



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**February 18, 2009**  
**5:30 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

**5:30 P.M.     ROLL CALL             Lewis, Dobbie, Marsala, Carlson, McKeithen**

**5:32 P.M.     PUBLIC COMMENTS**

**5:35 P.M.     CLOSED SESSION**

**A.     CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations pursuant to Government Code Section 54957.6**

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Atherton Police Officers Association (APOA)**

**B.     CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9**

**John P. Johns vs. the Town of Atherton CIV 479972 Superior Court of California, County of San Mateo**

**C.     CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9:**

**Two (2) potential cases**

**D.     PUBLIC EMPLOYEE PERFORMANCE EVALUATION – pursuant to Government Code Section 54957(b)(1)**

**Title: City Manager**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**ADJOURN**

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☛ *Please contact the City Clerk's Office at 650.752.0500 with any questions.* Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk at (650) 752-0500. Notification of 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (29 CRF 35.104 ADA Title II)



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**FEBRUARY 18, 2009**

**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

**PLEASE NOTE:** *Times listed on the Agenda are an approximation and not a time certain. The Council may take up items out of order. Please arrive well in advance of the time listed for any item in which you are interested.*

- 7:00 P.M.    1.    **PLEDGE OF ALLEGIANCE**
- 7:03 P.M.    2.    **ROLL CALL**      Lewis, Dobbie, Marsala, J. Carlson, McKeithen
- 7:04 P.M.    3.    **PRESENTATIONS**
- None
- 7:04 P.M.    4.    **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:15: P.M.    5.    **REPORT OUT OF CLOSED SESSION**
- 7:20: P.M.    6.    **CITY MANAGER'S REPORT**
- 7:30 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed  
by Resolution No. 99-6)
- None
- 7:30 P.M.    **CONSENT CALENDAR** (Items 8-22)
- (Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)*

8. APPROVAL OF MINUTES OF THE SPECIAL CLOSED SESSION MEETING OF JANUARY 13, 2009, SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF JANUARY 21, 2009, AND THE SPECIAL STUDY SESSION/SPECIAL CITY COUNCIL MEETING OF JANUARY 30, 2009

9. APPROVAL OF BILLS AND CLAIMS FOR JANUARY IN THE AMOUNT OF \$ 1,416,772

10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE SEVEN MONTHS ENDED JANUARY 31, 2009

11. APPROVAL OF \$1,000 IN EXCESS OF CONTRACTED AMOUNT FOR CHRISTINA MA, TEMPORARY ACCOUNTANT

**Recommendation:** Approve the \$1,000 in Excess of Contracted Amount for Christina Ma, Temporary Accountant.

12. APPROVAL OF THE CONTRACT OF DEPOSIT OF LOCAL AGENCY MONEYS WITH COMERICA BANK AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT

**Recommendation:** Approve the Contract of Deposit of Local Agency Moneys wth Comerica Bank and Authorize the City Manager to Sign the Contract.

13. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADDING SECTION 17.32.040 (G) TO THE ATHERTON MUNICIPAL CODE PROVIDING FOR 10-FOOT SIDE- AND REAR-YARD SETBACKS WHERE SCHOOLS ARE LOCATED ADJACENT TO EACH OTHER

**Recommendation:** Adopt the amendment to the PFS Zoning District related to side- and rear-yard setbacks where two schools are adjacent.

14. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR TRAFFIC ENGINEERING SERVICES FOR THE ROAD IMPACT FEE STUDY

**Recommendation:** Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associate, Inc. to provide traffic engineering services for the Road Impact Fee Study in an amount not exceed \$13,190, plus a 10% contingency, for a total authorization of \$14,509.

15. **ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$29,845.55 FOR THE PROJECT NO. 08-001**

**Recommendation:** Accept work, authorize recording of a Notice of Completion and approve contract change orders in the amount of \$29,845.55 for the Street Reconstruction – Phase 4 Project No. 08-001.

16. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE STREET RECONSTRUCTION PHASE 5, PROJECT NO. 08-023**

**Recommendation:** Approve the plans and specifications and authorize advertisement for bids for the Street Reconstruction Phase 5 Project, Project No. 08-023.

17. **APPROVE HOLBROOK-PALMER PARK WATER TOWER LAWN LANDSCAPE PLAN**

**Recommendation:** Approve the landscape plan for the Holbrook-Palmer Park Water Tower Lawn

18. **AWARD OF CONTRACT TO NEXGEN BUILDERS, INC. FOR THE HOLBROOK-PALMER PARK TRAIL AND BRIDGE PROJECT, PROJECT NO. 08-004**

**Recommendation:** Award the contract for the Holbrook-Palmer Park Trail and Bridge Project, Project No. 08-004 to Nexgen Builders, Inc., the low bidder on the February 12, 2008 bids, for \$113,296.59, with a 10% construction contingency of \$11,329.66, for a total authorization of \$124,626.25; and to authorize the City Manager to sign the contract on behalf of the Town.

19. **APPROVE A COMMENT LETTER ON THE SCOPE OF STUDY FOR THE CALIFORNIA HIGH-SPEED TRAIN PROJECT LEVEL EIR/EIS FROM SAN FRANCISCO TO SAN JOSE**

**Recommendation:** Approve the comment letter on the Scope of Study for the California High Speed Train (HST) Project Level EIR/EIS from San Francisco to San Jose prepared by staff, including comments from the Rail Committee.

20. **ADOPTION OF A RESOLUTION APPROVING A MASTER FEE SCHEDULE**

**Recommendation:** Adopt a resolution approving a Master Fee Schedule as identified as Exhibit A of the resolution.

21. **REVISE CITY COUNCIL RESOLUTION NO. 08-24 BY ADOPTING A NEW RESOLUTION CONTAINING CHANGES RELATED TO SCREENING COMMITTEE AND APPOINTMENT OF COUNCIL MEMBER ALTERNATES**

**Recommendation:** Adopt new resolution governing Town committees and commissions.

22. **PROCEDURES FOR COUNCIL MEMBERS TO REQUEST AN ITEM BE PLACED ON A CITY COUNCIL AGENDA**

**Recommendation:** Adopt revision to Town of Atherton City Council Rules of Procedure paragraph 5.2 regarding placement of items on meeting agendas.

**PUBLIC HEARINGS** (Item )

**REGULAR AGENDA** (Items 23-28)

- 7:40 P.M. 23. **ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ATHERTON AND THE ATHERTON POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2008 THROUGH SEPTEMBER 30, 2012** *(This item will be delivered under separate cover to the Council on Tuesday, February 17, 2009)*

**Recommendation:** Adopt the Memorandum of Understanding between the Town of Atherton and the Atherton Police Officers' Association for the period of July 1, 2008 through September 30, 2012

- 7:50 P.M. 24. **ADOPTION OF A RESOLUTION APPROVING THE MID-YEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2008-2009**

**Recommendation:** Adopt the resolution approving the Mid-Year Budget Adjustments for Fiscal Year 2008-2009.

- 8:30 P.M. 25. **APPROVAL OF SPRINGBROOK FINANCIAL SOFTWARE LICENSE AGREEMENT; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR TURNKEY SERVICES; AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENTS** *(This item will be delivered under separate cover to the Council on Tuesday, February 17, 2009)*

**Recommendation:** Approve the Springbrook Financial Software License Agreement; approve a Professional Services Agreement for Turnkey Services, and authorize the City Manager to sign the agreements.

