trail Improvements		34,570														34,570
Permit Tracking Software		5,000														5,000
Recreation Software		8,000														8,000
Earthquake Info Mgmt Software		7,000														7,000
Capital Equipment Purchases		77,000														77,000
<b>Capital Improvements</b>	<b>\$ -</b>	<b>\$ 576,332</b>	<b>\$ 118,772</b>	<b>\$ -</b>	<b>\$ 110,000</b>	<b>\$ -</b>	<b>\$ 79,055</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 274,523</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1,158,682</b>
<b>Revs Less Exps/Cap Imps</b>	<b>712,862</b>	<b>-576,332</b>	<b>-17</b>	<b>0</b>	<b>120,755</b>	<b>-126,883</b>	<b>0</b>	<b>39,603</b>	<b>0</b>	<b>0</b>	<b>573,524</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>743,512</b>
<b>Interfund Transfers</b>																
General Fund to Transportation	(126,883)					126,883										-
General Fund Capital Transfer	(576,332)	576,332														-
<b>Transfers</b>	<b>\$ (703,215)</b>	<b>\$ 576,332</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,883</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance (Revenue - Exp - CIP + Transfers)</b>	<b>\$ 9,647</b>	<b>\$ -</b>	<b>\$ (17)</b>	<b>\$ -</b>	<b>\$ 120,755</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,603</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 573,524</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 743,512</b>



## Town of Portola Valley 2016-17 Fund Activity Summary

FUND	7/1/2016 ESTIMATED BALANCE	2016-17 ESTIMATED REVENUES	2016-17 ESTIMATED EXPENDITURES	2016-17 TRANSFERS IN(OUT)	6/30/2017 PROJECTED BALANCE
<b>General Purpose Funds</b>					
General Fund Unassigned	2,141,024	5,105,861	4,969,331	(126,883)	2,150,671
Unfunded Pension Liab Assigned	47,773				47,773
Equipment Replacemt Assigned	200,000				200,000
Capital Reserve Assigned	1,400,000				1,400,000
Legal Contingency Assigned	100,000				100,000
Unfunded Retiree Medical OPEB	308,280				308,280
<b>Sub-Total</b>	<b>\$ 4,197,077</b>	<b>\$ 5,105,861</b>	<b>\$ 4,969,331</b>	<b>\$ (126,883)</b>	<b>4,206,724</b>
<b>Restricted Funds</b>					
Bonds and Grants (8)	844	145,372	145,389		827
Public Safety (10)	5,514	13,390	13,390		5,514
Open Space (15)	4,810,803	230,755	110,000		4,931,558
Transportation/Public Works (20)	7,798	98,117	225,000	126,883	7,798
Measure M (22)	-	89,830	89,830		0
Library Fund (25)	370,135	81,103	41,500		409,738
Public Safety/COPS (30)	2,307	100,000	100,000		2,307
Park In Lieu (40)	6,277	-	-		6,277
Inclusionary In Lieu (45)	2,888,799	573,524	-		3,462,323
Measure A (60)	-	274,523	274,523		0
Road Fee Fund (65)	-	-	-		0
Applicant Deposits (96)	476,740	255,500	255,500		476,740
<b>Sub-Total</b>	<b>\$ 8,569,217</b>	<b>\$ 1,862,114</b>	<b>\$ 1,255,132</b>	<b>126,883</b>	<b>9,303,082</b>
<b>Grand Total</b>	<b>\$ 12,766,294</b>	<b>\$ 6,967,975</b>	<b>\$ 6,224,463</b>	<b>\$ -</b>	<b>\$ 13,509,806</b>

# REVENUES

Government Agency.....	20	Parks & Recreation .....	25
Motor Vehicle Fees		Lease Income – Parks	
Measure A Sales Tax		Sports League Field Use	
Proposition 172 Funds		Annual Community Events	
COPS		Service Charges.....	26
State Gas Tax		Zoning & Planning Permits	
HOPTR		Variances	
Prop 42 Funds		Subdivision Fees	
Measure M		Pre-Application Meeting Fees	
C/CAG		Residential Data Reports	
Miscellaneous Grants		Architectural Review	
Franchise Fees.....	22	Geology Fees	
PG&E		Town Engineer/Planner Fees	
California Water		Applicant Charges	
Greenwaste Recovery		Town Library Maintenance Support	
Comcast Cable		Miscellaneous Revenues	
Permits & Fees.....	23	Revenue from Taxes .....	28
Building Permit/Plan Check/Inspections		Property Taxes, Secured & Unsecured	
Site Development		Sales & Use Tax	
Encroachment		Business License Tax	
Conditional Use		Real Property Transfer Tax	
Building Permit Review/Planning		Miscellaneous Other Taxes	
Horsekeeping		Town Center Facilities.....	29
Construction & Demolition		Community Hall & Room Rentals	
Other Revenues .....	24	Parking Lot & Field Rentals	
Fines & Forfeitures		Class Fees	
Miscellaneous Contributions		Interest .....	30
Crowder Trail Maintenance Reimbursement		Utility Users' Taxes.....	31
Open Space		General Purpose Use	
		Open Space Use	

# Town of Portola Valley

## 2016-17

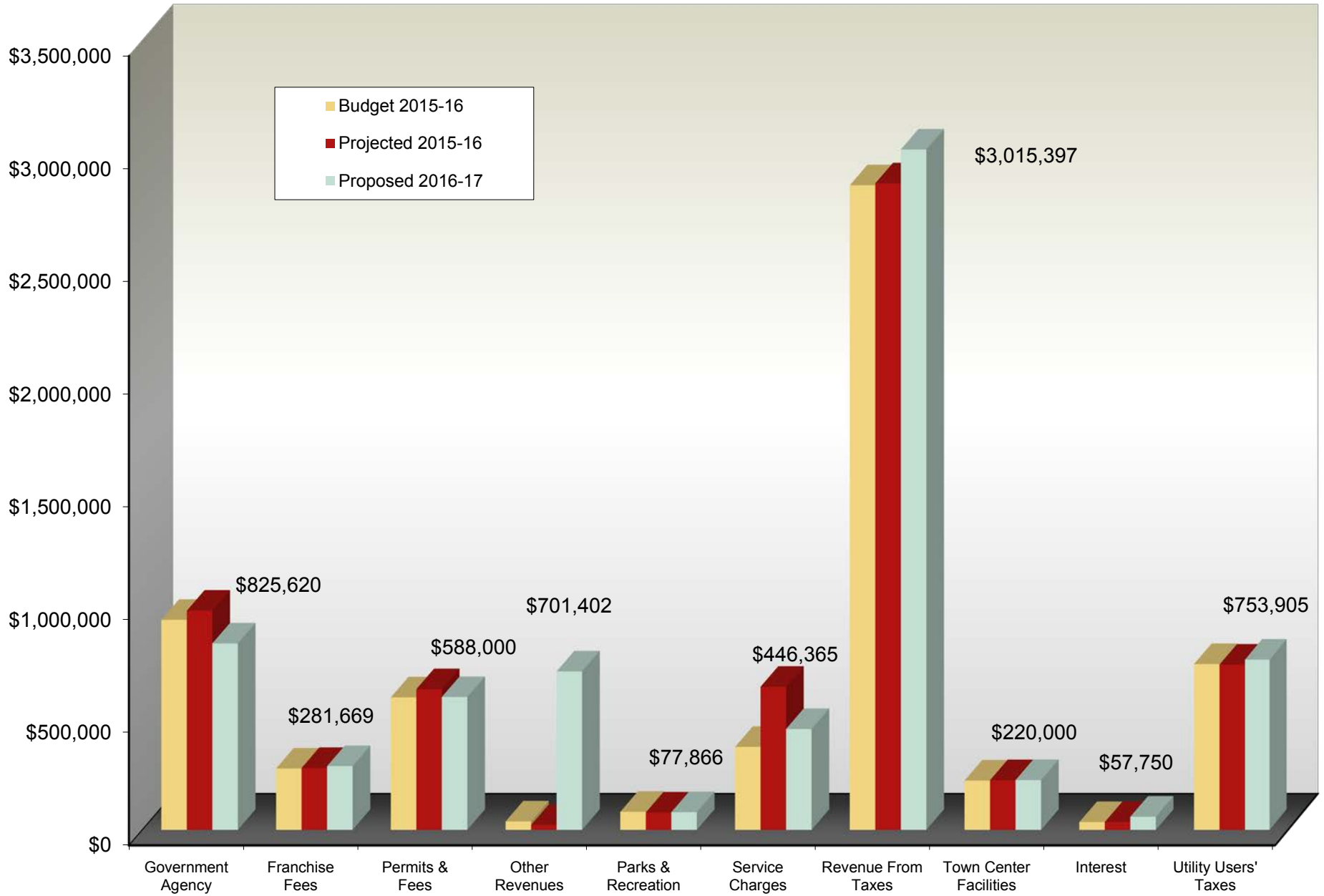
### Total Revenues Budget Summary

Revenues	2015-16 Adopted Budget	2015-16 Projected at Year End
Government Agency	929,943	970,871
Franchise Fees	271,038	273,465
Permits & Fees	586,500	622,858
Other Revenues	36,785	21,319
Parks & Recreation	79,693	76,223
Service Charges	366,710	633,584
Revenue From Taxes	2,857,054	2,865,700
Town Center Facilities	218,000	219,600
Interest	34,000	34,500
Utility Users' Taxes	734,600	731,947
<b>Grand Total</b>	<b>6,114,323</b>	<b>6,450,067</b>

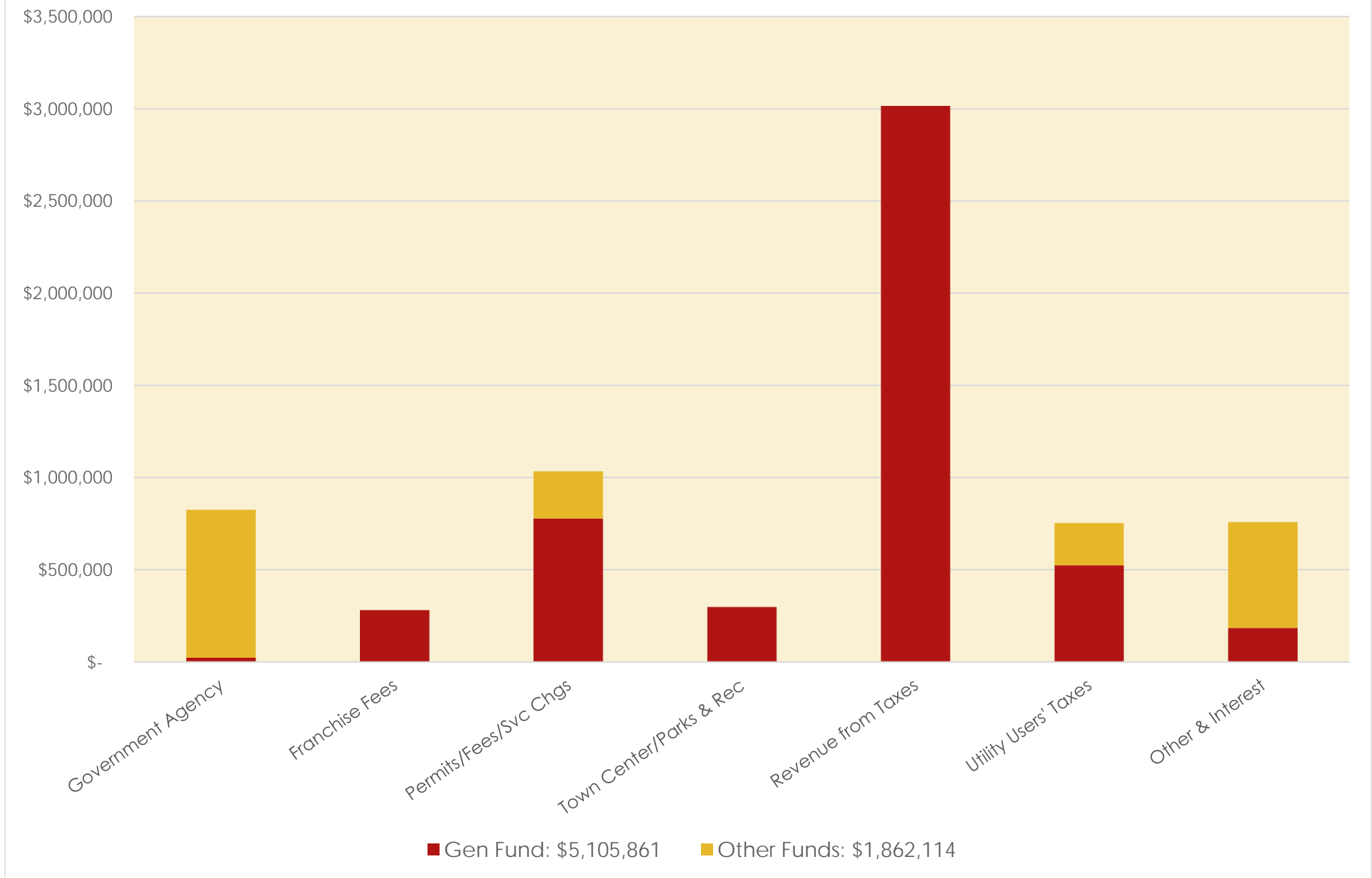
2016-17 Proposed Budget	\$ / Change per Projected Year End	% / Change per Adopted 15-16 Budget	% / Change per Projected Year End
825,620	(145,251)	(11.22)	(14.96)
281,669	8,204	3.92	3.00
588,000	(34,858)	0.26	(5.60)
701,402	680,083	1,806.76	3,190.05
77,866	1,644	(2.29)	2.16
446,365	(187,219)	21.72	(29.55)
3,015,397	149,698	5.54	5.22
220,000	400	0.92	0.18
57,750	23,250	69.85	67.39
753,905	21,958	2.63	3.00
<b>6,967,975</b>	<b>517,908</b>	<b>14%</b>	<b>8%</b>