- 8:50 P.M. 26. A. **ADOPT A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) FUNDING FOR THE ATHERTON AVENUE RECONSTRUCTION PROJECT AND STATING THE ASSURANCE TO COMPLETE THE PROJECT**

**Recommendation: Adopt a Resolution of Local Support for American Recovery and Reinvestment Act of 2009 (ARRA) Funding for the Atherton Avenue Reconstruction Project, authorizing the filing of an application for federal ARRA funding and stating the assurance to complete the project.**

- B. **ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE RIGHT OF WAY CERTIFICATIONS FOR STATE AND FEDERAL-AID TRANSPORTATION PROJECTS**

**Recommendation: Adopt a Resolution authorizing the Director of Public Works/City Engineer to execute Right-of-Way Certifications for state- and federal-aid transportation projects.**

- C. **APPROVE A LETTER OF INTENT WITH THE TOWN OF WOODSIDE TO EXCHANGE ATHERTON PARCEL TAX FUNDS FOR WOODSIDE FEDERAL FUNDS FOR THE ATHERTON AVENUE ECONOMIC STIMULUS PROJECT**

**Recommendation: Approve a Letter of Intent with the Town of Woodside to exchange Atherton Parcel Tax funds for Woodside Federal Economic Stimulus funds and authorize the City Manager to sign the letter.**

- D. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE ATHERTON AVENUE RECONSTRUCTION PROJECT NUMBER 08-025**

**Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Atherton Avenue Reconstruction Project, Project No. 08-025.**

- 9:15 P.M. 27. **ADOPTION OF A RESOLUTION OPPOSING THE ISSUANCE OF \$65.45 MILLION IN REVENUE OBLIGATIONS BY THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY TO FINANCE THE CONSTRUCTION OF THE SHOREWAY ENVIRONMENTAL CENTER OR OTHER SOLID WASTE FACILITIES**

**Recommendation: Adopt the Resolution opposing the issuance of the \$65.45 Million in Revenue Obligations to finance the construction of the Shoreway Environmental Center or other solid Waste Facilities**

- 9:30 P.M. 28. **REQUEST FROM THE BLUE RIBBON TASK FORCE TO TRANSFER EXCESS FUNDS COLLECTED FROM BUILDING DEPARTMENT PERMITS DURING THE FISCAL YEARS 2001-2006 FROM THE GENERAL RESERVES TO THE BUILDING DEPARTMENT'S PORTION OF A NEW TOWN CENTER.**

**Recommendation:** The Blue Ribbon Task Force, by a 5-0 vote with 1 abstention, requests the City Council to transfer funds from Building Department permits during Fiscal Years 2001-2006 from the General Reserves to the Building Department's portion of a new Town Center.

**PROPOSED AGENDA ITEMS BY COUNCIL MEMBERS** (Items 29-30)

- 9:45 P.M. 29. **DISCUSSION AND POSSIBLE AUTHORIZATION FOR THE CITY MANAGER TO CHOOSE A CONSULTANT TO REVIEW THE PHASE I, PHASE II, AND PHASE III AUDITS PERFORMED IN 2006**
- 10:00 P.M. 30. **SAN MATEO COUNTY LIBRARY JPA COMMITTEE REPORT ON DONOR CITY FUND USAGE**
- 10:15 P.M. 31. **COUNCIL REPORTS**
- 10:25 P.M. 32. **PUBLIC COMMENTS**
- 10:30 P.M. 33. **ADJOURN**

***PLEASE NOTE:***

***In compliance with SB 343, materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the Town Administrative Offices, 91 Ashfield Road, during normal business hours.***

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**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**TUESDAY, JANUARY 13, 2009**  
**8:00 A.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California

**SPECIAL MEETING**

The meeting was called to order by Mayor Carlson at 8:05 a.m.

**ROLL CALL**

**PRESENT:** Elizabeth Lewis  
Charles E. Marsala  
Jerry Carlson  
Kathy McKeithen

**ABSENT:** Jim Dobbie (Excused)

**PUBLIC COMMENTS**

There were no public comments.

**CLOSED SESSION:**

**PUBLIC EMPLOYEE APPOINTMENT, PUBLIC EMPLOYMENT –  
pursuant to Government Code Section 54957(b)(1)**

**Title: City Attorney**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**Mayor Carlson reported out of Closed Session that no reportable action was taken.**

**ADJOURN**

**Mayor Carlson adjourned the Continued Closed Session at 1:55 p.m.**

**Respectfully submitted,**

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**Jerry Carlson**  
**Mayor**

**Minutes Prepared by:**  
**Kathi Hamilton**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**January 21, 2009**  
**4:30 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

The meeting was called to order by Mayor Carlson at 4:40 p.m.

**ROLL CALL**

**PRESENT:** Elizabeth Lewis  
Charles E. Marsala  
Jerry Carlson  
Kathy McKeithen

**ABSENT:** Jim Dobbie (Excused)

**PUBLIC COMMENTS**

There were no public comments.

**CLOSED SESSION:**

- A. CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations pursuant to Government Code Section 54957.6**

**Agency Negotiators:** Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.

**Employee Organization:** Miscellaneous - Teamsters Local Union 856

**Agency Negotiators:** Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.

**Employee Organization:** Atherton Police Officers Association (APOA)

**Agency Negotiators:** Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.

**Employee Organization:** Management Employees

- B. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9**

**John P. Johns vs. the Town of Atherton CIV 479972 Superior Court of California, County of San Mateo**

**C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9:**

Four (4) potential cases

**RECONVENE TO OPEN SESSION**

Report of action taken.

City Attorney Marc Hynes reported out of Closed Session as follows:

Item A, CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations

There was no reportable action taken.

Item B, CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9; **John P. Johns vs. the Town of Atherton CIV 479972 Superior Court of California, County of San Mateo;**

The Town will defend the litigation.

Item C, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9: Four (4) potential cases;

The item was continued at 6:05 p.m. to the end of the Regular City Council Agenda.

**RECONVENE TO CLOSED SESSION**

Mayor Carlson called the Continued Closed Session to order at 11:20 p.m.

**RECONVENE TO OPEN SESSION**

City Attorney Marc Hynes reported out of the Continued Closed Session as follows:

Item C, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9: Four (4) potential cases:

On one potential case, the Town will update the 2005 Kimley Horn Road Impact Fee Study. There was no reportable action on the other three potential cases.

**ADJOURN**

Mayor Carlson adjourned the Continued Closed Session at 12:40 a.m.

**Respectfully submitted,**

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**Jerry Carlson**  
**Mayor**

**Minutes Prepared by:**  
**Kathi Hamilton**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**JANUARY 21, 2009**

**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

**Mayor Carlson called the meeting to order at 7:02 p.m.**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**PRESENT:** Elizabeth Lewis  
Charles E. Marsala  
Jerry Carlson  
Kathy McKeithen

**ABSENT:** Jim Dobbie (Excused)

**City Manager Jerry Gruber and City Attorney Marc Hynes were also present.**

**3. PRESENTATIONS**

**A. Mayor Jerry Carlson – State of the Town**

**Mayor Jerry Carlson noted the previous day's Presidential Inauguration was a historic event in the country's history with the hope for a new beginning. He believed Atherton residents were also hoping for a new beginning from the Council. He said Council's goal would be to clean up old business as expeditiously and as fairly as possible. On January 30, 2009, Council and senior staff would be holding a study session to discuss key issues facing the Town. The meeting was open to the public and everyone was invited to attend. Some topics for discussion would be: 1) the Town's financial well-being; 2) a new Town Center; 3) passage of Proposition IA, High-Speed Rail; 4) safety concerns such as a west Atherton evacuation plan and safe routes to school; and 4) encouraging greater resident involvement in the community. He was proud that Council had selected a good City Manager who fostered a healthier Council/staff relationship. The next challenge would be selecting a new City Attorney. He believed, with the community's support, Council could bring about a new beginning in dealing with issues and bringing the community**

together, not a good community but a great community. In the words of President Obama, "Yes we can."

**B. Police Department, Officer Sherman Hall, Home Video Surveillance**

Police Chief Glenn Nielsen introduced a new program to the community that would add to its safety and security. The Atherton Police Department was one of the few police departments that accepted direct burglar alarms into its dispatch system. Council approved an upgrade to the video surveillance system in the Police Department that enabled the two systems to be integrated and provide a new service. Chief Nielsen introduced Police Detective Sherman Hall who gave a PowerPoint presentation on the new capabilities of the system. Among other uses, residents would be able to install video cameras on their property that would be tied into the dispatch system in the Police Department. The system would be completely private and only activated if an incident occurred and an alarm was activated. Detective Hall explained the technology aspects of the system, equipment requirements, and cost.

John Ruggeiro, Atherton, said the City Council in Palo Alto accepted a \$120,000 grant to install cameras at intersections. He suggested the Council/staff look into obtaining a grant.

**4. PUBLIC COMMENTS**

Carol Flaherty, Atherton, agreed with the Mayor's earlier comments that the Town needed to develop a spirit of working together; however, she believed the Town's decision to limit business license refunds to two years was not in that spirit. She submitted a letter regarding the issue. She encouraged Council to look at the Town of Roseville's municipal code and California's Tax and Revenue Code rather than relying on the Union City case. She urged Council to reopen the matter and reconsider it.

MaryAn Ackley, Pacific Peninsula Group (PPG), spoke regarding the business license tax that was erroneously assessed from 2003 to 2008. In establishing an arbitrary period to allow refunds, many Town residents were required to bear the economic cost of another error by the prior Finance Director. Over the period from 2003 to 2008, PPG paid over \$204,000 in business license tax. Under Council's refund policy, only \$74,000 would be potentially eligible for a refund. She believed to only go back two years was unfair. She would prefer not to make another legal issue. She urged Council to revisit the two-year limit. Additionally, she urged the Town to take a closer look at road impact fees.

**5. REPORT OUT OF CLOSED SESSION**

City Attorney Marc Hynes reported out of Closed Session as follows:

**A. CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations pursuant to Government Code Section 54957.6**

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Miscellaneous - Teamsters Local Union 856**

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Atherton Police Officers Association (APOA)**

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Management Employees**

**There was no reportable action taken.**

**B. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9**

**John P. Johns vs. the Town of Atherton CIV 479972 Superior Court of California, County of San Mateo**

**City Attorney Marc Hynes said the Town would defend the litigation.**

**C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9:**

**Four (4) potential cases**

**The item was not concluded and would be discussed in a Continued Closed Session to be convened at the end of the Regular Agenda.**

**5. CITY MANAGER’S REPORT**

**City Manager Jerry Gruber handed out and reviewed a revised agenda for the City Council/Staff Study Session to be held on January 30, 2009. Additionally, he handed out a second memo regarding a possible Study Session regarding the Town’s finances on February 13, 2009. During that session training mandated by AB-1234, Ethics Training, would also be held.**

**Council Member Marsala recognized a boy scout in the audience who was working on his citizenship badge. He said a policy was needed for a procedure for Council Members to put items on the agenda. He suggested added a discussion to the Study Session.**

**7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

**Atherton Disaster Preparedness Committee – Doug Davivo**

Doug Davivo, current Chair of the Disaster Preparedness Committee, said the committee was working with the Police Chief to upgrade emergency communication capability by constructing an emergency command vehicle equipped with a radio bank that could talk to all the different agencies involved in an emergency. A new Ford Expedition would be purchased for that purpose. An emergency could cut out all landline communications. Additionally, three medical trailers had been fully equipped; one was placed in East Menlo Park, one in Menlo Park, and one at the Atherton Police Department. The next meeting of the committee would take place sometime in February and was open to the public.

**CONSENT CALENDAR (Items 8-27)**

Vice Mayor McKeithen asked that Item No. 15 be placed on the Regular agenda for discussion; Council Member Marsala requested that Item Nos. 8, 10, and 22 be removed for discussion. Council Member Lewis asked that Item Nos. 9, 11, 12, 18, 20, and 25 be removed for discussion.

City Attorney Marc Hynes noted Item No. 23 would be continued because Council Member Marsala and Council Member Lewis were unable to participate due to their residences being within 500 feet of Sacred Heart Schools, resulting in less than a quorum.

Staff clarified Vice Mayor McKeithen's questions on Items Nos. 16, 17, and 19. She noted regarding Item No. 23 that the agreement had a termination provision of 10 days with the consulting firm; however, there was no side agreement with Sacred Heart Schools. Sacred Heart Schools had a number of obligations and there was a need for a side agreement outlining the requirements.

Staff clarified Council Member Marsala's questions on Item Nos. 13, 16, and 27.

**MOTION – to approve the Consent Calendar as presented with the exception of Item Nos. 8, 9, 10, 11, 12, 15, 18, 20, 22, and 25, which were removed and placed on the Regular Agenda for discussion; further Item No. 23 was continued to the City Council meeting of February 18, 2009**

M/S McKeithen/Lewis                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0

~~8. APPROVAL OF MINUTES OF THE SPECIAL CLOSED SESSION MEETING OF DECEMBER 8, 2008, AND SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF DECEMBER 17, 2008~~

~~9. APPROVAL OF BILLS AND CLAIMS FOR DECEMBER IN THE AMOUNT OF \$1,075,297~~

~~10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2008 (To be delivered under separate cover on Tuesday, January 20, 2009.)~~

~~11. AWARD OF CONTRACT FOR AUDITING SERVICES~~

~~Recommendation: Approve the Professional/Consulting Services Agreement selecting MAZE & ASSOCIATES as the new independent auditor for the Town's Financial Statements for Fiscal Years 2008-09, 2009-10, and 2010-11 with two one-year options to extend.~~

~~12. APPROVAL OF A PROFESSIONAL/CONSULTING SERVICES AGREEMENT WITH NBS FOR A COST ALLOCATION PLAN, FULL COST RECOVERY STAFF HOURLY LABOR RATES, AND COMPREHENSIVE FEE STUDY~~

~~Recommendation: Approve the professional/consulting services agreement with NBS for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study; and authorize the City Manager to execute the agreement.~~

13. ADOPTION OF THE CAPITAL ASSETS POLICY

Adopted the attached Capital Assets Policy.

14. APPROVAL FOR THE FINANCE DIRECTOR TO ATTEND THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) CONFERENCE

Approved the Finance Director to attend the GFOA Conference in Seattle, Washington.

~~15. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR MUNICIPAL CIVIL ENGINEERING SERVICES FOR THE REVIEW OF DEVELOPMENT PROJECTS~~

~~Recommendation: Approve an Amendment to the Professional Services Agreement with CSG Consultants, Inc. for Municipal Civil Engineering services for the review of development projects, in an amount not to exceed \$97,000 for the remainder of Fiscal Year 2008-09.~~

16. ADOPTION OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE MENLO PARK SCHOOL DISTRICT FOR DISTRICT PARTICIPATION IN AN AMOUNT UP TO \$187,167 IN THE COST OF INSTALLING A TRAFFIC SIGNAL ON MIDDLEFIELD ROAD AT ENCINAL AVENUE

Adopted Resolution No. 09-01 approving a Memorandum of Understanding with the Menlo Park School District (MPSD) for District participation in an amount up to \$187,167 in the cost of installing a traffic signal on Middlefield Road at Encinal Avenue.

17. APPROVE AN EMERGENCY SERVICES AGREEMENT WITH WATERWORKS FOR PLUMBING SERVICES FOR THE HOLBROOK-PALMER PARK SEWER REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$63,000

Accepted the proposal and authorized the City Manager to sign an Emergency Services Agreement with Waterworks to provide plumbing services for the Holbrook-

Palmer Park Sewer Project in an amount not exceed \$63,000. The City Manager recommends that competitive bidding be dispensed with under Municipal Code Section 3.16.110(1) and (7).

~~18. AWARD OF CONTRACT TO J. J. NGUYEN, INC. FOR THE HOLBROOK PALMER PARK FOUNTAIN PROJECT NUMBER 08-006~~

~~Recommendation: Award the contract for the Holbrook Palmer Park Fountain Project, Project No. 08-006 to J. J. Nguyen, Inc., the low bidder on the January 8, 2009, bids, for \$68,637.70, with a 10% construction contingency of \$6,863.70, for a total authorization of \$75,501.47; and to authorize the City Manager to sign the contract on behalf of the Town.~~

19. ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND FOR THE HOLBROOK-PALMER PARK TENNIS COURT REHABILITATION PROJECT

Adopted Resolution No. 09-02 of the City Council of the Town of Atherton approving the application for Land and Water Conservation Fund (LWCF) for the Holbrook-Palmer Park Tennis Court Rehabilitation project, and committing the required local match of 50%.

~~20. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILSEY HAM FOR STREET RECONSTRUCTION FINAL DESIGN SERVICES FOR THE FLETCHER RIDGEVIEW PROJECT~~

~~Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide street reconstruction final design services for the Fletcher Ridgeview Project in an amount not exceed \$37,596, plus a 10% contingency, for a total authorization of \$41,345.~~

21. ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT FOR DISTRIBUTION OF SAN MATEO COUNTY MEASURE A FUNDS FOR LOCAL TRANSPORTATION PURPOSES IN ACCORDANCE WITH THE 2004 MEASURE A, EFFECTIVE JANUARY 1, 2009

Adopted Resolution No. 09-03 approving an agreement for distribution of San Mateo County Measure A funds for local transportation purposes in accordance with the 2004 Measure A, effective January 1, 2009.

~~22. APPROVAL OF CITY COUNCIL COMMITTEE ASSIGNMENTS~~

~~Recommendation: Approve Council Committee assignments made by Mayor Jerry Carlson~~

~~23. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER A. JOSEPH & ASSOCIATES FOR PREPARATION OF ENVIRONMENTAL IMPACT DOCUMENTS FOR SACRED HEART SCHOOLS~~

~~Recommendation: Approve the attached Professional Services Agreement with Christopher A. Joseph & Associates for the preparation of Environmental Impact documents for the St. Joseph's School reconstruction and other Master Plan projects at Sacred Heart Schools.~~

**24. APPROVE ALLOCATING \$5,000.00 FOR PUBLIC OUTREACH AND CREATING AN INTERACTIVE MODEL FOR THE NEW TOWN CENTER**

Approved a total of \$5,000.00 for public outreach and creating an interactive model for the New Town Center; \$1,000.00, or 20%, to come from the 406 account and \$4,000.00, or 80%, to be funded from the fund balance. The \$4,000.00, or 80%, would be allocated as part of the Mid-Year Budget adjustment.