## 2015-16 Budget/Projected Revenue vs 2016-17 Proposed Revenue



### 2016-17 Proposed Revenues: \$6,967,975

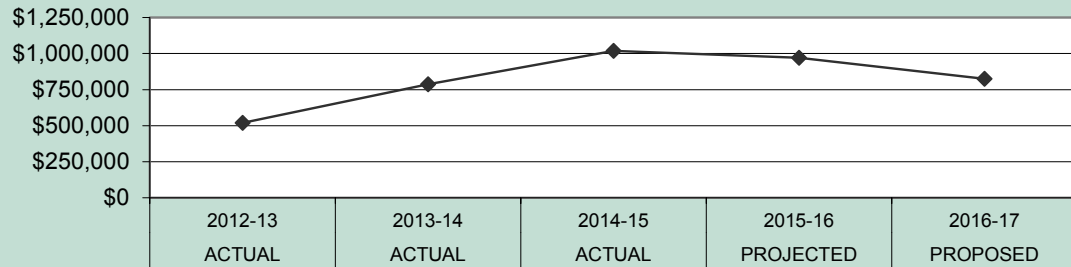


# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Government Agency



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1 Motor Vehicle</b> VLF funding was diverted by State legislation in 2011/12 to support the continuation of COPS funding.	2,442	2,871	1,936	-	-	-	05-10-3001
<b>2 Measure A Sales Tax</b> Half percent sales tax restricted for transportation uses.	242,011	252,012	269,709	286,341	281,306	274,523	60-10-3002
<b>3 Proposition 172 Funds - Public Safety Sales Tax</b> Half-cent sales tax restricted for public safety issues.	12,301	12,828	13,418	14,237	13,500	13,390	10-10-3004
<b>4 Public Safety COPS Grant</b> Annual state allotment which can only be used for public safety.	91,291	99,476	100,000	100,000	100,000	100,000	30-10-3006
<b>5 State Gas Tax</b> Pooled Statewide and reallocated based upon population and other factors.	77,033	87,235	90,874	83,620	89,580	87,138	20-10-3008 20-10-3012 20-10-3014
<b>6 Homeowners' Property Tax Relief (HOPTR)</b>	5,416	9,533	9,429	9,000	7,254	10,285	05-10-3016
<b>State Mandated Costs Reimbursements</b> State reimbursements totalling \$57,400 filed for legislated municipal expenses from 2001 forward.	-	24	18,136	14,500	12,132	13,000	05-10-3017
<b>7 Proposition 42 Funds</b> Traffic Congestion Relief funds expired, Prop 42 funding replaces.	41,092	62,548	49,996	21,402	18,287	10,979	20-10-3015

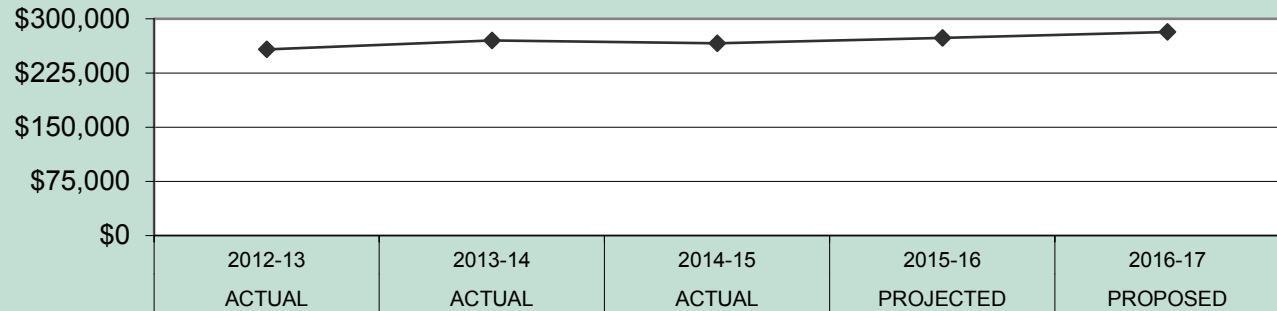
Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>8</b>	<b>Measure M</b> This reimbursement-based revenue is derived from an additional vehicle registration fee for San Mateo County residents and is to be used for improvements to local streets and roads.	40,960	15,150	123,000	100,000	108,441	80,057	22-10-3019
<b>9</b>	<b>Supplemental C/CAG Program: Trash Reduction</b>		10,441	-	10,500	-	9,773	22-10-3096
<b>10</b>	<b>CalTrans Emergency Relief (Upper Alpine Rd)</b>			73,482	-	163,799	-	50-10-3021
<b>11</b>	<b>San Mateo County Library Donor Funds</b>						81,103	25-16-3092
<b>12</b>	<b>Miscellaneous Grants</b>							
	County of San Mateo Energy Upgrade Grant	-	-	-	-	5,000	-	08-10-3027
	ABAG-PLAN Risk Management Grant	6,602	2,872	4,086	1,600	1,600	1,600	08-10-3029
	OBAG Federal Aid Grant for Road Improvement	-	-	224,000	-	-	-	08-10-3031
	SMTA Measure A Grant Reimbursement	-	-	40,600	288,743	169,971	118,772	08-10-3033
	2000 Park Bond Act - provides funds for park/rec	-	220,000	-	-	-	-	08-10-3030
	Roberti-Z'berg Grant - provides funds for parks/rec purposes, including development and renovation.	-	12,212	-	-	-	-	08-10-3032
	Beverage Container Recycling Programs - Cal Recycle						25,000	08-10-3038
	<b>Sub-Total Miscellaneous Grants</b>					176,571	145,372	
	<b>Sub-Total</b>	<b>519,149</b>	<b>787,202</b>	<b>1,018,666</b>	<b>929,943</b>	<b>970,871</b>	<b>825,620</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Franchise Fees



Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
1	<b>PG&amp;E</b> Franchise fee for PG&E regulated by the State through a Town franchise ordinance.	75,486	76,944	73,405	75,240	76,788	79,092	05-12-3040
2	<b>California Water Company</b> Fees based upon 1% of total water revenues generated by Cal-Water in the Town.	38,459	42,831	36,628	37,000	36,000	37,080	05-12-3042
3	<b>Greenwaste Recovery Company</b> Franchise fees based upon 7.7% of total revenues generated by GWR within the Town. Eighth year of 10-year agreement.	66,504	67,854	70,698	72,544	74,378	76,609	05-12-3044
4	<b>Comcast and AT&amp;T Cable Services</b> Franchise fees based upon 5% of total revenues generated by Comcast Cable Services within the Town. Includes \$500/mo PEG fees.	77,177	82,298	85,384	86,254	86,299	88,888	05-12-3046
<b>Sub-Total</b>		<b>257,626</b>	<b>269,927</b>	<b>266,115</b>	<b>271,038</b>	<b>273,465</b>	<b>281,669</b>	

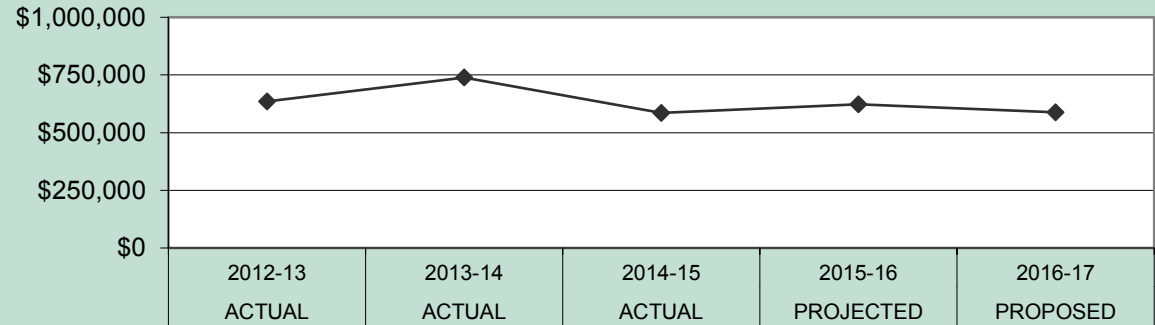


# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



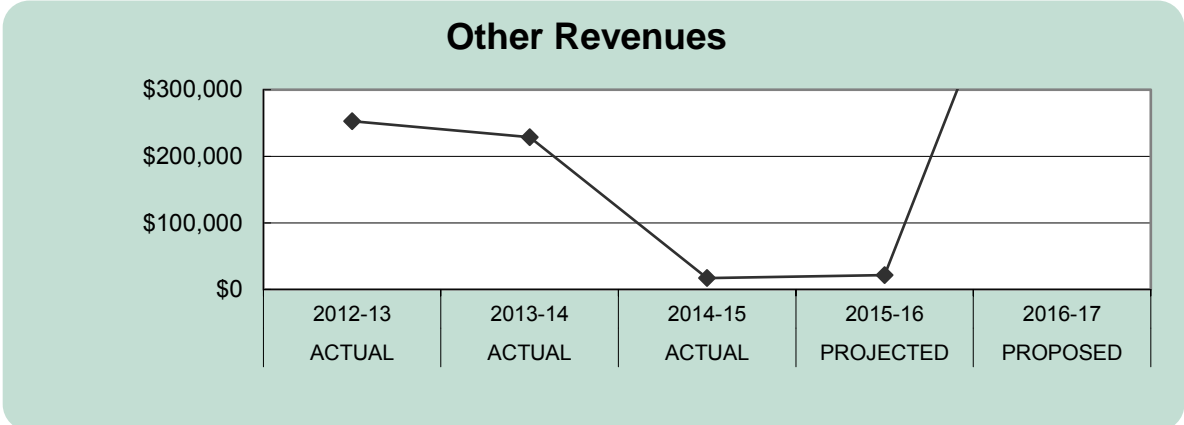
## Permits & Fees



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1 Building Permits/Plan Check/Inspection Fees</b> Issued for all building construction within the Town.	563,475	645,472	523,301	525,000	547,991	525,000	05-14-3060
<b>2 Site Development Permits</b> Filing fee for permits required to prepare a private property site as a result of property improvements or construction.	39,213	47,965	30,255	27,500	40,575	30,000	05-14-3062
<b>3 Encroachment Permits</b> Filing fee for permits required to conduct work in public right-of-way.	7,274	12,793	8,125	10,000	10,570	10,000	05-14-3064
<b>4 Conditional Use Permits</b> Permits required for a special use on private property.	5,940	10,110	4,150	4,000	6,230	5,000	05-14-3066
<b>5 Building Permit Review/Planning Fee</b> Building permit fee for review of building permits for ASCC/Planning compliance.	3,690	6,130	6,640	5,000	5,327	5,000	05-14-3068
<b>6 Horsekeeping Permits</b> Permits required to keep horses on private property. There are currently 185 permitted horses.	3,150	3,045	2,960	3,000	2,930	3,000	05-14-3070
<b>7 Construction and Demolition Fee</b> Fee to offset cost of implementing C&D Ordinance.	12,025	13,155	10,150	12,000	9,235	10,000	05-14-3072
<b>Sub-Total</b>	<b>634,767</b>	<b>738,670</b>	<b>585,581</b>	<b>586,500</b>	<b>622,858</b>	<b>588,000</b>	23

# TOWN of PORTOLA VALLEY

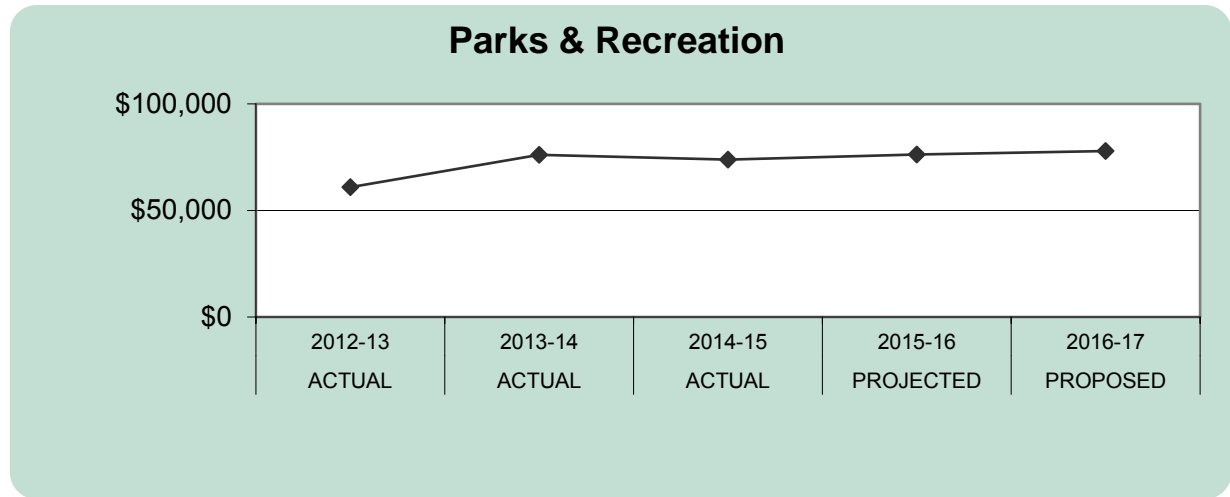
2016-17 BUDGET WORKSHEET



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1 Fines and Forfeitures</b>	12,512	12,629	16,998	15,785	14,767	15,210	05-16-3082
Town's portion of traffic and parking citations.							
<b>2 Misc Contribs - received for designated projects</b>	-	-	-	1,000	5,845	1,000	05-16-3086
<b>3 Remaining Revenue Funds</b>							
Crowder Trail Maintenance	-	111,212	-	15,000	-	76,098	05-16-3086
Ford Field Contributions	233,157	21,932	-	-	-	34,570	05-16-3086
<b>4 Open Space</b>	7,274	83,163	-	5,000	707	1000	15-16-3090
Contributions towards the Town's Open Space funds.							
<b>5 Inclusionary In-Lieu Fees - Subdivision Fees</b>						573,524	45-00-3375
<b>Sub-Total</b>	<b>252,943</b>	<b>228,936</b>	<b>16,998</b>	<b>36,785</b>	<b>21,319</b>	<b>701,402</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



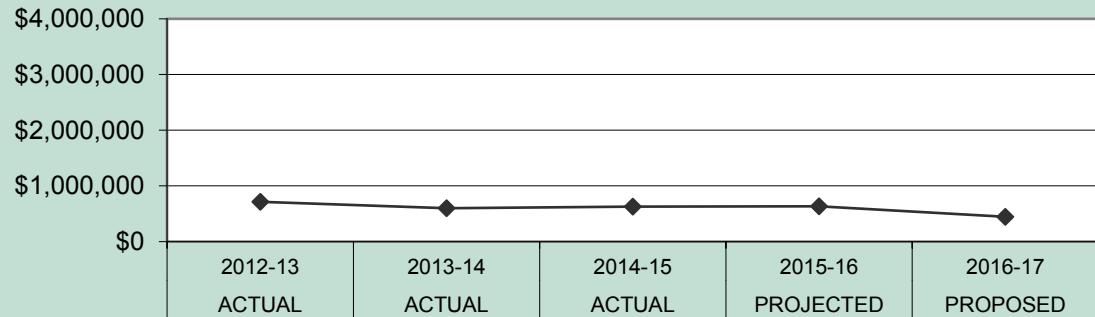
Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT NUMBER
<b>1</b>	<b>Lease Income - Parks</b>	7,609	7,791	7,993	8,193	8,123	8,366	05-18-3100
	Lease of Town property for private uses (Alpine Inn Parking Lot and Ladera Oaks).							
<b>2</b>	<b>Sports League Field Use</b>	50,922	66,557	65,820	70,000	66,600	68,000	05-18-3102
	Use fees charged to organized sports leagues for the use of Town fields. Effective 2013-14, soccer league now included with this user group.							
<b>3</b>	<b>Annual Community Events</b>							
	Town Picnic	2,382	1,789	-	1,500	1,500	1,500	05-18-3104
	<b>Sub-Total</b>	<b>60,913</b>	<b>76,136</b>	<b>73,813</b>	<b>79,693</b>	<b>76,223</b>	<b>77,866</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Service Charges



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1 Zoning and Planning Permits</b>	620	620	-	620	-	620	05-20-3120
Fee for permits required for commercial use changes.							
<b>2 Variances</b>	2,340	7,200	2,455	890	2,455	2,455	05-20-3122
Filing fee required for consideration of variance requests.							
<b>3 Subdivision Fees</b>	1,600	4,750	1,680	1,600	1,680	3,190	05-20-3124
Filing fee required to process a subdivision.							
<b>4 Residential Data Reports</b>	8,400	9,200	7,125	7,100	7,590	7,100	05-20-3126
Filing fee required for a property status report.							
<b>5 Pre-Application Meeting Fee</b>	6,875	5,205	4,840	4,500	1,210	4,500	05-20-3127
<b>6 Architectural Review Fees</b>	34,130	34,645	18,210	20,000	27,705	20,000	05-20-3132
Filing fee for consideration of improvements to private property.							
<b>7 Geology Fees</b>	7,000	10,930	8,820	8,000	5,000	8,000	05-20-3136
Filing fee for review by Town Geologist for private property improvements, map modifications.							
<b>8 Town Engineering Charges</b>	6,660	7,325	4,800	5,000	2,000	5,000	05-20-3138
Charges to applicant for <u>Engineering staff's</u> review of plans for improvements to private property.							

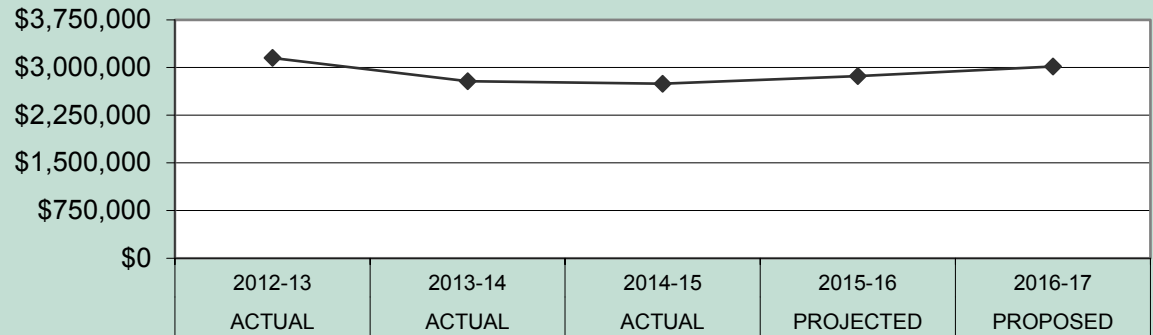
Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>9</b>	<b>Town Planning Charges</b>	862	17,136	51,286	44,000	50,510	125,000	05-20-3139
	Charges to applicants for <u>Planning staff's</u> review of applications.							
<b>10</b>	<b>Planning Services - Charges to Applicants</b>				55,000	55,000	45,000	96-20-3140
	Charges to applicants for Town Planning review of applications.							
<b>11</b>	<b>Geological Services - Charges to Applicants</b>				125,000	125,000	125,000	96-20-3140
	Charges to applicants for Geological Consultant's review of applications.							
<b>12</b>	<b>Engineering Services - Charges to Applicants</b>				55,000	55,000	60,500	96-20-3140
	Charges to applicants for Engineering Consultant's review of applications.							
<b>13</b>	<b>Attorney Services - Charges to Applicants</b>				25,000	25,000	25,000	96-20-3140
	Charges to applicants for legal review of private applications.							
	<b>Sub-Total - Charges to Applicants</b>	553,214	492,525	509,142	260,000	499,758		96-20-3140
<b>14</b>	<b>Miscellaneous</b>	93,542	8,550	18,005	15,000	35,426	15,000	05-20-3154
<b>15</b>	<b>Appeals</b>					250	-	05-20-3142
	<b>Sub-Total</b>	<b>715,243</b>	<b>598,086</b>	<b>626,363</b>	<b>366,710</b>	<b>633,584</b>	<b>446,365</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Revenue From Taxes



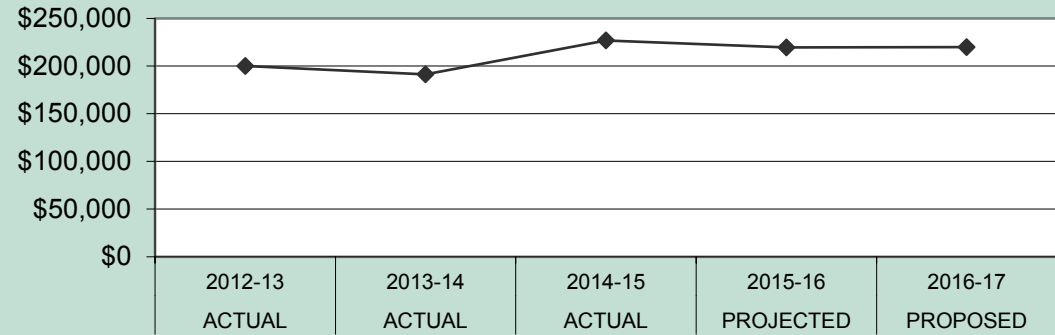
Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1 Property Taxes - Secured</b> Town receives 7% of collected property tax revenues from the County, and a 5% growth rate is projected.	2,471,477	2,095,071	2,227,812	2,366,874	2,384,449	2,503,671	05-22-3160
<b>2 Property Taxes - Unsecured</b> Non-property fixed assets (boats, airplanes, capital equipment, etc).	48,236	86,837	89,960	96,180	96,882	101,726	05-22-3162
<b>3 Sales &amp; Use Tax</b>	414,914	328,675	181,914	172,000	181,204	208,000	05-22-3164
<b>4 Business License Tax</b>	66,180	124,163	114,134	105,000	101,971	100,000	05-22-3166
<b>5 Real Property Transfer Tax</b> Transaction tax charged when private property transfers.	138,081	148,503	116,803	115,000	101,194	100,000	05-22-3168
<b>6 Miscellaneous Other Taxes</b>	12,219	1,381	15,797	2,000	-	2,000	05-22-3170
<b>Sub-Total</b>	<b>3,151,107</b>	<b>2,784,630</b>	<b>2,746,421</b>	<b>2,857,054</b>	<b>2,865,700</b>	<b>3,015,397</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



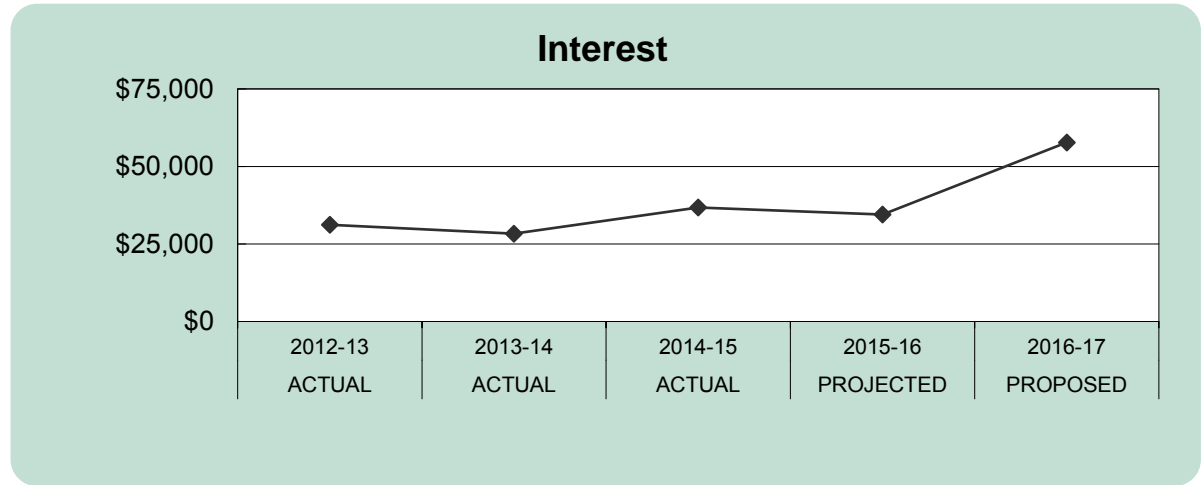
## Town Center Facilities



Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1</b>	<b>Community Hall / Activity Room Rentals</b>	34,465	11,598	20,757	14,000	17,600	16,000	05-24-3184
	Facilities are available for private use by residents 24 times per calendar year.							
<b>2</b>	<b>Parking Lot &amp; Field Rentals</b>	9,687	6,230	1,879	4,000	2,000	4,000	05-24-3188
	Short term rentals of the Town Center parking lot for private parties and events by residents.							
<b>3</b>	<b>Class Fees</b>	156,019	173,512	204,247	200,000	200,000	200,000	05-24-3190
	Four activity rooms available. This revenue is offset by instructor fees, see page 28.							
	<b>Sub-Total</b>	<b>200,171</b>	<b>191,340</b>	<b>226,883</b>	<b>218,000</b>	<b>219,600</b>	<b>220,000</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1 Interest</b>	15,818	9,754	11,714	34,000	34,500	57,750	05-26-3200
The Town's reserves are invested in the State Local Agency Investment Fund, with an average effective yield for the month of April 2016 of .525%.							
<b>2 Interest - Restricted</b>	15,399	18,572	25,000				
Allocated quarterly based on average cash balances.							
<b>Sub-Total</b>	<b>31,217</b>	<b>28,326</b>	<b>36,714</b>	<b>34,000</b>	<b>34,500</b>	<b>57,750</b>	

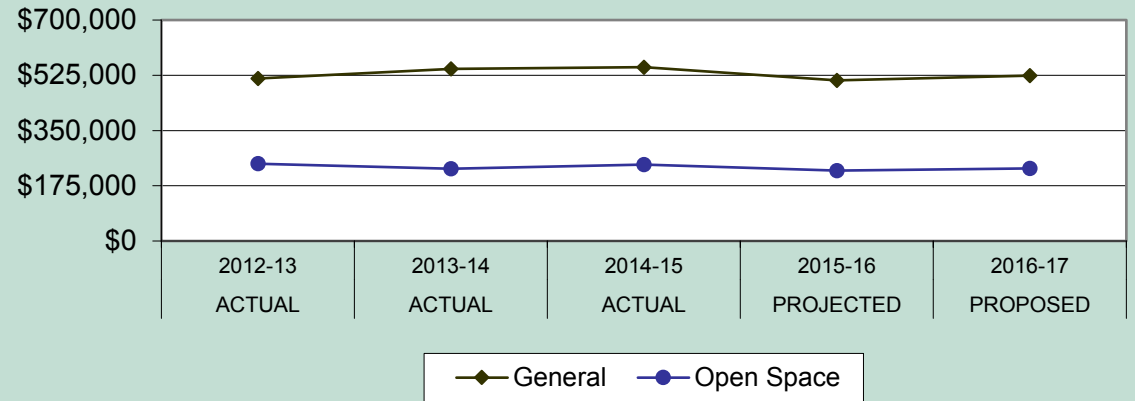


# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Utility Users Tax



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 General Purpose Use</b>							
Based on utility revenues generated in Town. Nov 2006 election lowered to 4.5%.							
Electricity and Gas	337,678	341,226	327,801	325,000	325,120	334,874	05-28-3220
Telephone	23,847	24,233	26,477	27,200	24,572	25,309	05-28-3222
Water	183,930	185,279	160,899	157,000	159,192	163,968	05-28-3224
<b>Sub-Total General Purpose Use Tax</b>	<b>545,455</b>	<b>550,738</b>	<b>515,177</b>	<b>509,200</b>	<b>508,884</b>	<b>524,151</b>	
<b>2 Open Space Use</b>							
2% applied to total utility revenues generated by Town residents and businesses. Use restricted for the preservation and purchase of open space. Originally approved by the voters in November 1997.							
Electricity and Gas	150,045	151,649	145,678	143,000	144,278	148,606	15-28-3220
Telephone	10,634	10,773	11,782	12,400	12,143	12,507	15-28-3222
Water	81,748	82,347	71,512	70,000	66,642	68,641	15-28-3224
<b>Sub-Total Open Space Use Tax</b>	<b>242,427</b>	<b>244,769</b>	<b>228,971</b>	<b>225,400</b>	<b>223,063</b>	<b>229,755</b>	
<b>Sub-Total</b>	<b>787,882</b>	<b>795,507</b>	<b>744,149</b>	<b>734,600</b>	<b>731,947</b>	<b>753,905</b>	

# EXPENDITURES

<b>Administration &amp; Operations</b> .....	37	<b>Parks &amp; Recreation Operations</b> .....	42
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Benefits		Portable Lavatories	
<b>Committees &amp; Commissions</b> .....	38	Special Events Insurance	
Bicycle, Pedestrian & Traffic Safety		Instructors	
Cable & Utilities Undergrounding		<b>Public Works Operations</b> .....	43
Conservation		Public Road Surface & Drainage	
Community/Volunteer Events		Street Sweeping and ROW Maintenance	
Cultural Arts		ROW Tree Trimming & Mowing	
Emergency Preparedness		Litter Cleanup	
Historic Resources		Tools and Equipment	
Open Space Acquisition Advisory		Street Signs & Striping	
Parks & Recreation		Trails Surface Rehabilitation	
Science & Nature		C-1 Trail Maintenance	
Sustainability		Storm Damage/Emergency Repairs	
Trails & Paths		<b>Service Agreements</b> .....	44
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<b>Consultant Services</b> .....	39	San Mateo County Sheriff's Office, COPS	
Accounting & Auditing		Emergency Services Council JPA	
Town Attorney		NPDES – Stormwater Program	
Transcription		<b>Services &amp; Supplies</b> .....	45
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Engineer		Liability Insurance	
Planner		Office Supplies	
Plan Check		Town Publications	
Miscellaneous Consultants		Web Site Hosting & Spam Filtering	
<b>Miscellaneous</b> .....	41	Office Equipment – Maintenance & Repairs	
Contingency		Equipment Services Contracts	
Community Services		Postage	
H.E.A.R.T. JPA		Telephones and Wi-Fi	
Risk Management Programs		Advertising	