~~25. REVIEW OF PROPOSAL FROM PMC FOR EXPANDED BUDGET FOR TOWN OF ATHERTON ZONING CODE UPDATE~~

~~Recommendation: Staff, at the request of the Planning Commission, recommends that the City Council authorize PMC's expanded budget for the zoning code update.~~

**26. PURCHASE OF A DISASTER PREPAREDNESS VEHICLE**

Authorized the Town to "piggy back" on the City of Redwood City's competitive bid in order to purchase one Ford Expedition 4x4 disaster management and recovery police vehicle for the fiscal 2008-2009 budget cycle, for a total cost of \$29,007.06.

**27. REORGANIZATION OF THE ADMINISTRATION OFFICE AND FINANCE DEPARTMENT (Continued from the City Council meeting of December 17, 2008.)**

Approved the City Manager's request for the following: 1) Eliminate the 0.5 FTE City Clerk position; 2) Assign responsibility for City Clerk duties to the Assistant City Manager; 3) Add 1.0 FTE Executive Assistant/Deputy City Clerk position per attached Job Description; 4) Eliminate the 1.0 FTE Assistant Finance Director position; 5) Add 1.0 FTE Accountant position per attached Job Description; 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE; 7) Layoff 0.25FTE Office Assistant position due to a lack of work at that level; 8) Approve salary range for Executive Assistant/Deputy City Clerk; 9) Approve salary range for Accountant

**PUBLIC HEARINGS (Item 28)**

**28. MENLO SCHOOL PHASE III DEVELOPMENT PROJECT AND SEPARATION FROM MENLO COLLEGE; INCLUDING AN INITIAL STUDY, MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM, ZONING ORDINANCE AMENDMENT AND TENTATIVE PARCEL MAP (50 VALPARAISO AVENUE AND 1000 EL CAMINO REAL – APN 070-360-070 and 070-250-190)**

Council Member Marsala recused himself from the item because his residence was within 500 feet of the subject property.

Mayor Carlson opened the public hearing.

Deputy Town Planner Lisa Costa Sanders presented the staff report. A request for a Tentative Parcel Map, ordinance amendment, and a division of the property currently owned by Menlo School and Menlo College was before the Council. The existing site was approximately 58.7 acres in area. The proposed subdivision would create four parcels: one parcel would be 16.4 acres for the Menlo School campus; a 7-acre parcel of identical size to the original subdivision on Leon Way would contain the Menlo College president's home; a 20-acre parcel would be utilized for Menlo College; and a 5.6-acre parcel would continue to be a shared-use parcel. The Tentative Parcel Map did not include the 50-acre parcel that was used as Cartan field. The new property line would be located approximately 10 feet from some of the existing buildings on campus. The applicant was requesting an ordinance amendment to the PFS District that would allow a 10-foot side- and rear-yard setback only when a private or public school abutted another private or public school. Staff prepared a Mitigated Negative Declaration with a Mitigated Monitoring Plan. At its December 3, 2008, meeting, the Planning Commission voted to recommend that the Council approve the Tentative Parcel Map and the ordinance amendment. The Commission also approved the Mitigated Negative Declaration, a Conditional Use Permit (CUP), and a Heritage Tree Removal Permit. The CUP included a new gymnasium building, a new performing arts theater, a new science and arts building, the demolition of some of the existing structures, and a temporary campus that would be located in the middle loop road for Menlo School. A condition of approval for the parcel map required the school and the college to apply to rezone portions of the property, specifically the president's home on Leon Way, as well as a portion of the Menlo School parcel along Valparaiso Avenue where the parking lot was located. The application would need to be applied for before the Council accepted the Final Parcel Map. Additionally, Condition 6 related to the separation and external openings in the existing buildings with the new property line. The architect had prepared the study to see if the buildings complied with the current building code. Some alterations might be needed, and Menlo School suggested alternate language that was included in Council's packet. Staff and the City Attorney were agreeable to the additional language with the inclusion of a requirement for a bond. Council was being asked to approve the Mitigated Negative Declaration, to introduce the ordinance, and approve the Tentative Parcel Map. The ordinance required a second reading and would become effective 30 days later. The Tentative Parcel Map would be effective for two years at which time a Final Parcel Map was required to be filed. If the conditions of the Tentative Parcel Map were met, the consulting city engineer would recommend the Council accept the Final Parcel Map for filing which would be recorded in the San Mateo County Recorder's office.

Norman Colb, Head of Menlo School, gave the history of Menlo School and Menlo College, which operated as one institution until July 1, 1994. Since 1994, each had operated as entirely autonomous institutions; however, separating the land had not been accomplished. Both owned the entire land. During the past two years, the school and college entered into serious negotiations culminating in a set of agreements approved by both boards, truly a historic moment, 15 years in the making. Chop Keenan, President of Board of Trustees, was also present.

**Matt Madison, Chair of the Building and Grants Committee for Menlo School and a Member of the Board of Trustees, said the goal over the long term was to provide each school with its academic core campus and to reduce the shared areas. Close consideration was given to the needs of each school and its neighbors. The college had worked with the school to create a mechanism by which emergency vehicles and police and fire personnel had access to the buildings. The setback was designed to build closer together where the college and school abutted each other but did not impact any neighbors.**

**Jeff Berry, Board of Trustees, Menlo School, said a formal working group was created with some of the neighbors that met regularly over the past few years. Other communications also took place related to specific issues that might arise. The design parameters such as noise mitigation, elimination of views, and traffic circulation were some of the topics discussed with neighbors. Last year, discussions centered on proposed hours of use. Currently, there were no outstanding issues with the neighbors.**

**David McAdoo, Director of Operations and Construction at Menlo School, explained Phase III of the project. Some buildings would be renovated, others removed, and others relocated which would establish a new campus core. The activity would be focused and circulated to the center of campus. The buildings were designed to set up not only good circulation for the school campus but also good perimeter access for the college campus. The new athletic center would go a long way to serve both campuses' strong athletic programs, etc. Mr. McAdoo described the other new buildings, the landscape plan, the parcel map, and ordinance amendment. He noted the request to change the setback requirements was to keep the buildings toward the center of campus to contribute to the idea of containing all noise, activity, and circulation in the center of camps. He asked Council to adopt the Mitigated Negative Declaration, to approve the zoning ordinance amendment, and to approve the Tentative Parcel Map with the conditions specified. He responded to Council questions.**

**Mayor Carlson said the Town was interested in lower income housing, and Douglas Village had seven faculty homes. He queried whether they were counted in the Town's Housing Element.**

**Deputy Town Planner Costa Sanders stated the Housing Element was looking at net new construction. Menlo School's Master Plan did show that Douglas Village could be replaced with new housing units.**

**Mr. McAdoo said predicting requirements for faculty housing was difficult. The Douglas Village homes were a vestige of the school's residential institutional past. The requirement to have adults on the property was no longer relevant. The college, however, was a residential institution that had faculty and staff who lived on campus. In response to Mayor Carlson, Mr. McAdoo described the parking plan and programs to handle large crowds. The new athletic center was designed for the Menlo School population and was not rented to the general public.**

**Council Member Lewis had concerns regarding public safety and construction time.**

**Mr. McAdoo said each building had a construction cycle of 14 to 16 months. The original plan was to do it all at once; however, construction was based on fundraising. A**

commitment from the college was that the gymnasium would be the first building constructed. If the economic reality was that construction had to be phased, the fact that the gymnasium would be first created a noise barrier for future construction.

Council Member Lewis was actually excited about the project and believed the team of experts had created the proper trust among the neighbors.

Vice Mayor McKeithen commended the applicants for the completeness of their documentation and efforts for community outreach. Mr. McAdoo responded to her concerns regarding the staging area during construction, described the parking plan, and noted Valparaiso Avenue would not be impacted. She suggested adding the following wording regarding side- and/or rear-yard setbacks not only to the ordinance amendment but also throughout the other documents, "...limited to that side or rear portion of the property where a PFS District property is adjacent to another side or rear portion." Additionally, in Item No. 32 of the Tentative Parcel Map, i.e., rezoning the R1A District for the president's house, did not include the parking lot rezoning of that portion of the east side of the Menlo School/Valparaiso parking lot, a one-acre parcel from R1A to PFS zoning, and need to be added. The language in the formal motion needed to be changed on Item No. 3 to say, "...as recommended in the Planning Commission's recommended Tentative Parcel Map." Regarding the building code compliance and Tentative Parcel Map work, she queried whether Menlo School was reimbursing the Town for CSG's work. Deputy Town Planner Costa Sanders said a deposit included CSG's time. She also noted the other environmental issues (other than Heritage trees) that were mitigated were listed on Page 34 of the Mitigated Negative Declaration and related to aesthetics for replacement planting, and traffic and transportation during construction time.

Louis Paponis, Atherton, said his home was 450 feet from Menlo School's property line. He had worked very closely with the school over the past 10 to 12 years and was part of the neighborhood committee. He spoke very highly of the courtesy of the staff and manner in which they followed through on recommendations. They did everything they could to mitigate any concerns, were very sincere, and straightforward. He urged Council to approve the project.

Mayor Carlson closed the public hearing.

**MOTION – to make the findings outlined in the Staff Report, take the following actions and approve the Tentative Parcel Map with the conditions listed in the Draft Approval Certificate: 1) Adopt the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program Dated November 14, 2008; 2) Introduce the Ordinance, the Zoning Ordinance Amendment providing for a 10-foot side- and rear-yard setback where two schools abut; and 3) Approve the Planning Commission Recommended Tentative Parcel Map for division of the property into four new parcels with conditions recommended in the Planning Commission Approved Certificate of Approval, with the changes suggested by Vice Mayor McKeithen**

**M/S McKeithen/Carlson                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0**

**REGULAR AGENDA (Items 29-33)**

**29. CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING THE OUTSOURCING OF COLLECTION OF BUSINESS LICENSE TAX TO MUNISERVICES, LLC, AND ADD-ON A BUSINESS LICENSE PROCESSING FEE**

**Finance Director Louise Ho presented the staff report. Staff had recommended to the Finance Committee the outsourcing of the Town's business license administration/ collection to MuniServices, a firm specializing in government taxation. Finance Director Ho highly recommended MuniServices as she had first-hand experience with the firm in her former position. The outsourcing of the business license tax required an annual processing fee of \$25 per fiscal year. The processing fee was not a tax and could be passed on to the actual cost of issuing and administering the business license process. The taxpayer could always contact Town staff with questions or issues. Finance Director Ho responded to Council questions. Representatives from MuniServices were also present to answer Council questions.**

**Carol Flaherty, Atherton, said the first issue regarding the business license tax was not yet resolved, and she thought it was ill advised to hire MuniServices if it was the foundation for providing advice on the matter. She also noted due to the inability to get a construction loan, she doubted there would be much volume in business licenses. Additionally, she questioned the need to outsource the business license collection to a third party when the information could be administered through the computer system the Town recently acquired.**

**A discussion ensued regarding customer service-type issues surrounding the outsourcing of the business licenses.**

**City Manager Jerry Gruber said outsourcing the business license administration/ collection was an opportunity to consolidate and become more efficient and effective.**

**Vice Mayor McKeithen said the agreement referred to an addendum, and she thought it should refer to Exhibit A, Section 3A, as amended from time to time. Page 8 needed clarification on mailing notices to the Town, Compensation 3.1 needed to refer to Exhibit A, Section 3A, as amended from time to time, the fifth "Whereas" in the resolution the word "fee" needed to be changed to "fees."**

**Council Member Lewis queried how many fees did the Town actually need to manage and thought Ms. Flaherty made a good point. Construction activity was in decline.**

**Finance Director Ho said staff was compiling that number. MuniServices was taking a risk with the current economy because there was no minimum fee.**

**MOTION – to adopt Resolution No. 09-04 of the City Council of the Town of Atherton approving the consultant services agreement by and between the Town of Atherton and MuniServices, LLC, with changes noted by Vice Mayor McKeithen, and add on a business license processing fee**

**Council Member Marsala said he was concerned with the \$25 processing fee being passed on to the consumer.**

Vice Mayor McKeithen was hopeful for better recordkeeping and freeing up staff time to work on other issues.

M/S McKeithen/Marsala Ayes: 3 Noes: 1 (Lewis) Absent: 1 (Dobbie) Abstain: 0

**30. CONSIDERATION AND APPROVAL OF AN INVESTMENT ADVISORY AGREEMENT – NON-DISCRETIONARY WITH MBIA MUNICIPAL INVESTORS SERVICE CORPORATION; AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT**

City Manager Jerry Gruber said the item was discussed at length at a Finance Committee meeting and was the next step in the Town’s revised Investment Policy.

Finance Director Louise Ho presented the staff report. Currently, the Town’s Investment Policy was being managed by the City Manager and the Finance Director. With the current economic conditions and financial climate, staff was trying to determine how to best invest the Town’s funds and, at the same time, achieve safety, liquidity, and yield. Finance Director Ho explained the process and reasons by which MBIA was selected, as well as the services to be provided.

Gay Eishoff, MBIA representing the West Coast, said the customized asset management system was designed specifically for public agencies. Over the years, MBIA had written hundreds of investment policies. Reports were designed specifically for public agencies. Compliance reporting was in compliance with State code and various governmental accounting standards. The portfolios MBIA had been managing for several years were in good shape and poised to weather a downturn. As of November 30, 2008, performance returns were in the 3.9% to 4% range. Ms. Eishoff responded to Council questions.

Discussion ensued regarding the steps necessary to implement the program.

**MOTION – to approve the investment advisory agreement – non-discretionary with MBIA Municipal Investors Service Corporation and Authorize the City Manager to Sign the Agreement**

M/S McKeithen/Marsala Ayes: 4 Noes: 0 Absent: 1 (Dobbie) Abstain: 0

**31. REVIEW AND GIVE DIRECTION TO STAFF REGARDING A COMMENT LETTER ON THE SCOPE OF STUDY FOR THE CALIFORNIA HIGH SPEED TRAIN PROJECT LEVEL EIR/EIS FROM SAN FRANCISCO TO SAN JOSE**

Public Works Director Duncan Jones presented the staff report. Last week, the High-Speed Rail Authority (CHSRA) met and set out a schedule. Two scoping sessions would be held the next day, one designed for municipal people in the afternoon, and one for residents in the evening. Comments on the scope of the EIR/EIS were due March 6, 2009. A draft letter was prepared with the help of Jack Ringham that was reviewed at the Rail Committee meeting. The Rail Committee suggested the Town should prepare comments to the responses to comments that were received from the CHSRA on original comments to the program-level EIR. The next step was to

incorporate the Town's comments, responses, why the responses were inadequate, and what the Town wanted CHSRA to do to address the inadequacies. The Rail Committee wanted to know whether the Council had any other hot buttons to get into the comments. The next three weeks would be spent compiling the information into the letter.

Council Member Marsala said the letter was very comprehensive. He noted Prop 98 said that 39% of the State budget went to education and was indexed at 45%. He queried whether the \$10 billion needed for CHSRA would have a set-aside component for Prop 98.

Public Works Director Jones said the Rail Committee discussed issues like that and thought they were out of the scope of an EIR. He said there would be an opportunity to make any kind of comments to the CHSRA at the public hearings.

Discussion continued regarding various aspects of CHSRA including mitigation costs, alignment alternatives, etc.

No action taken.

32. **ADOPTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009** *(Continued from the City Council meeting of December 17, 2008.)*

City Manager Jerry Gruber said the previous Memorandum of Understanding (MOU) covered the period of July 1, 2005 through June 30, 2008. The Town's Management Team met and conferred with the union representatives and reached agreement. The attached MOU reflected the proposed agreement and would be retroactive. The MOU would be effective from July 1, 2008 through June 30, 2009.

Vice Mayor McKeithen said she had asked for Item No. 32 and Item No. 33 to be continued in order to provide for public comment. None was received.

**MOTION – to adopt the MOU for the period of July 1, 2008 through June 30, 2009**

**M/S McKeithen/Marsala Ayes: 4 Noes: 0 Absent: 1 (Dobbie) Abstain: 0**

**33. ADOPTION OF A RESOLUTION ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF FOR FISCAL YEAR 2008-09 THROUGH June 30, 2009 (Continued from the City Council meeting of December 17, 2008.)**

City Manager Jerry Gruber said the previous resolution covered the period from July 1, 2005 through June 30, 2008. The Town's Management Negotiating Team met with mid-management representatives regarding a new agreement. The new resolution reflected the proposed agreement and would be effective from July 1, 2008 through June 30, 2009, and was retroactive.