- Dues
- Education & Training
- Mileage Reimbursement
- Utilities
- Fire Prevention / Wood Chipping
- Vehicle Maintenance
- Miscellaneous
- Bank Fees
- Sustainability Series
- Town Center Facilities.....48
  - Building Maintenance Equipment & Supplies
  - Landscape Supplies & Services
  - Janitorial Services
  - Mechanical Systems Maintenance/Repair
  - Repairs/Vandalism
  - Property Insurance
- Capital Improvements Program.....49

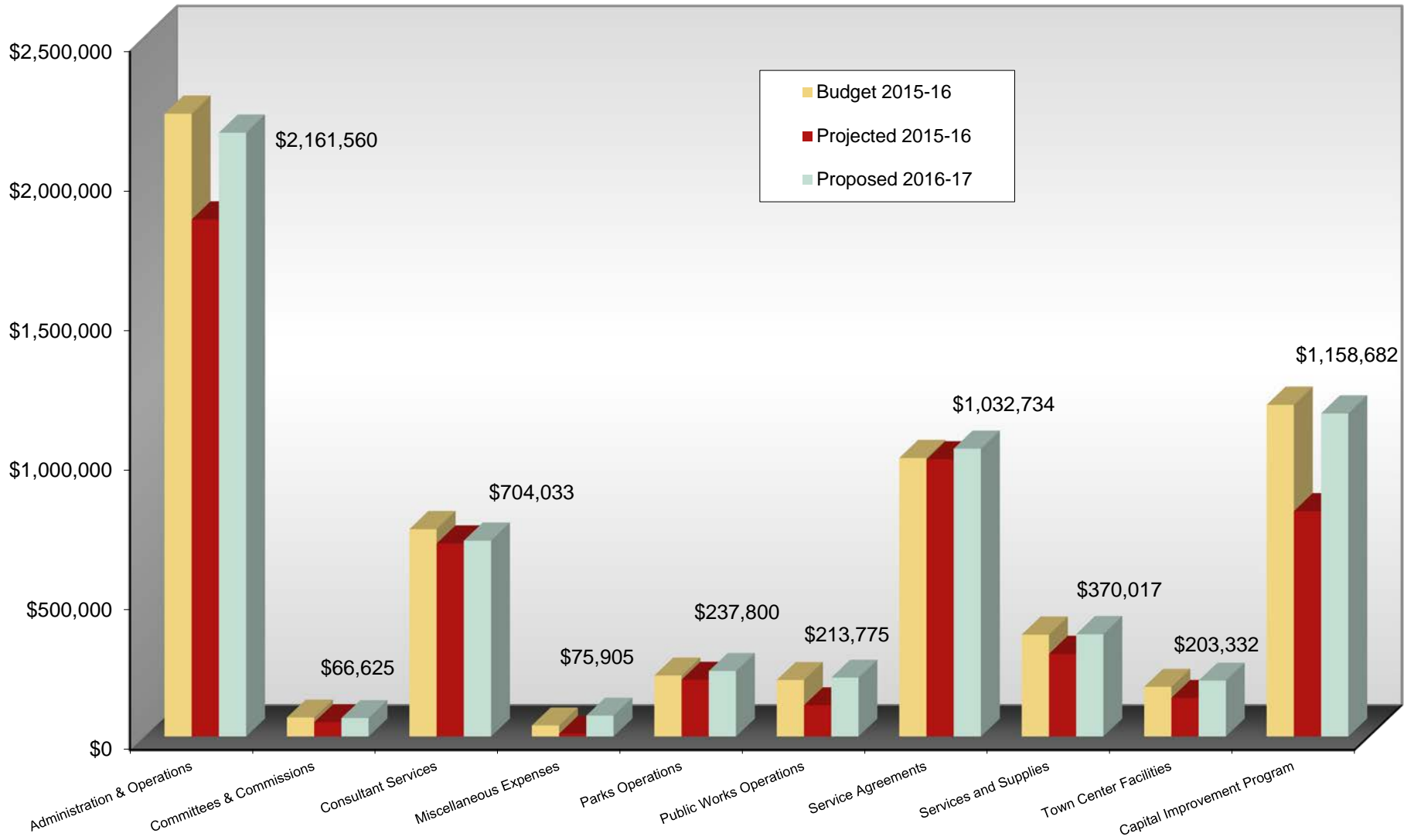
## Town of Portola Valley 2016-17 Total Expenditures Budget Summary

Expenditures	2015-16 Adopted Budget	2015-16 Projected at Year End
Administration & Operations	2,229,393	1,851,545
Committees & Commissions	69,000	51,818
Consultant Services	745,345	693,916
Miscellaneous Expenses	40,100	10,017
Parks Operations	221,600	206,507
Public Works Operations	205,500	113,623
Service Agreements	999,543	994,454
Services and Supplies	368,455	299,575
Town Center Facilities	180,700	140,535
<b>Subtotal</b>	<b>5,059,636</b>	<b>4,361,990</b>
<b>Capital Improvement Program</b>		
Programs	1,189,500	809,308
Equipment	35,000	-
<b>Subtotal</b>	<b>1,224,500</b>	<b>809,308</b>
<b>Grand Total</b>	<b>6,284,136</b>	<b>5,171,298</b>

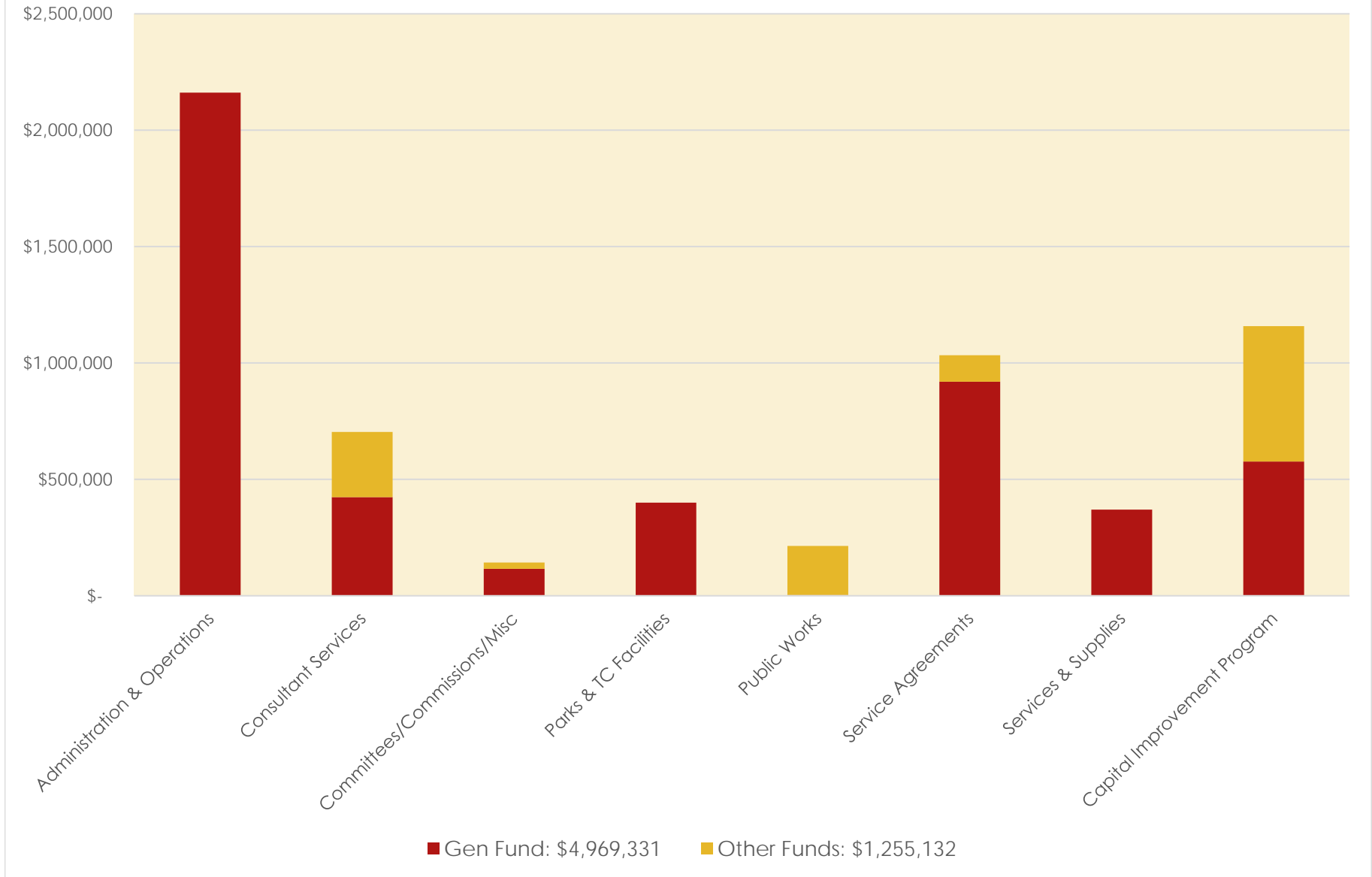
2016-17 Proposed Budget	\$ / Change per Projected Year End	%/Change per Adopted 15-16 Budget	%/Change per Projected Year End
2,161,560	310,016	(3.04)	16.74
66,625	14,807	(3.44)	28.57
704,033	10,117	(5.54)	1.46
75,905	65,888	89.29	657.76
237,800	31,293	7.31	15.15
213,775	100,152	4.03	88.14
1,032,734	38,280	3.32	3.85
370,017	70,441	0.42	23.51
203,332	62,797	12.52	44.68
<b>5,065,781</b>	<b>703,791</b>	<b>0.12</b>	<b>16.13</b>
1,081,682	272,374	(9.06)	33.66
77,000	77,000	120.00	-
<b>1,158,682</b>	<b>349,374</b>	<b>(5.38)</b>	<b>43.17</b>
<b>6,224,463</b>	<b>1,053,165</b>	<b>-1%</b>	<b>20%</b>



## 2015-16 Budget/Projected Exps. vs 2016-17 Proposed Expenditures



## 2016-17 Proposed Expenditures: \$6,224,463

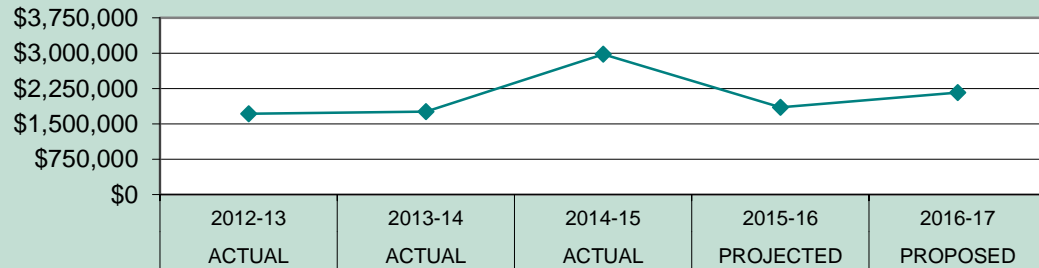


# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Administration and Operations



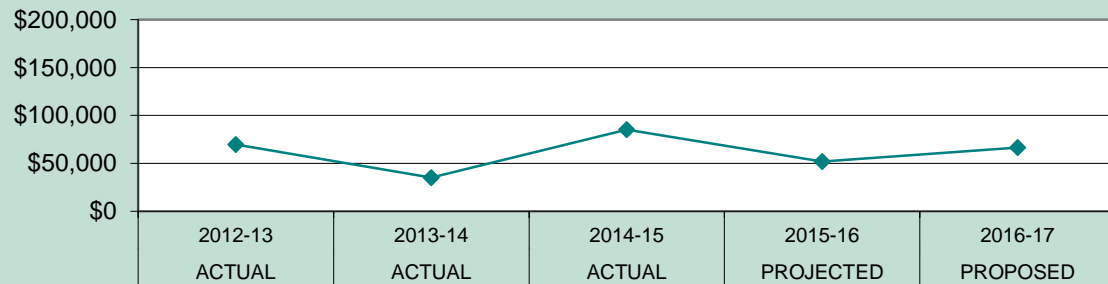
Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 Permanent Full-Time Staff (15)</b>							
Administration/Finance (6)	463,553	501,630	542,078	564,767	520,066	601,558	
Planning/Building/Public Wks (6)	384,978	519,508	596,785	696,218	522,899	712,472	
Maintenance (3)	184,771	131,835	135,631	242,365	109,762	194,764	
<b>2 Permanent Part-Time Staff</b>							
Administrative (2) (Intern/Admin Staff)	-	-	360	40,000	34,093	40,000	05-50-4058
Horsekeeping (Bldg Official as of Feb-2014)	704	429	-	-	-	-	05-50-4044
<b>3 Temporary Staff</b>							
Building Inspection (Contractor)	8,697	12,886	180,405	10,000	111,008	10,000	05-50-4062
Temporary Planning/Admin Staff	160,191	39,167	36,524	35,000	14,589	-	05-50-4060
<b>4 Benefits</b>							
Retirement - PERS (06/30/15 payment to reduce unfunded liability (\$907,699))	170,993	180,467	1,119,396	225,746	167,547	199,613	05-50-4080
Retirement - Social Security	62,635	66,777	73,600	86,028	61,860	83,576	05-50-4082
Medicare	15,265	17,196	19,000	22,570	18,036	22,008	05-50-4084
Health Insurance/Retiree Service Charges	209,065	231,573	177,202	220,866	190,046	187,107	05-50-4086
Health Insurance/Dental & Vision	-	-	22,178		22,449	25,403	05-50-4090
Long-Term Disability Insurance	-	-	3,267	3,500	3,055		05-50-4091
Unemployment/Workers' Compensation	41,981	20,380	14,397	20,000	21,973	22,413	05-50-4092
Cafeteria Plan Management (FSA)	-	1,000	1,000	1,000	1,000	1,000	05-50-4097
Automobile Allowance	6,000	9,000	10,150	13,200	6,400	9,000	05-50-4096
Overtime	868	10,243	7,830	8,000	5,457	7,000	05-50-4100
Tuition Reimbursement	-	-	6,000	3,000	3,000	6,000	05-50-4104
Town-Paid Deferred Compensation	-	-	8,358	17,133	14,361	17,647	05-50-4098
<b>5 Vacation Sell Back</b>	4,951	15,609	22,386	20,000	23,943	22,000	05-50-4102
<b>Sub-Total</b>	<b>1,714,652</b>	<b>1,757,700</b>	<b>2,976,547</b>	<b>2,229,393</b>	<b>1,851,545</b>	<b>2,161,560</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Committees and Commissions



Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
1	<b>Bicycle, Pedestrian and Traffic Safety</b>	2,429	100	-	500	500	750	05-52-4143
2	<b>Cable and Utilities Undergrounding</b>	-	-	-	1,650	-	500	05-52-4142
3	<b>Conservation</b>	1,185	1961	830	3,950	3,000	3,125	05-52-4144
4	<b>Community Volunteer Events</b>							
	Blues & Barbecue (suspended in 2014)	34,926	-	-	-	-	-	05-52-4146
	Fiftieth Anniversary Party		624	37,290	-	-	-	
	Town Picnic (line item moved to Parks & Rec 2014-15)	17,182			-	-	-	05-52-4147
	Holiday Party		18,736	11,576	12,000	11,169	13,000	05-52-4147
5	<b>Cultural Arts</b>	5,213	3,234	4,751	6,000	5,500	6,850	05-52-4150
	Holiday Fair, Summer Concerts, Lecture Series							
6	<b>Emergency Preparedness</b>	2,811	4,931	7,747	8,100	8,100	10,500	05-52-4152
	Includes cost of microwave line to County, emergency supplies and radio-related costs.							
7	<b>Historic Resources</b>	1,779	1,013	2,114	4,300	846	5,750	05-52-4154
8	<b>Open Space Acquisition Advisory</b>	-	-	102	500	-	500	05-52-4156
9	<b>Parks and Recreation</b>							
	Town Picnic (line item moved to P&R 2014-15)	-	-	7,878	11,000	11,000	11,000	05-52-4158
	Zots to Tots Run	1,794	1,900	3,612	3,000	3,000	3,000	05-52-4158
10	<b>Science and Nature</b>	227	360	398	1,000	1,204	1,000	05-52-4163
11	<b>Sustainability</b>	2,084	2,317	5,136	9,000	-	-	05-52-4165
12	<b>Trails &amp; Paths</b>	-	-	306	2,500	2,500	4,000	20-60-4270
13	<b>Water Conservation</b>	-	-	3,455	5,500	5,000	6,650	05-52-4168
	<b>Sub-Total</b>	<b>69,630</b>	<b>35,176</b>	<b>85,194</b>	<b>69,000</b>	<b>51,818</b>	<b>66,625</b>	

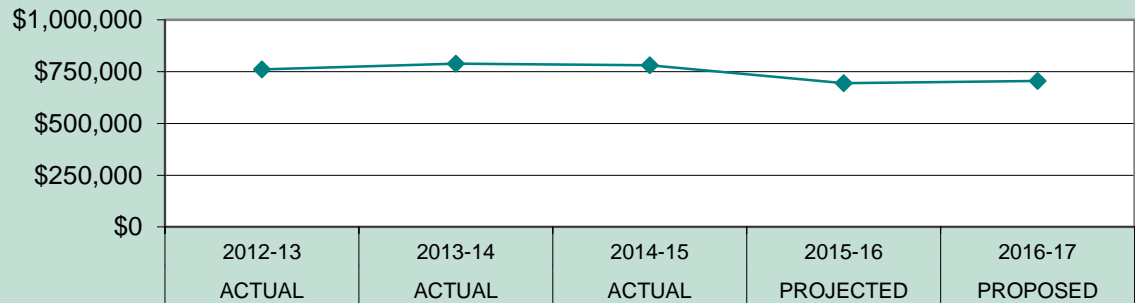


# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Consultant Services



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 Accounting and Auditing</b>	23,451	24,148	26,276	27,345	29,084	30,200	05-54-4180
Preparation of the Town's annual audit and other accounting services. Expenditures for Community Hall audit is located at Town Center Facilities.							
<b>2 Town Attorney</b>	99,123	116,135	131,304	125,000	95,848	125,000	05-54-4182
Town Attorney is appointed by the Town Council to provide legal advice to the Town Council, committees, and staff.							
<b>3 Town Attorney - Charges to Applicants</b>	36,034	14,888	14,844	25,000	12,378	25,000	96-54-4186
Charges to applicants for legal reviews of applications. Paid through the applicant deposit system.							
<b>4 Transcription Services</b>	25,549	21,367	16,938	20,000	11,120	20,000	05-54-4188
Cost to transcribe the proceedings of the Town Council and Planning Commission meetings.							
<b>5 Town Geologist</b>	2,717	3,993	14,981	16,000	1,856	16,000	05-54-4189
The Town Geologist is retained to provide geology reviews and to provide advice to the Town Council and staff.							
<b>6 Town Geologist - Charges to Applicants</b>	76,972	98,188	122,551	125,000	125,000	125,000	96-54-4190
Charges to applicants for geological consultant reviews of applications. Paid through applicant deposit system.							

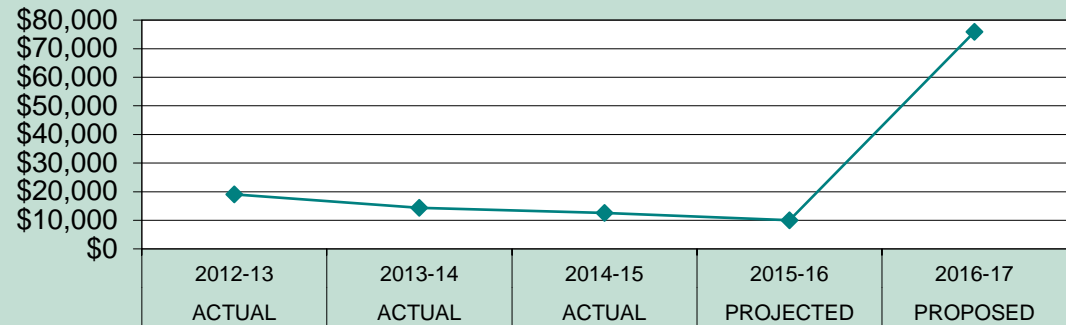
Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
7	<b>Engineer Services</b> This provides backup consulting to the Town Engineer (e.g., traffic analysis, surveying, NPDES).	14,800	95	3,373	25,000	690	25,000	5/20-54-4192
8	<b>Engineer - Charge to Applicants</b> Charges to applicants for engineering consultant review of applications. Public Works inspections paid through applicant deposit system.	17,900	42,749	45,882	55,000	75,457	60,500	96-54-4194
9	<b>Planner</b> Contract planning services as needed.	142,787	124,668	93,585	50,000	-	20,000	05-54-4196
10	<b>Planner - Charge to Applicants</b> Charges to applicants for planning consultant reviews of applications. Paid through applicant deposit system.	202,962	165,456	62,874	55,000	125,114	45,000	96-54-4198
11	<b>Plan Check</b> Services provided to review building department plans submitted by applicants for consistency with conditions and codes.	82,407	126,015	91,559	100,000	98,664	100,000	05-54-4200
12	<b>Miscellaneous Consultants</b>							
	Peelle - Scanning & Indexing Town Documents				6,000	28,830	3,500	05-54-4208
	Lynx Tech - GIS Training, Updates, Completion of General Plan Diagrams	4,214	8,672	8,351				05-54-4208
	Public Information Consultant (shared)			65,000	40,000	4,317	8,500	05-54-4215
	Website/IT Consulting & Training Services	18,740	23,510	25,826	26,000	25,333	25,333	05-54-4216
	Master Plan Update						65,000	05-54-4214
	Other Consultants						10,000	05-54-4214
	<b>Sub-Total Miscellaneous Consultants</b>	12,550	18,210	56,237	50,000	60,225	112,333	05-54-4214
	<b>Sub-Total</b>	<b>760,206</b>	<b>788,094</b>	<b>779,580</b>	<b>745,345</b>	<b>693,916</b>	<b>704,033</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Miscellaneous Expenses



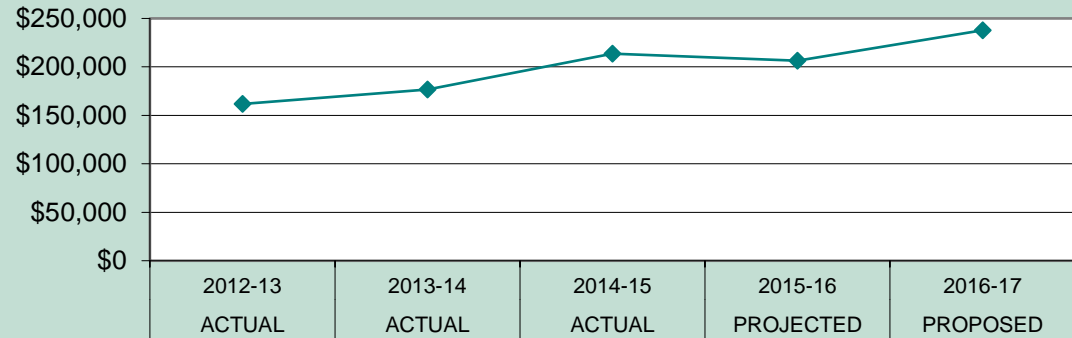
Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODE
<b>1</b>	<b>Contingency</b>	-	-	-	30,000	-	30,000	05-56-4220
	Contingency funding provides for unexpected funding needs; cannot be spent without Town Council authorization.							
<b>2</b>	<b>Community Services</b>							05-56-4222
	Heart Investment Project						3,000	
	Joint Venture						1,000	
	Pennisula Conflict Resolution						525	
	Sustainable San Mateo County						2,500	
	HIP Housing						3,000	
	Housing Outreach Team						2,763	
	Citizens Emergency Response Preparedness Program						5,000	
	<b>Sub-Total Community Services</b>	11,000	10,000	7,000	7,000	7,000	17,788	
<b>3</b>	<b>H.E.A.R.T. JPA</b>	1,432	1,432	1,432	1,500	1,432	1,500	05-56-4223
	For participation in endowment to create a regional approach to affordable housing.							
<b>4</b>	<b>Risk Management Programs (grant funded)</b>	6,602	2,872	4,086	1,600	1,585	1,617	08-56-4221
<b>5</b>	<b>Beverage Container Recycling Programs - Cal Recycle</b>						25,000	08-56-4222
	<b>Sub-Total</b>	<b>19,034</b>	<b>14,304</b>	<b>12,518</b>	<b>40,100</b>	<b>10,017</b>	<b>75,905</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Parks & Recreation Operations



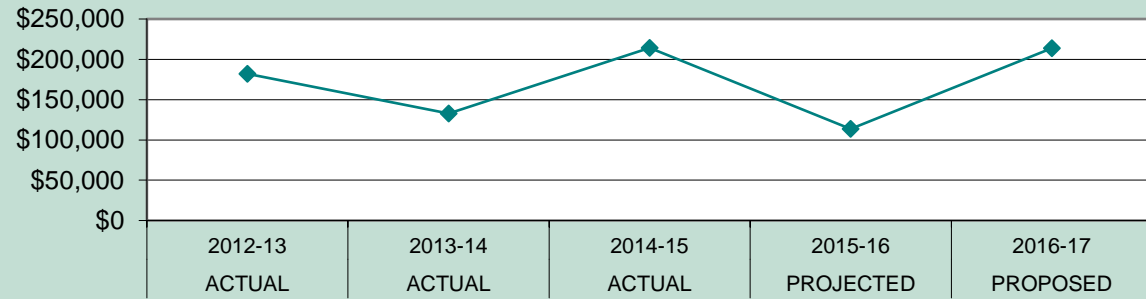
Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1</b>	<b>Parks and Fields Maintenance</b>	30,605	33,082	46,112	56,400	48,755	72,300	05-58-4240
	Maintenance cost for all Town-owned playing fields and parks.							
<b>2</b>	<b>Portable Lavatories</b>	3,169	3,295	3,147	3,000	3,152	3,300	05-58-4244
	Portables at both Rossotti and Ford playing fields.							
<b>3</b>	<b>Instructors</b>	124,505	138,167	162,283	160,000	153,100	160,000	05-58-4246
	Percentage of fees (80%) remitted to instructors from classroom revenues.							
<b>4</b>	<b>Special Event Insurance</b>	3,472	2,190	2,200	2,200	1,500	2,200	05-58-4338
	<b>Sub-Total</b>	<b>161,751</b>	<b>176,733</b>	<b>213,742</b>	<b>221,600</b>	<b>206,507</b>	<b>237,800</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Public Works Operations



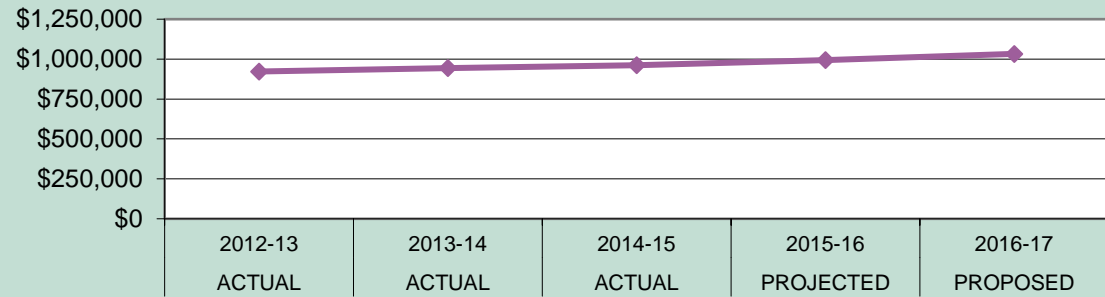
Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 Public Road Surface &amp; Drainage Maintenance</b>	38,745	14,563	21,100	35,000	9,756	35,000	20-60-4260
<b>2 Street Sweeping</b>	21,187	18,451	19,110	22,000	18,117	20,000	20-60-4262
<b>3 Right of Way Tree Trimming &amp; Mowing Program</b>	35,030	42,075	53,282	60,000	51,268	70,000	20-60-4264
<b>4 Public Right of Way Litter Clean-up Program</b>	9,731	-	6,370	10,500	10,441	10,775	22-60-4266
<b>5 Tools and Equipment</b> Includes safety garments, hand tools, and small mowers.	2,788	985	2,642	3,000	3,803	3,000	05-60-4267
<b>6 Street Signs &amp; Striping Maintenance</b>	8,209	4,865	9,911	15,000	6,500	15,000	20-60-4268
<b>7 Trail Surface Rehabilitation</b>	44,633	29,775	42,175	40,000	5,000	40,000	20-60-4270
<b>8 Storm Damage/Emergency Repairs</b> Non-disaster related storm damage.	21,569	22,053	59,579	20,000	8,738	20,000	20-60-4271
<b>Sub-Total</b>	<b>181,892</b>	<b>132,768</b>	<b>214,169</b>	<b>205,500</b>	<b>113,623</b>	<b>213,775</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Service Agreements