**MOTION – to adopt Resolution No. 09-05 adopting salaries and benefits for Management Staff for Fiscal Years 2008-09 through June 30, 2009**

M/S McKeithen/Lewis                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0

**8. APPROVAL OF MINUTES OF THE SPECIAL CLOSED SESSION MEETING OF DECEMBER 8, 2008, AND SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF DECEMBER 17, 2008 (Removed from the Consent Agenda and placed on the Regular Agenda for discussion.)**

Council Member Marsala thought the report of action taken out of Closed Session on December 17, 2008, was not as he remembered it regarding subcontractors. It stated, "Refunds would be offset by the annual amount of \$250 per general contractor and \$150 for subcontractors and those contractors must be identified by the claimant."

City Attorney Marc Hynes recalled part of the issue was making sure that subcontractors were identified. Anyone filing a claim for a tax refund was obliged to provide the information.

A discussion centered on whether or not to revisit the item in Closed Session. The minutes would not change since they accurately reflected what was reported out of the December 17, 2008, Closed Session. Council could discuss the issue in a subsequent Closed Session.

**MOTION – to approve the Special City Council Closed Session minutes of December 17, 2008**

M/S Carlson/McKeithen    Ayes: 2    Noes: 1 (Marsala)    Absent: 1 (Dobbie)    Abstain: 1 (Lewis)

The minutes were approved since an abstention went along with the ayes.

**MOTION – to approve the Special City Council Closed Session minutes of December 8, 2008, and the Regular City Council minutes of December 17, 2008**

M/S McKeithen/Lewis                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0



**12. APPROVAL OF A PROFESSIONAL/CONSULTING SERVICES AGREEMENT WITH NBS FOR A COST ALLOCATION PLAN, FULL COST RECOVERY STAFF HOURLY LABOR RATES, AND COMPREHENSIVE FEE STUDY**

Council Member Marsala asked whether the scope of services included using a valuation method of determining building permit fees as opposed to the \$350 per square foot currently charged.

Building Official Mike Wasmann indicated it would be addressed in the Master Fee Study. The \$350 per square foot currently in the resolution pertained to new construction. The valuation method was for remodels.

Finance Director Louise Ho clarified the fee study was to look at all the fees the Town was currently charging including the building fees. The consultant was fully apprised of the issues. The cost allocation plan would be brought back to Council in 60 days for approval, which was the first step in setting the fees and hourly rate. Thirty days later the fee study would be returned to Council.

Council Member Lewis noted more and more money was being appropriated for unbudgeted expenses. The mid-year adjustments seemed to grow and grow. She noted a need to proceed cautiously and to ask whether the item was absolutely necessary.

Council concurred the studies were needed and would ultimately cost the Town more in loss of credibility and legal expenses if they were not done.

**MOTION – to approve the professional/consulting services agreement with NBS for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study; and authorize the City Manager to execute the agreement**

**15. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR MUNICIPAL CIVIL ENGINEERING SERVICES FOR THE REVIEW OF DEVELOPMENT PROJECTS**

Vice Mayor McKeithen asked whether there was a way to recover more funds from past projects than had been collected.

Public Works Director Duncan Jones said CSG looked at what their actual costs were for the fees they charged and reported the Town was not sufficiently recovering on each project. Staff considered implementing CSG's recommended fees. However, with the upcoming fee study, staff thought having an independent party review the fees would be a better way to go. Staff discussed the issue with the potential consultant who suggested using a graduated fee based on project size.

Vice Mayor McKeithen was concerned that the additional \$97,000 would not be recoverable without an appropriate fee.

**MOTION – to approve an Amendment to the Professional Services Agreement with CSG Consultants, Inc. for Municipal Civil Engineering services for the review of development projects, in an amount not to exceed \$97,000 for the remainder of Fiscal Year 2008-09**

**M/S McKeithen/Carlson                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0**

**18.    AWARD OF CONTRACT TO J. J. NGUYEN, INC. FOR THE HOLBROOK PALMER PARK FOUNTAIN PROJECT NUMBER 08-006**

**Council Member Lewis was concerned about another huge expense for the Town and suggested moving the money to the tennis court project.**

**Public Works Director Duncan Jones said the fountain was a historic fountain that had been located in front of the Main House at Holbrook-Palmer Park. The fountain was in disrepair, had been restored, and was waiting to be reinstalled. The money was in the budget for 2008-09.**

**MOTION – to award the contract for the Holbrook Palmer Park Fountain Project, Project No. 08-006 to J. J. Nguyen, Inc., the low bidder on the January 8, 2009, bids, for \$68,637.70, with a 10% construction contingency of \$6,863.70, for a total authorization of \$75,501.47; and to authorize the City Manager to sign the contract on behalf of the Town**

**M/S Lewis/Carlson                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0**

**20.    APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILSEY HAM FOR STREET RECONSTRUCTION FINAL DESIGN SERVICES FOR THE FLETCHER-RIDGEVIEW PROJECT**

**Council Member Lewis said \$1.5 million from Measure A and road impact funds had been budgeted for street reconstruction work in fiscal year 2007-08. She queried what would happen if funds from the road impact fee would need to be refunded.**

**Public Works Director said the fiscal year was actually 2008-09. He noted the project was the highest priority project currently and would use approximately \$500,000. Other projects would be delayed if revenues were inadequate.**

**MOTION – to accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide street reconstruction final design services for the Fletcher-Ridgeview Project in an amount not exceed \$37,596, plus a 10% contingency, for a total authorization of \$41,345.**

**M/S Carlson/McKeithen                      Ayes: 4    Noes: 0    Absent: 1 (Dobbie)    Abstain: 0**

**22. APPROVAL OF CITY COUNCIL COMMITTEE ASSIGNMENTS**

**Council Member Marsala wanted to discuss changing the role of the Screening Committee.**

**Mayor Carlson thought the issued should be discussed at the upcoming Study Session. He thought the Screening Committee should do all the interviewing or be eliminated.**

**Council Member Marsala noted the Mayor had listed alternates for the Council standing committees, which had actually been voted down in 2006. The issue should be revisited. He also believed there was a need to rotate representatives on the Finance Committee. A fresh set of eyes might be a good idea. The committees could be ranked as to their importance and power and all Council Members should have an opportunity to serve.**

**Mayor Carlson agreed further discussion was needed on assignments; however, he did not want to postpone the item.**

**MOTION – to approve City Council Committee Assignments**

**M/S/ Carlson/McKeithen Ayes: 2 Noes: 2 (Marsala/Lewis) Absent: 1 (Dobbie) Abstain: 0**

**Motion failed.**

**The issue would be placed on a Special City Council meeting for discussion on January 30, 2009.**

**25. REVIEW OF PROPOSAL FROM PMC FOR EXPANDED BUDGET FOR TOWN OF ATHERTON ZONING CODE UPDATE**

**Council Member Lewis queried how the process could be concluded as she thought there was a lot of redundancy between the General Plan Committee’s review and the Planning Commission’s review.**

**Council Member Marsala was in favor of approving the item. However, at some point, he would like to see a spreadsheet on all the additional appropriations for consultants, etc.**

**MOTION – to authorize PMC’s expanded budget for the zoning code update**

**M/S Marsala/Carlson Ayes: 4 Noes: 0 Absent: 1 (Dobbie) Abstain: 0**

**34. COUNCIL REPORTS**

**Council Member Lewis was attending the League of Cities Boot Camp for newly elected Mayors and Council Members and was finding it informative. She was happy to be on the Council.**

**Council Member Marsala suggested, regarding the recent off-leash dog attack, adding the Police Department Dispatch phone number to the signs to report off-leash dogs.**

**He said the Blue Ribbon Task Force met and recommended transferring the excess funds from the general reserves to the Town Center project. Additionally, he wanted the Phase I, II, III audits reviewed by an independent investigator and placed on the agenda for discussion. He would attend the League of Cities Boot Camp the next day as a moderator for city finances. He suggested Council needed an update to the proposed changes to the Heritage ordinance.**

**Vice Mayor McKeithen said the Transportation Committee met and discussed red light cameras, no determination was made, and direction was given to Chief Nielsen to pursue various vendors, etc. She attended the Rail Committee meeting.**

**Mayor Carlson did not have a report**

**35. PUBLIC COMMENTS**

**There were no public comments.**

**36. ADJOURN TO A CONTINUED CLOSED SESSION**

**Mayor Carlson adjourned the meeting to a continued Closed Session at 11:15 p.m.**

**RECONVENE TO CLOSED SESSION**

**Mayor Carlson called the Continued Closed Session to order at 11:20 p.m.**

**RECONVENE TO OPEN SESSION**

**City Attorney Marc Hynes reported out of the Continued Closed Session as follows:**

**Item C, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9: Four (4) potential cases: On one potential case, the Town will update the 2005 Kimley Horn Road Impact Fee Study. There was no reportable action on the other three potential cases.**

**FINAL ADJOURNMENT**

**Mayor Carlson adjourned the Continued Closed Session at 12:40 a.m.**

**Respectfully submitted,**

---

**Kathi Hamilton  
Acting City Clerk**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL STUDY SESSION/  
CITY COUNCIL SPECIAL MEETING**  
**JANUARY 30, 2009**  
**8:00 a.m. Friday**  
**MAIN HOUSE**  
**Holbrook-Palmer Park**  
150 Watkins Avenue  
Atherton, California  
**Special Meeting**

Mayor Carlson called the meeting to order at 8:10 a.m.