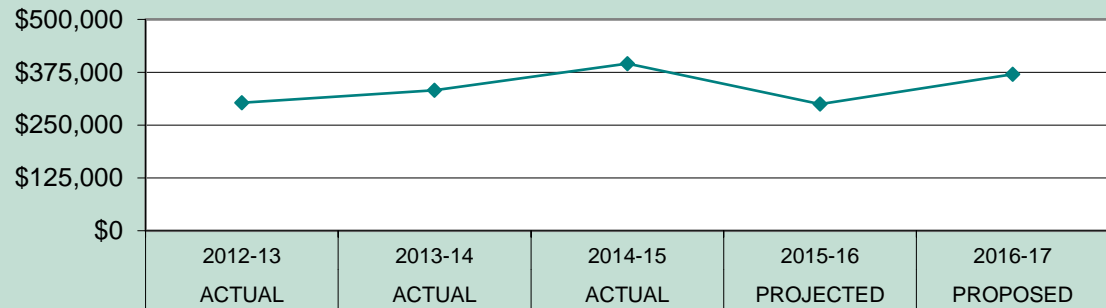
Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 Animal Control</b>	36,099	28,712	20,254	16,000	15,761	18,404	05-62-4280
Animal Control services are provided by the Peninsula Humane Society through a contract with San Mateo County.							
<b>2 San Mateo County Sheriff's Office</b>	616,229	634,716	653,757	692,100	692,100	712,994	05-62-4282
Contract law enforcement through San Mateo County. This is the first year of a three-year agreement.							
<b>3 Additional Traffic Patrols</b>							
Portion funded by Public Safety COPS Grant	100,000	100,000	100,000	100,000	100,000	100,000	30-62-4284
Portion of program to be funded by General Fund.	151,868	129,712	154,206	152,943	154,031	165,681	05-62-4284
Portion of program to be funded by Public Safety Fund.	-	29,712	13,000	18,000	12,218	13,390	10-62-4284
<b>Sub-Total Additional Traffic Patrols</b>						279,071	
<b>4 Emergency Services Council JPA</b>	13,328	13,626	13,848	14,000	15,765	15,765	05-62-4286
<b>5 NPDES Stormwater Program</b>	4,852	6,395	5,826	6,500	4,579	6,500	05-62-4288
Cost of county-wide stormwater discharge permit as mandated by Federal and State legislation.							
<b>Sub-Total</b>	<b>922,376</b>	<b>942,873</b>	<b>960,891</b>	<b>999,543</b>	<b>994,454</b>	<b>1,032,734</b>	

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Services & Supplies



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 Codification</b> Annual codification of the Town's ordinances.	4,624	-	1,987	-	1,832	1,900	05-64-4300
<b>2 Elections</b> Bi-annual Town elections. Funds used to pay County to administer Town elections.	51	6,499	-	5,000	59	-	05-64-4302
<b>3 Liability Insurance/Bonds</b> Town's liability insurance, automobile insurance and officials' bonding. ABAG has increased liability cap from \$10 to \$15 million.	42,075	43,708	39,195	40,000	43,112	46,950	05-64-4304
<b>4 Office Supplies</b> Includes outside printing, purchase of building code books, and various training books. 100% recycled purchasing when possible.	12,651	15,810	15,447	18,000	17,534	18,500	05-64-4308
<b>5 Town Publications</b> Production costs for postcards	12,723	1,818	1,689	4,000	2,600	3,000	05-64-4310
<b>6 Web Site, Spam Filtering, Software subscriptions</b> Includes offsite hosting of Municipal Code, security certificate for website, website hosting, spam filtering services, MS365 subscription, Adobe Creative Cloud.	4,138	18,520	9,334	9,300	9,485	10,300	05-64-4311
<b>7 Office Equipment, Maintenance &amp; Repairs</b> Includes domain server, scheduled computer replacement	12,958	22,592	37,325	14,000	14,000	14,000	05-64-4312

Account Description/Activity		ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>8</b>	<b>Equipment Service Contracts</b>	12,003	14,173	12,019	14,500	11,763	14,500	05-64-4314
	Maintenance agreements for GIS/financial software, postal meter and other service agreements as needed.							
<b>9</b>	<b>Postage</b>	3,190	7,707	6,629	7,000	5,789	7,000	05-64-4316
<b>10</b>	<b>Telephones and Wi-Fi Internet</b>	4,164	4,878	7,022	7,000	15,519	7,000	05-64-4318
	Includes land lines, cell phones, and wi-fi service.							
<b>11</b>	<b>Advertising</b>	8,543	9,141	7,905	9,000	7,279	9,000	05-64-4320
	Legal notices and advertisements.							
<b>12</b>	<b>Dues</b>	21,860	21,284	22,643	26,815	23,596	30,000	05-64-4322
<b>13</b>	<b>Education, Training and Staff Development</b>	4,990	7,450	8,001	13,500	6,833	15,000	05-64-4326
<b>14</b>	<b>Education &amp; Training - Council, Commissions, &amp; Committees</b>	2,075	989	870	5,580	2,507	5,000	05-64-4327
<b>15</b>	<b>Mileage Reimbursement (2016 rate is 0.575/mile)</b>	1,518	2,061	1,676	2,000	1,627	2,000	05-64-4328
<b>16</b>	<b>Utilities</b>							
	PG&E and water expenses for Town Center buildings and fields.							
	PG&E	79,562	74,670	77,854	11,000	11,343	12,000	
	Cal-Water Recreational (Fields & Triangle Park)				65,000	50,700	66,330	25/05-64-4330
	Cal-Water Non-Recreational				3,000	2,500	3,015	
<b>17</b>	<b>Fire Prevention/Wood Chipping/CERPP</b>	29,010	36,473	59,426	64,000	34,700	36,047	05-64-4333
	Includes wood chipping program, annual renewal for Rapid Notify, shared CERPP coordinator and defensible space matching grant program.(see 8-56-4221 - up to \$1600 paid by grant)							
<b>18</b>	<b>Vehicle Maintenance</b>	13,879	13,822	10,657	14,000	6,601	14,000	05-64-4334
	Includes yearly service of all vehicles and fuel costs.							
<b>19</b>	<b>Sustainability Programs</b>	3,636	6,754	4,798	9,000	9,000	27,575	05-64-4335
	Earth Fair, PCE Support, Climate Action Plan 2030, Re-Launch of H2O Tool, Film Series.							
<b>20</b>	<b>Miscellaneous</b>	20,843	12,308	59,943	15,000	10,180	15,000	05-64-4336
<b>21</b>	<b>Bank Fees</b>	8,474	11,434	11,052	11,760	11,017	11,900	05-64-4337
	<b>Sub-Total</b>	<b>302,967</b>	<b>332,092</b>	<b>395,472</b>	<b>368,455</b>	<b>299,575</b>	<b>370,017</b>	

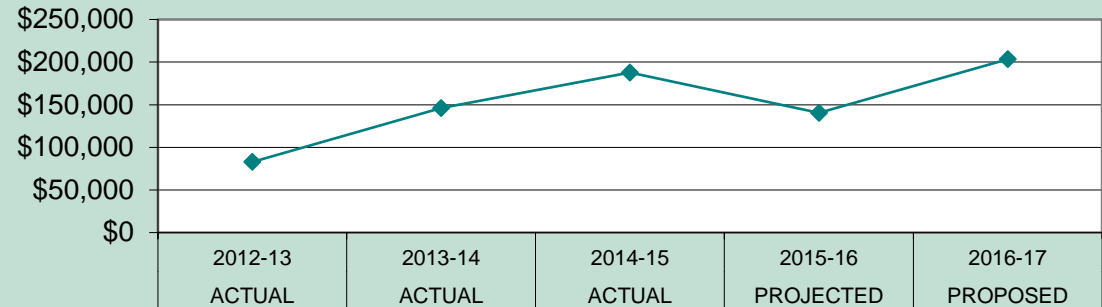


# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



## Town Center Facilities



Account Description/Activity	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	BUDGET 2015-16	PROJECTED 2015-16	PROPOSED 2016-17	ACCOUNT CODES
<b>1 Building Maint Equipment/Supplies - Town Center</b>	7,380	5,817	4,755	10,000	6,315	8,000	05-66-4340
<b>2 Building Maint Equipment/Supplies - Library</b>		2,377	2,456	2,500	5,675	3,300	25-66-4340
<b>3 Community Hall</b>	23,628	33,496	76,328	35,700	31,369	35,000	05-66-4341
Includes purchase of tables, annual piano tuning, post-event janitorial, maintenance costs, deep cleaning and annual usage audit.							
<b>4 Landscape Supplies and Services</b>	19,641	35,322	29,749	43,800	35,320	58,000	05-66-4342
Includes care of native garden, plantings, trees and irrigation.							
<b>5 Janitorial Services - Town Center</b>	5,070	19,985	19,452	25,000	21,000	32,832	05-66-4344
<b>6 Janitorial Services - Library</b>		11,459	10,509	12,000	11,274	19,200	25-66-4344
<b>7 Mechanical Systems Maint/Repairs - Town Center</b>	21,550	17,736	24,331	25,000	9,707	20,000	05-66-4346
<b>8 Mechanical Systems Maint/Repairs - Library</b>		8,838	4,203	12,000	5,504	9,000	25-66-4346
Includes maintenance of electrical, photovoltaic, and dashboard.							
<b>9 Library Maintenance - Staff Support</b>		2,531	6,092	6,700	6,700	10,000	25-66-4351
<b>10 Repairs/Vandalism</b>	-	2,373	3,213	1,000	855	1,000	05-66-4348
<b>11 Property Insurance</b>	5,581	6,284	6,490	7,000	6,816	7,000	05-66-4350
<b>Sub-Total</b>	<b>82,850</b>	<b>146,219</b>	<b>187,578</b>	<b>180,700</b>	<b>140,535</b>	<b>203,332</b>	<b>47</b>

# TOWN of PORTOLA VALLEY

2016-17 BUDGET WORKSHEET



Capital Improvements: Programs		ACCOUNT	ADOPTED	PROJECTED	PROPOSED
Account Description/Activity		CODE	2015-16	2015-16	2016-17
<b>1</b>	<b>Annual Street Resurfacing Program</b>				
	Construction	22-68-4538	65,000	65,000	44,055
		60-68-4538	286,000	281,306	274,523
		65-68-****	0		
		05-68-4538	149,000	39,000	209,422
<b>2</b>	<b>Annual Street Resurfacing - Testing &amp; Inspections</b>	05-68-4538	40,000	30,000	50,000
<b>3</b>	<b>Annual Street Resurfacing - Future Year Design</b>	05-68-4503	40,000	40,000	50,000
<b>4</b>	<b>SMTA Measure A Grant Reimbursement Project - Road widening, retaining wall, planning, specs, estimate</b>				
	Required local match	05-68-4537	128,757	69,515	59,242
	SMTA match	08-68-4537	288,743	169,971	118,772
<b>5</b>	<b>Springdown Open Space Improvement</b>	15-68-4414	15,000	17,087	110,000
<b>6</b>	<b>Storm Drain Inventory/Repairs - Measure M</b>	22-68-4413	35,000	5,000	35,000
	Replacement and repairs				
<b>7</b>	<b>Donor Funded Improvements - Remaining Reserve Funds</b>				
	Funds used as improvements are necessary				
	Ford Field Improvements	05-68-4531	47,000	12,430	34,570
	Crowder Trail Improvements	05-68-4532	15,000	5,000	76,098
<b>8</b>	<b>Permit Tracking Software</b>	05-68-4539	80,000	75,000	5,000
<b>9</b>	<b>Recreation Software</b>				8,000
<b>10</b>	<b>Earthquake Information Management Software</b>				7,000
	<b>Sub-Total</b>		<b>1,189,500</b>	<b>809,308</b>	<b>1,081,682</b>

**TOWN of  
PORTOLA VALLEY**  
2016-17 BUDGET WORKSHEET



Capital Improvements: Equipment		ADOPTED	PROJECTED	PROPOSED	ACCOUNT
Account Description/Activity		2015-16	2015-16	2016-17	CODES
1	Vehicle for Planning & Code Enforcement	35,000	-	30,000	05-70-4481
2	Integrated Audio-Visual System for Conference Room, Community Hall and Schoolhouse			20,000	05-70-4480
3	Plotter			2,000	05-70-4480
4	Ergo Evaluation/Equipment			5,000	05-70-4480
5	Library Capital Improvements			20,000	
	<b>Sub-Total</b>	<b>35,000</b>	<b>-</b>	<b>77,000</b>	

#4

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

#5

There are no written materials for Town Manager Report

## **TOWN COUNCIL WEEKLY DIGEST**

**Friday – May 27, 2016**

---

1. Agenda (Action) – Town Council – Monday, May 25, 2016
2. Agenda – Finance Committee - Tuesday, May 31, 2016
3. Agenda – Bicycle, Pedestrian & Traffic Safety Committee – Wednesday, June 1, 2016
4. Agenda – Planning Commission – Wednesday, June 1, 2016
5. Monthly Meeting Schedule – June 2016
6. Report from San Mateo County Sheriff's Office – Incident Log for 5/9/16 – 5/15/16

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

1. Invitation to 82<sup>nd</sup> Annual San Mateo County Fair: June 11<sup>th</sup> – 19<sup>th</sup>
2. League of California Cities – 2016 Annual Conference & Expo, October 5 – 7, 2016
3. Lawrence Berkeley National Laboratory - Invitation to attend Cleantech Pitchfest Event



# TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council  
 Wednesday, May 25, 2016  
 Historic Schoolhouse  
 765 Portola Road, Portola Valley, CA 94028

## ACTION AGENDA

### 7:00 PM - CALL TO ORDER AND ROLL CALL

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

**Absent: Councilmember Wengert**

### ORAL COMMUNICATIONS

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

None

### 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** – Town Council Meeting of May 11, 2016

**Approved as Amended 3-0-1 Councilmember Aalfs abstained**

2. **Approval of Warrant List** – May 25, 2016

3. **Recommendation by Administrative Services Manager** – Consultant Services Agreements Between the Town of Portola Valley and

- (a) CleanStreet for Street Sweeping Services
- (b) Cotton, Shires & Associates, Inc. for Geologic Services
- (c) CSG Consultants, Inc. for building Plan Review/Inspection Services

4. **Recommendation by Sustainability and Special Projects Manager** – Adoption of a Resolution Allowing a Rate Increase under the Franchise for Collection of Garbage, Recyclables and Compostable Materials between the Town of Portola Valley and GreenWaste Recovery, Inc.

- (a) A Resolution of the Town Council of the Town of Portola Valley Allowing a Rate Increase Under the Franchise Agreement for Collection of Garbage, Recyclables and Compostable Materials Between the Town of Portola Valley and GreenWaste Recovery, Inc. (Resolution No. 2691-2016)

5. **Recommendation by Sustainability and Special Projects Manager** – Adoption of a Resolution Authorizing Submittal of Application for CalRecycle Payment Programs and Related Authorizations

- (a) A Resolution of the Town Council of the Town of Portola Valley Authorizing Submittal of Application for Payment Programs and Related Authorizations (Resolution No. 2692-2016)

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

### REGULAR AGENDA

### STAFF REPORTS AND RECOMMENDATIONS

6. **Recommendation by Sustainability and Special Projects Manager** – Adoption of a Resolution Authorizing and Approving Automatically Enrolling its Ratepayers in the Highest Renewable Energy Portfolio Being Offered by Peninsula Clean Energy

- (a) A Resolution of the Town Council of the Town of Portola Valley Authorizing and Approving Automatically Enrolling all of its Ratepayers in the Highest Renewable Energy Portfolio being offered by Peninsula Clean Energy (Resolution No. 2693-2016)

Council approved automatically enrolling all of its ratepayers in the Highest Renewable Energy Portfolio being offered by Peninsula Clean Energy 4-0

#### **7. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

**Report by Town Council Members** – Brief announcements or reports on items of significance for the entire Town Council arising out of 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 Aalfs** – Attended two ASCC meetings, where was a discussion of Glenn Oaks project six housing workforce housing for six employees and remodels on two new houses.

**Councilmember Richards** – Attended an Emergency Preparedness Committee meeting that received a recap on the recent emergency wildland fire drill. The Committee is preparing for the Town Picnic and discussed ownership of the emergency supply containers located at The Priory. The May 12th Cultural Arts Committee did not reach a quorum.

**Vice Mayor Hughes** – The May 12th Cable Committee did not reach a quorum. The Town Center Master Plan Update Committee heard a report from the library with their requests and discussed the list of priorities from public outreach, discussed next steps, which includes a report to the Town Council. Vice Mayor Hughes attended a PCE Board meeting, in Councilmember Aalfs absence where the CEO was appointed. A launch party for PCE has been scheduled at Filoli on October 9, 2016 (tentative date). Attended the ABAG General Assembly meeting where the MTC/ABAG merger was discussed. The Assembly approved a minor variation to the recommendation by ABAG staff.

**Mayor Derwin** – Attended a Resource Management Climate Protection meeting. Adrienne Carr from BAWSCA reported as of May 18th we had 75% of the average snowpack. The Governor gave the executive order in response to the state's drought. The State Board released their proposal to amend the regulations to be based on local water supply and demand conditions. Also discussed were "Advanced Water Meters." Mayor Derwin attended a C/CAG meeting that discussed transportation related items. Attended a HEART Board meeting, C/CAG Finance Committee meeting the Bay Area Council Conference. The meet and greet held at Robert's Market with the Mayor and Supervisor Horsley was a great success.

**Town Manager Dennis** reported on the recent release of the FAA report. Noted the Woodside / Ladera / Portola Valley is experiencing a rash of mail thefts. Town Manager Dennis and staff continue to work on the budget. Town Manager Dennis and Woodside Town Manager Kevin Bryant met with PGE regarding the Portola Road closure and lack of warning for both towns. Staff is hoping to make an announcement on a hire for the Associate or Senior Planner position. The SOD Blitz was a great success. Town Manager Dennis reached out to all Committee and Commission Chairs regarding volunteer needs to work the EOC in staff's absence or for staff relief. The Town Picnic is scheduled for June 4th. Staff will be displaying quotes from the General Plan at Town Hall. New intern Adrienne Smith, will be helping with sustainability and planning projects.

#### **8. Town Manager Report**

#### **WRITTEN COMMUNICATIONS**

9. **Town Council Digest** – May 13, 2016

10. **Town Council Digest** – May 20, 2016

#### **ADJOURNMENT: 8:10 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**  
***Finance Committee***  
**Tuesday, May 31, 2016 – 5:30 PM**  
**Town Hall Conference Room**  
**765 Portola Road, Portola Valley, CA**

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**AGENDA**

1. Call to Order
2. Oral Communication
3. Approve minutes from January 19, 2016 meeting
4. New Business:
  - FY 2016-17 Draft Budget Review
  - Emergency Operations Center (EOC) Backup
5. Old Business:
  - Status of Committee recommendation to Town Council for November 2016 ballot measure for flexible UUT tax rate for general fund
  - Scheduling Options for special meeting of Committee to review initial investment account implementation
6. Adjournment



**TOWN OF PORTOLA VALLEY**  
**Bicycle, Pedestrian and Traffic Safety**  
**Committee Meeting**  
**Wednesday, June 1, 2016 – 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 May 11, 2016 special 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:
6. Traffic & Pedestrian Safety Matters
  - 1) Review of parking measures, temporary signage, etc., pertaining to Windy Hill access from Portola Road
  - 2) Los Trancos Road Crosswalk report
  - 3) Traffic queues at Arastradero Road and Alpine Road Intersection - Update
7. General Items:
  - 1) Annual Committee Report: Preparation, request for notification of due date
8. Update on 2016 Outreach, events & teaching programs:
  - 1) Library event with Bay Area Bike Mobile - discuss possible dates and times
  - 2) Town Picnic
9. Matters Arising:
10. Time & Date for July 2016 meeting
11. Adjournment



**TOWN OF PORTOLA VALLEY  
REGULAR PLANNING COMMISSION MEETING  
Wednesday, June 1, 2016 – 7:00 p.m.  
Council Chambers (Historic Schoolhouse)  
765 Portola Road, Portola Valley, CA 94028**

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**7:00 PM – REGULAR AGENDA**

1. Call to Order:
  2. Roll Call: Commissioners McKitterick, Targ, Von Feldt, Vice-Chair Gilbert, Chair Hasko
  3. Oral Communications:  
  
Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.
  4. New Business:
    - a. Amendments to Title 15 (Buildings and Construction), Chapter 15.10 (Green Building) of the Portola Valley Municipal Code – Green Building Ordinance (Staff: B. de Garmeaux)
  5. Commission, Staff, Committee Reports and Recommendations:
    - a. Emergency Operations Center Back-Ups
  6. Approval of Minutes: May 18, 2016
  7. Adjournment:
- 

**ASSISTANCE FOR PERSONS WITH DISABILITIES**

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

**AVAILABILITY OF INFORMATION**

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

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley branch of the San Mateo County Library located at Town Center.

**PUBLIC HEARINGS**

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

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

Date: May 27, 2016

CheyAnne Brown  
Planning Technician

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# Town of Portola Valley

Town Hall: 765 Portola Road, Portola Valley, CA 94028 Tel: (650) 851-1700 Fax: (650) 851-4677

## **JUNE 2016 MEETING SCHEDULE**

Note: **Unless otherwise noted below and on the agenda, all meetings take place in the Historic Schoolhouse**, located at 765 Portola Road, Portola Valley, CA

**TOWN COUNCIL – 7:00 PM** (Meets 2<sup>nd</sup> & 4<sup>th</sup> Wednesdays)

Wednesday, June 8, 2016

Wednesday, June 22, 2016 (Special Joint Town Council / Emergency Preparedness Committee)

**PLANNING COMMISSION – 7:00 PM** (Meets 1<sup>st</sup> & 3<sup>rd</sup> Wednesdays)

Council Liaison – Ann Wengert (for months April, May, June)

Wednesday, June 1, 2016

Wednesday, June 15, 2016

**ARCHITECTURAL & SITE CONTROL COMMISSION - 7:00 PM** (Meets 2<sup>nd</sup> & 4<sup>th</sup> Mondays)

Council Liaison – Jeff Aalfs (for months April, May, June)

Monday, June 13, 2016

Monday, June 27, 2016

**BICYCLE, PEDESTRIAN & TRAFFIC SAFETY COMMITTEE – 8:15 AM** (Meets 1<sup>st</sup> Wednesday of every month)

Council Liaison – Craig Hughes

Wednesday, June 1, 2016

**CABLE & UTILITIES UNDERGROUNDING COMMITTEE – 8:15 AM** (Meets 2<sup>nd</sup> Thursday in months January, June and September)

Council Liaison – Craig Hughes

**CONSERVATION COMMITTEE – 7:30 PM** (Meets 4<sup>th</sup> Tuesday)

Council Liaison – John Richards

Tuesday, June 28, 2016

**CULTURAL ARTS COMMITTEE** – (Meets 2<sup>nd</sup> Thursday of every month)

Council Liaison – John Richards

Thursday, June 9, 2016

**EMERGENCY PREPAREDNESS COMMITTEE – 8:00 AM** (Meets 2<sup>nd</sup> Thursday of every month) in the EOC / Conference Room at Town Hall

Council Liaison – John Richards

Thursday, June 9, 2016

**FINANCE COMMITTEE**

Council Liaison – Ann Wengert

**GEOLOGIC SAFETY COMMITTEE – 7:30 PM**

Council Liaison – Jeff Aalfs  
As announced

**HISTORIC RESOURCES COMMITTEE**

Council Liaison – Jeff Aalfs  
As announced

**NATURE AND SCIENCE COMMITTEE – 5:00 PM** (Meets 2<sup>nd</sup> Thursday of every month) alternate even numbered months

Council Liaison – Jeff Aalfs  
Thursday, June 9, 2016

**OPEN SPACE ACQUISITION ADVISORY COMMITTEE**

Council Liaison – Craig Hughes  
As announced

**PARKS & RECREATION COMMITTEE – 7:30 PM** (Meets 1st Monday)

Council Liaison – Ann Wengert  
Monday, June 6, 2016

**PUBLIC WORKS COMMITTEE**

Council Liaison – Jeff Aalfs  
As announced

**SUSTAINABILITY COMMITTEE**

Council Liaison – Ann Wengert  
As announced

**TOWN CENTER MASTER PLAN UPDATE AD-HOC COMMITTEE – 4:00 PM**

As announced

**TRAILS & PATHS COMMITTEE – 8:15 AM** (2<sup>nd</sup> Tuesday of every month, or as needed)

Council Liaison – Jeff Aalfs  
Tuesday, June 14, 2016 – 8:15 AM

**WATER CONSERVATION COMMITTEE – 2:00 PM** (Meets 3<sup>rd</sup> Monday) in the

EOC / Conference Room at Town Hall  
Council Liaison – Maryann Derwin  
Monday, June 20, 2016



# 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.

Monday 05/09/16 to Sunday 05/15/16

Greg Munks  
Sheriff

CASE NUMBER	DATE & TIME Reported	LOCATION	DESCRIPTION	FACTUAL CIRCUMSTANCES
16-04391	05/10/16 07:56AM	300 blk Golden Oak Dr Portola Valley	Traffic Accident- Non Injury	The deputy was advised of a non-injury traffic collision after a road rage incident where one vehicle rear ended another. The deputy responded and took a report.
16-04432	05/06/16- 05/11-16 01:36AM	2600 blk El Camino Real North Fair Oaks	Forge-Pass-Make Fictitious Check/Counterfeit Bills	The deputy was dispatched to investigate a report of someone passing fictitious bills. The deputy met with the reporting person who stated that an unknown suspect entered the business to receive services. The unknown suspect paid for the services with fictitious bills. The reporting person passed the bills under their detector and later learned that the bills were not real US currency. The suspect was later arrested for having \$4,188 in counterfeit bills.
16-04458	05/11/16 02:00PM	500 blk Eleanor Dr Woodside	False Pretenses:obt \$/Etc	The victim received a phone call from a male subject claiming to be her brother in law stating that he has been arrested in another state. The male subject stated that he needed money in order to be released. The victim purchased \$500.00 prepaid



				debit cards and provided the male subject with the debit card numbers over the phone. After sending the money, the victim realized that it was a scam. There is no suspect information.
16-04475	05/11/16- 05/12/16 09:30PM	1200 blk Godetia Dr Woodside	Federal Mail Theft	An unknown suspect(s) opened several mailboxes and pried open two other mail boxes. The reporting party was unsure of what was taken. A report was taken.
16-04501	05/12/16- 05/13/16 11:57PM	2500 blk of Bay Rd North Fair Oaks	Forge,Alter-Veh Reg/Etc-Fel	A traffic enforcement was conducted for a vehicle code violation. It was discovered that a forged registration tab was on the rear license plate of the vehicle. The male subject was booked into the county jail and the suspect vehicle was towed from the scene.
16-04550	05/14/16 02:00AM	500 blk of Oakside Ave North Fair Oaks	Burglary-Second Degree/Vehicle	Unknown suspect(s) broke the passenger side window of the vehicle. Once the window was broken, the unknown suspects(s) stole a purse, 4 credit/debit cards and \$60 in US currency. An area check was conducted and a report was taken.
16-04562	05/14/16 11:00PM	3000 blk of Alpine Rd Portola Valley	Driving Under the Influence/Driving with a suspended license with DUI conviction	A vehicle was stopped for a vehicle code violation. Upon contacting the driver, the deputy smelled the odor of an alcoholic beverage coming from inside the vehicle. The deputy had the male driver perform a series of field sobriety tests which determined that the driver was driving under the influence of alcohol and was placed under arrest. The driver was booked into the jail and the subject's vehicle was towed from the scene.
16-04567	05/15/16 01:06AM	5 <sup>th</sup> ave/El Camino Real North Fair Oaks	False ID to Specific Police Officers/Probation Violation-Adult Felony	Deputies conducted a traffic enforcement stop. A male passenger in the vehicle provided a false identity to the deputies. After learning the suspect's true identity, he was found to be on PRCS (Post Release Community Supervision California). The on call probation officer was contacted and a hold was placed on the suspect. The suspect was booked into the county jail without incident.
16-04575	05/15/16 10:30AM	900 blk of Portola Rd Portola Valley	Petty Theft	An unknown suspect(s) entered an unlocked vehicle and removed a purse belonging to the victim. The loss included a cell phone, keys to the vehicle, \$50 in cash and miscellaneous papers and cards.