**PLEDGE OF ALLEGIANCE**

**1. ROLL CALL**

**PRESENT:** Elizabeth Lewis  
Jim Dobbie  
Charles E. Marsala  
Jerry Carlson  
Kathy McKeithen

**STUDY SESSION**

**2. INVESTIGATE LONG-TERM FINANCING MECHANISMS WELL IN ADVANCE OF THE PARCEL TAX SUNSET DATE OF JUNE 30, 2010**

**Discuss hiring a consulting firm to conduct an Atherton resident survey regarding the upcoming Parcel Tax and/or Utility User Tax. The consulting firm could coordinate public outreach and educational information regarding the proposed ballot measure.**

**3. DETERMINE THE FEASIBILITY POLITICALLY, ECONOMICALLY, AND OPERATIONALLY OF A NEW OR REMODELED TOWN CENTER AND CONSIDER IMPLEMENTATION OF THE RECOMMENDATIONS FROM THE FACILITY STUDY**

**4. PRESENTATION BY JESUS NAVA, FINANCE DIRECTOR FOR THE CITY OF BURLINGAME, REGARDING SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY (SBWMA), THE NORCAL CONTRACT, BOND FINANCING, AND THE SAN CARLOS AGREEMENT**

5. DETERMINE THE FEASIBILITY OF ANNEXATION, COMMERCIAL AND RESIDENTIAL, AND IF FEASIBLE, CONSIDER PURSUING ANNEXATION OF DESIGNATED AREAS
6. WORKING LUNCH – PURSUE OPTIONS OF OBTAINING TOWN OF ATHERTON HOUSING ELEMENT STATE CERTIFICATION
7. DISCUSS FUNDING AND BUILDING QUAD GATES AT TRAIN CROSSINGS, IMPLEMENTATION OF QUIET ZONES, AND PERSUADING CALTRAIN (CALIFORNIA HIGH-SPEED RAIL AUTHORITY CHSRA) TO ACCOMMODATE ATHERTON’S CONCERNS REGARDING HIGH-SPEED RAIL
8. DISCUSS IMPLEMENTATION OF PERFORMANCE BASED MEASURES FOR EACH DEPARTMENT FOR THE TOWN OF ATHERTON
9. DISCUSS HOW TO BETTER COMMUNICATE WITH RESIDENTS
10. CONCLUSION OF STUDY SESSION AND CLOSING COMMENTS

Mayor Carlson adjourned the Study Session at 1:50 p.m.

**ADJOURNMENT TO A SPECIAL CITY COUNCIL MEETING**

Mayor Carlson called the meeting to order at 2:10 p.m.

**1. ROLL CALL**

**PRESENT:** Elizabeth Lewis  
Jim Dobbie  
Charles E. Marsala  
Jerry Carlson  
Kathy McKeithen

**2. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY COUNCIL SCREENING COMMITTEE**

Mayor Jerry Carlson said the issue was whether the Council wanted to maintain a Screening Committee or have the entire Council interview potential candidates for committees and commissions.

Council Member Marsala noted former Mayor Alan Carlson suggested having the whole Council interview potential candidates three years prior; however, Council decided not to institute it at that time. Council Member Marsala wanted to revisit the issue because some committees/commissions were steppingstones to being elected to Council. Those who were selected to serve on committees/commissions would have an advantage, and he believed the full Council should be involved in the process.



**Mayor Carlson said the next item for approval was the Council Committee assignments.**

**Council Member Marsala thought some of the committees needed a fresh set of eyes and Council Members should rotate committee assignments.**

**Council Member Lewis said she was not assigned to committees she requested. She would like to be considered as the representative rather than the alternate on several committees, e.g., Finance, Town Center, or General Plan Committee.**

**Council Member Dobbie thought choosing people who had the experience and knowledge for a particular committee was the most helpful. He believed Mayor Carlson and Vice Mayor McKeithen were very effective on the Finance Committee.**

**Council Member Marsala said some cities did not have a Finance Committee or the only role was to bring the audit to the residents, which enabled the full breadth of the Council to review financial matters. He thought all members of the Council should be rotated on the Finance Committee in order for all members to become knowledgeable, which would ultimately benefit the Town.**

**MOTION – to approve Council Committee Assignments as appointed by the Mayor**

**Council Member Lewis said the Finance Committee had no term limit, no rotation, and no ability for other members to serve on it. She believed there was evidence of the need to have new eyes on the committee. She also suggested expanding it to include a member of the community who would have more expertise either with a financial background or a legal background. Additionally, she suggested the Finance Committee meet on a scheduled basis, not on an as-needed basis, in order for the community to attend.**

**Council Member Marsala agreed. The Finance Committee should have a set schedule like most of the committees/commission. Additionally, he said some committees had more prestige or power than others, and members should be assigned on a more rotational basis.**

**Mayor Carlson agreed with setting regularly scheduled meetings for the Finance Committee.**

**M/S McKeithen/Dobbie Ayes: 3 Noes: 2 (Marsala,Lewis) Absent: 0 Abstain: 0**

**4. DISCUSSION AND POSSIBLE ACTION REGARDING A PROCEDURE FOR COUNCIL MEMBERS TO REQUEST AN ITEM BE PLACED ON THE CITY COUNCIL AGENDA**

**City Attorney Marc Hynes presented the staff report. Currently, the City Manager controlled the preparation of the agenda. Should the City Council desire to put into place a procedure whereby one or more Council Members could request items be**

placed on an agenda, paragraph 5.2 should be amended accordingly. To avoid an arguable violation of the Brown Act involving three or more Council Members agreeing on an item of business outside a regularly noticed meeting, paragraph 5.2 could be revised to include language authorizing one or two Council Members to request placement of an item on an agenda

Council Member Marsala had researched other cities. He proposed: 1) if one Council Member wanted to add an item to the agenda, the City Manager would put it on the end of the next Council agenda, and if the item received a second, it would be scheduled for the next Council meeting; 2) If two Council Members wanted an item on the agenda, the item would be put on the next agenda for discussion; and 3) if a committee/commission wanted to bring something to the Council for discussion, a motion at the committee level would be sufficient to schedule the item on a Council agenda.

Council Member Lewis said if an individual Council Member wanted an item on the agenda, he/she should compose a one paragraph description to be included in the agenda packet.

A short discussion ensued regarding the public's ability to put items on the agenda.

Council Member Dobbie was concerned if two members were able to put an item on the agenda, two members would be able to take something off the agenda, causing difficulties.

Vice Mayor McKeithen was not in favor of allowing two Council Members to put items on the agenda. The City Manager was hired to do the job for the best interest of the Town. The City Manager, in conjunction with the Mayor, should determine if the item was appropriate for Council discussion. If Council Members were allowed to put items on the agenda, the process would become politicized.

A lengthy discussion centered on the pros and cons of allowing two Council Members to put items on the agenda, how other cities handled the process, and what types of discussions would be appropriate or inappropriate and/or legal or illegal. Additionally, discussion ensued regarding information needed in the description and/or staff report forwarded to the Council.

**MOTION** – should a Council Member want an item on the agenda, he/she should request the City Manager to place the item on the next agenda to determine Council support to discuss the item on the subsequent month's agenda; Further, the Council Member should include a summary of the item

**M/S Marsala/McKeithen**

**Ayes: 5 Noes: 0 Absent: 0 Abstain: 0**

A discussion ensued regarding placing items on the agenda coming out of committee and commissions. Some concerns were raised regarding items being presented that might not be appropriate. The pros and cons were discussed. City Attorney Hynes clarified an item could be tabled without holding discussion.