## **TOWN COUNCIL WEEKLY DIGEST**

**Friday – June 3, 2016**

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1. Agenda (Cancellation) – Parks & Recreation Committee – Monday, June 6, 2016
2. Agenda – Emergency Preparedness Committee - Thursday, June 9, 2016
3. Agenda – Cultural Arts Committee – Thursday, June 9, 2016
4. Agenda (Cancellation) – Nature & Science Committee – Thursday, June 9, 2016
5. Report from San Mateo County Sheriff's Office – Incident Log for 5/16/16 – 5/22/16
6. Letter to the Town Council from Supervisor Joseph Simitian re; Update to Stanford University Community Plan and General Use Permit

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

1. Invitation to San Mateo County Central Labor Council 37<sup>th</sup> Annual COPE Banquet



Town of Portola Valley  
**Parks & Recreation Committee Meeting**  
Monday, June 6, 2016 – 7:30 pm  
Historic Schoolhouse  
765 Portola Road, Portola Valley, CA

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## **PARKS & RECREATION COMMITTEE**

### **MEETING CANCELLATION NOTICE**

The regular meeting of the Parks & Recreation Committee, scheduled for Monday, June 6, 2016 has been cancelled.



**TOWN OF PORTOLA VALLEY**  
**Regular Meeting of the**  
**Emergency Preparedness Committee**  
**Thursday, June 9, 2016 - 8:00 AM**  
**EOC / Town Hall Conference Room**  
**765 Portola Road, Portola Valley, CA 94028**

**REGULAR MEETING AGENDA**

1. 8:00 Call to order -  
 Members: Dave Howes, Diana Koin, Anne Kopf-Sill,  
 Dale Pfau/Chair, Chris Raanes, Ray Rothrock, Craig Taylor, Bud Trapp,  
 Tamara Turner, and Stuart Young  
 Guests: Jeremy Dennis/Town 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. 8:03 Review and approval of minutes
  - Motion: Accept the Minutes of May 12, 2016
4. 8:04 Budget for FY 2016/17 Discussion
5. 8:10 CERPP/WFPD Report (Brown/Ghiorso)
  - Microwave Radio Link Status
6. 8:18 Town Report
  - Town Picnic Summary
  - June 22 EPC/TC training
  - Volunteer Backup for EOC
7. 8:30 Emergency Info section on Town Website review (de Garneau)
8. 8:40 Med subcommittee Report (Young)
9. 8:45 Communications Sub Committee Report (Rothrock)
  - AM radio improvement update
  - 220 MHz repeater update
  - Communications training for Town Staff
10. 8:55 Community Outreach Sub Committee Report (Turner)
  - Town Picnic Summary
11. 8:58 Other Business
12. 9:00 Adjourn: Next meeting is July 14, 2016



**TOWN OF PORTOLA VALLEY**  
**Cultural Arts Committee Meeting**  
**Thursday, June 9, 2016 - 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 – May 12, 2016
4. Old Business:
  - Summer Concert prep: volunteer tasks
  - Fall event updates
5. New Business:
  - Art / wine show
  - iPad class possible sponsorship: Library, CAC, other?
6. Adjournment



**Town of Portola Valley**  
**Nature and Science Committee Meeting**  
**Notice of Cancellation**  
**Thursday, June 9, 2016**

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**NATURE & SCIENCE COMMITTEE**  
**MEETING CANCELLATION**  
**NOTICE**

The regular meeting of the Nature and Science Committee scheduled for Thursday, June 9, 2016 at 5:00 p.m. has been cancelled.



# 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.

**Monday 05/16/16 to Sunday 05/22/16**

Greg Munks  
Sheriff

CASE NUMBER	DATE & TIME Reported	LOCATION	DESCRIPTION	FACTUAL CIRCUMSTANCES
16-04642	05/17/2016 09:30AM	3300 blk of Spring St North Fair Oaks	Burglary-First Degree/Residential	Unknown suspect(s) broke into the victim's residence and took numerous items including several firearms. The point of entry was the backyard door that was kicked in. An extensive area check in the neighborhood was conducted and a report was taken.
16-04648	05/17/2016 05:00PM	7 <sup>th</sup> Avenue North Fair Oaks	Vandalism \$400 or more	The deputy was flagged down by a male subject who wanted to report that his vehicle had been vandalized. The victim found that the entire vehicle had been keyed. The deputy took several photos and provided a case number to the victim.
16-04677	05/18/2016 04:00PM	2700 blk of Blenheim Ave North Fair Oaks	Residential Burglary/Petty Theft/Contempt:disobey court order	The deputy responded on a report of a burglary. The point of entry was the side window in the single bedroom. The victim reported that there were items missing from his kitchen totaling \$350. The deputy learned that there was a note in the kitchen left by the suspect addressed to the victim. The deputy

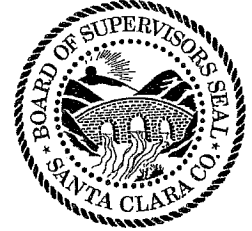
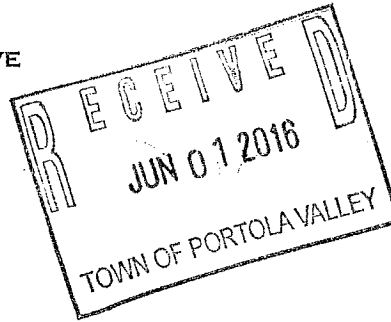
				also met with a witness who stated that he approached the suspect who had the stolen items. A neighborhood check was made and report was taken.
16-04718	05/19/2016 09:17PM	1100 blk of Woodside Rd West Menlo Park	Sheriff's Office Misdemeanor Warrant	The deputy made an attempt to locate a wanted subject. The deputy had prior knowledge that the female subject had an outstanding warrant for her arrest. The warrant was confirmed and the subject was arrested.
16-04764	05/20/2016 10:00PM	100 blk of Buckingham Ave North Fair Oaks	Obtain or Use Personal ID without Authorization/Receive Known Stolen Property/Theft by forged,invalid card/Burglary-Second Degree-Vehicle	Unknown suspect(s) broke into victim's vehicle by smashing the passenger side window. A wallet with several items including various credit cards was stolen from the vehicle. The victim claimed that the credit card was fraudulently used at a local gas station. An area check was made a report was taken.
16-04770	05/21/2016	2500 blk of El Camino Real North Fair Oaks	Burglary-Second Degree/Commercial	The deputy was dispatched on a report of a burglary. The victim stated that unknown suspects(s) pried the plywood covering of a broken window off of his storage building on his property. The victim did not find anything missing from the storage building. The deputy looked around the property and did not locate anything of evidentiary value. Report was taken.



**S. JOSEPH SIMITIAN**

**SANTA CLARA COUNTY SUPERVISOR, DISTRICT FIVE**

COUNTY GOVERNMENT CENTER, EAST WING  
70 WEST HEDDING STREET, 10TH FLOOR  
SAN JOSE, CALIFORNIA 95110  
TEL: (408) 299-5050 or (650) 965-8737 FAX: (408) 280-0418  
supervisor.simitian@bos.sccgov.org • www.supervisorsimitian.com



TO: Palo Alto City Council, City Manager, and Planning Director  
Palo Alto USD Board Members and Superintendent  
Mountain View City Council, City Manager, and Planning Director  
Los Altos Hills Town Council, Town Manager, and Planning Dir.  
Menlo Park City Council, City Manager, and Planning Director  
Portola Valley Town Council, Town Manager, and Planning Dir.  
Woodside Town Council, Town Manager, and Planning Director  
San Mateo County Supervisors, CEO, and Planning Director

FROM: S. Joseph Simitian, County Supervisor

DATE: May 24, 2016

RE: Update to Stanford University Community Plan and General Use Permit

Stanford University is undertaking an update of its 2000 General Use Permit and Community Plan. When the initial effort began in 1999 to get the GUP and Community Plan in place, the level of interest in the community was high, and the level of involvement by surrounding jurisdictions was substantial.

I want to be sure that you are aware that this update effort is now kicking off, and that you are aware of early opportunities for public input. It's important to me that you and your community remain informed about the process as we move forward.

The University has planned three early input "open house" events in June. As I understand it, they intend to use the information they collect at these events to inform the application they ultimately submit to the County. I've attached a copy of an article that appeared in the Stanford Report that announces the time and location of the events.

If you would like to ensure you are on the electronic mailing list the County uses for official Stanford related notices, please feel free to contact Kristina Loquist of my staff and provide your email. She will forward it to the appropriate County

staff. Kristina may be reached at (408) 299-5050 or by email at [Kristina.loquist@bos.sccgov.org](mailto:Kristina.loquist@bos.sccgov.org).

And, as always, please feel free to reach out to me and my office if you have comments, questions, concerns or suggestions throughout the process.

Enclosure

cc: Robert Reidy  
David Demarest

News (<http://news.stanford.edu/>)

MAY 6, 2016

## Stanford kicks off land use planning process

*Working with neighbors and local governments, Stanford is beginning the process to propose to Santa Clara County an update of Stanford's campus land use permit. Initial meetings to solicit community input are scheduled for early June.*

BY BRAD HAYWARD

Stanford is beginning the application process to Santa Clara County for an updated General Use Permit to authorize the next phase of campus land use in the coming years.

The process involves both internal examination of the university's academic and space needs as well as consultation with neighbors and community partners. Stanford is starting with three public open houses in early June to solicit input from residents of campus and neighboring communities.

Stanford has been operating under two key Santa Clara County entitlement documents: a Community Plan and a 2000 General Use Permit, or GUP. The Community Plan provides a set of rules and policies to guide the university's land use planning over an extended period of time. The GUP implements those policies and includes specific conditions to minimize impacts of Stanford's development.

The Community Plan and GUP were intended to provide Stanford flexibility in its land use within an agreed-upon framework, with accountability to the county and neighboring communities. Stanford will seek to obtain approval of an updated 2018 GUP that is expected to extend through 2035.

"The Community Plan and General Use Permit have been very effective tools for Santa Clara County and for Stanford," said Catherine Palter, Stanford associate vice president for land use and environmental planning. "It is now time to think about the next phase of campus development. An updated GUP will enable Stanford to continue achieving new heights of academic and health care excellence while also being a good neighbor, directly incorporating the needs and concerns of our surrounding communities into our planning."

Stanford officials envision that the Community Plan, which set long-term policy guidance for land use, housing, traffic, parking, sustainability and environmental conservation, will continue to provide an overarching framework for the next phase of campus land use under the 2018 GUP.

The Community Plan articulates a number of key campus planning policies, including compact physical development, conservation of natural resources, construction of housing concurrent with academic development, and alternative transportation strategies that limit automobile congestion. Importantly, the Community Plan also established an “academic growth boundary” that separates the urbanized campus area from the foothills above the campus.

In addition, a Sustainable Development Study developed by the university and approved by Santa Clara County in 2009 showed how long-term building on Stanford’s core campus could be accommodated within the existing academic growth boundary until at least 2035. Stanford officials intend for the 2018 GUP to continue to reflect the moderate, responsible model of campus growth outlined in that plan, while also preserving the goal of generating no net new commute trips.

“As we plan for Stanford’s academic needs, we also want to do our part to sustain and enhance the quality of life of the Peninsula and Silicon Valley,” said Jean McCown, associate vice president, government and community relations. “We are fully conscious of the fact that Stanford is connected to a larger community and has an important role to play in supporting the livability of that larger community.”

As of 2016, three-quarters of the academic space and all of the housing called for in the 2000 GUP has been built or approved, without an increase in commute trips to the campus. Under the 2000 GUP Stanford has contributed \$25 million in fees to the county for publicly available affordable housing in the county.

Meanwhile, Stanford has developed a **new campus energy system** (<http://news.stanford.edu/features/2015/sesi/>) that by the end of 2016 will reduce campus greenhouse gas emissions by 68 percent – exceeding, several years early, the State of California’s goal for greenhouse gas emissions to be reduced to 1990 levels by 2020. New solar energy resources now being developed will help ensure that 65 percent of Stanford’s electricity will come from renewable sources by the end of 2016, growing further over time. The university has reduced potable water consumption by 47 percent from 2000 to date while developing a **pioneering research center for wastewater recovery** (<https://news.stanford.edu/2016/04/04/codiga-recovery-center-040416/>). Aggressive alternative transportation incentives also have reduced the drive-alone rate of Stanford employees from 72 percent to 49 percent.

## **Addressing Stanford, regional needs**

Informed and guided by the Community Plan and Sustainable Development Study, the updated 2018 GUP will help Stanford address emerging needs projected out to 2035. Campus planners are working with academic leaders in the university to chart out some of those needs, but two general categories are already apparent.

One is housing. Stanford currently provides on-campus housing for almost all undergraduate students and a majority of graduate students, and about one-third of active faculty members live on the campus as well.

Further increasing the supply of on-campus housing in the coming years will reduce the number of people who have to commute to the university from off-campus locations each day, campus planners note. It will promote affordability for both Stanford and non-Stanford-affiliated people seeking housing in a superheated off-campus local housing market. Additional housing also will be necessary to accommodate modest growth in undergraduate enrollments, which Stanford has begun planning for after many years of flat enrollments amid dramatically increasing numbers of student applications.

Another critical area of need is supporting Stanford's academic and health care missions.

Knowledge is continually evolving and expanding, and preserving Stanford's leadership in education, research and health care requires the university to continually innovate programs in new fields – including in emerging interdisciplinary fields, which have been major areas of growth for Stanford over the last 15 years. This evolution of academic and health programs in turn requires the physical campus to evolve, Stanford officials say, so that sufficient well-equipped facilities are available to support the university's faculty and students.

## Community engagement

Stanford is beginning broad engagement with Santa Clara County, local cities and a range of community organizations as it undertakes the 2018 GUP application process. Consultations will continue through the spring and summer, with an application for an updated GUP likely to be submitted to Santa Clara County in late summer 2016. Environmental reviews and continued discussions are expected through 2017 and into 2018.

An initial set of community meetings is being scheduled in Palo Alto, in Menlo Park and on the Stanford campus to provide community members with an overview of the process and to solicit input on issues important to local residents. The meetings will be held:

- Thursday, June 2, from 6 to 8 p.m. on the Stanford campus in Paul Brest Hall at the Munger Graduate Residence
- Saturday, June 4, from 11 a.m. to 1 p.m. at Terman Middle School, 655 Arastradero Road, Palo Alto
- Thursday, June 9, from 6 to 8 p.m. at La Entrada Middle School, 2200 Sharon Road, Menlo Park



(mailto:?subject=An%20interesting%20article%20from%20Stanford%20News&body=I%20want%20to%20share%20this%20news%20story%20from%20Stanford%20University%20with%20you%3A%20http%3A%2F%2Fstanford.io%2F1ryV6ft)