Mayor Carlson believed Council had an obligation to discuss what came out of committees/commissions. He would like committees/commissions to have more responsibility.

**MOTION – if a committee/commission passed a motion for Council to consider a proposal, the item will be placed on the Council’s agenda within two meetings**

Discussion ensued with the City Manager regarding the logistics of placing items on the agenda, etc.

M/S Marsala/Lewis            Ayes: 3   Noes: 2 (McKeithen/Dobbie)   Absent: 0   Abstain: 0

Council Member Marsala made a motion to allow two Council Members to place an item on the Council’s agenda for discussion.

Discussion centered on the possible need for more information in order to take action, whether staff time was needed, Council’s ability to table the discussion or direct staff to pursue items further, and possibly elongating and politicizing meetings. After a back and forth dialogue, the following motion was finalized:

**MOTION – should two council members want an item on the agenda, the item will be placed on the Council’s agenda for discussion within two meetings, limited to one item per meeting, placed at the end of the agenda, not to consume more than 30 minutes of staff time, for an up or down vote at the meeting**

M/S Marsala/Lewis                            Ayes: 5   Noes: 0   Absent: 0   Abstain: 0

Before adjournment, City Attorney Marc Hynes said Council should consider adding an item to the agenda to be discussed in Closed Session regarding Pilar Ortiz-Buckley. The issue arose after the agenda was posted and would take a 4/5 vote of the Council.

**MOTION – to add a Closed Session item to the agenda regarding Pilar Ortiz-Buckley**

M/S Carlson/Dobbie                            Ayes: 5   Noes: 0   Absent: 0   Abstain: 0

**5. ADJOURN TO CLOSED SESSION**

Mayor Carlson adjourned the Special City Council meeting to a Closed Session at 3:38 p.m.

**RECONVENE TO OPEN SESSION**

Report of action taken.

City Attorney Marc Hynes reported out of Closed Session that no action was taken.

**FINAL ADJOURNMENT**

**The meeting was adjourned by Mayor Carlson at 4:15 p.m.**

**Respectfully submitted,**

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**Jerry Carlson**  
**Mayor**

**Minutes Prepared by:**  
**Kathi Hamilton**

**TOWN OF ATHERTON**  
**CLAIMS LIST**  
 January 2009

Payroll Checks #	12595-603, 65-73,	12735-744	\$ 13,079
Direct Deposit	12605-62, 75-732	12746-804	434,344
Electronic Transfer			150,334
 A/P Checks #	 27649-27833		 819,015
<b>TOTAL</b>			<b>\$1,416,772</b>

I, Jerome Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 12595-12804 (payroll) and 27649-27833 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,416,772 are true and correct, and that there are sufficient funds for payment.

\_\_\_\_\_  
 Jerome Gruber  
 City Manager

The above claims, check numbers 12595-12804 (payroll) and 27649-27833 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,416,772 are true and correct, and are authorized for payment.

\_\_\_\_\_  
 Jerry Carlson  
 Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$1,074,340
<b>105</b>	Tennis	1,678
<b>201</b>	Special Parcel Tax	7,962
<b>202</b>	Transportation	-
<b>203</b>	Gas Tax	28,837
<b>210</b>	Road Construction Impact Fees	50,719
<b>211</b>	Park Grants	189,272
<b>213</b>	Library	1,455
<b>401</b>	General Capital Projects	18,459
<b>402</b>	Storm Drainage	-
<b>403</b>	Atherton Channel District	4,945
<b>406</b>	Facilities Construction	10,000
<b>610</b>	Vehicle Replacement	11,572
<b>611</b>	Computer Maint. & Replacement	11,831
<b>612</b>	Administrative Services	2,517
<b>715</b>	Evans Estate	-
<b>716</b>	Flex Spending	2,785
<b>740</b>	Tree Committee	400
<b>TOTAL</b>		<b>\$1,416,772</b>

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027649	01/09/09	JOSEPH AIELLO	01/07/09	12.18.08	Building	Training & Safe	25.00	REIMB 12/18/08 IAWPO MEETING & TRAINING
						Check Totals	25.00	
027650	01/09/09	APPLIED MICROFILM SYSTEMS I	12/02/08	32100442/200	Building	Equipment Maint	925.00	PREVENTATIVE MAINT CANN NP680 READER-PRI
						Check Totals	925.00	
027651	01/09/09	C.F. ARCHIBALD PAVING INC.	12/18/08	822-563	NON-DEPARTMENTAL	Other Contract	8,359.50	STREET RECONSTRUCTION PHASE 4 INV#3
						Check Totals	8,359.50	
027652	01/09/09	AT&T CALNET 2	12/11/08	000000367043	Police	Communication	15.25	322-8691 11/11/08-12/10/08
			12/10/08	000000366065	Police	Communication	21.79	289-9297 11/25/08-12/09/08
						Check Totals	37.04	
027653	01/09/09	AT&T/MCI	12/10/08	T8836722	Public Works Park	Communication	55.50	327-4859 11/1-12/15/08
			12/10/08	T8836707	Police	Communication	56.02	324-5396 11/1-12/15/08
			12/08/08	T8824424	Building	Communication	15.77	752-8099 PRI SVC BLDG 11/1-12/12/08
					Police	Communication	327.85	752-8099 PRI SVC P.D. 11/1-12/12/08
					Public Works Park	Communication	84.11	752-8099 PRI SVC PARK 11/1-12/12/08
					Public Works Admin	Communication	16.73	752-8099 PRI SVC P.M. 11/1-12/12/08
					NON-DEPARTMENTAL	Communication	33.45	752-8099 PRI SVC ADMIN 11/1-12/12/08
						Check Totals	589.43	
027654	01/09/09	BKF ENGINEERS	12/15/08	8120209	NON-DEPARTMENTAL	Other Contract	4,142.59	CREEK STABILIZATION DESIGN SERVICES FOR
						Check Totals	4,142.59	
027655	01/09/09	MELANIE BRABENEC	01/07/09	01.07.09	City Manager	Travel & Meetin	32.16	REIMB MILEAGE 12/19/08-01/09/09
						Check Totals	32.16	
027656	01/09/09	CA STATE DISBURSEMENT UNIT	01/02/09	01.02.08	NON-DEPARTMENTAL	Payroll Deducti	100.62	CHILD SUPPORT 12/14-12/27/08
						Check Totals	100.62	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027657	01/09/09	CALIF NARCOTICS OFFICERS AS	01/07/09	01.28.09	Police	Training - POST	45.00	PRISON GANGS 1/28/09 S.HALL
						Check Totals	45.00	
027658	01/09/09	CALIFORNIA CHAMBER OF COMME	12/30/08	10316067	City Manager	Subscriptions	206.18	2009 CALIF EMPLOYER POSTERS ENGLISH & SP
						Check Totals	206.18	
027659	01/09/09	CDM GOVERNMENT INC.	12/10/08	MQR8829	Police	Computer Softwa	382.91	MS OFFICE T.LYNCH
						Check Totals	382.91	
027660	01/09/09	KEVIN CITTADINI	01/07/09	12.18.08	Building	Training & Safe	25.00	REIMB 12/18/08 IAPMO MEETING & TRAINING
						Check Totals	25.00	
027661	01/09/09	CMRTA C/O CITY OF SANTA ROS	12/23/08	2009	Finance	Membership/Dues	50.00	1/1-12/31/09 L.HO
						Check Totals	50.00	
027662	01/09/09	JOE COMARTIN	01/07/09	247 POLHEMUS	Building	Building Permit	3,951.00	CANCEL BLDG PERMIT 247 POLHEMUS AVE
						Business Licens	2,343.60	CANCEL BUSINESS LICENSE FEE 247 POLHEMUS
						NON-DEPARTMENTAL	4,622.10	CANCEL ROAD IMPACT FEE 247 POLHEMUS
						Check Totals	10,916.70	
027663	01/09/09	J.P. COOKE COMPANY	12/12/08	703027	City Manager	Office Supplies	14.13	COLOR TITLE STAMP
						Check Totals	14.13	
027664	01/09/09	CPQA REGION II	01/07/09	03.10.09	Police	Training - POST	396.00	CPQA REGION II 3/10/09-KOCKLER,WADE,YOAK
						Check Totals	396.00	
027665	01/09/09	D.H. DISTRIBUTION	07/01/08	8-2750	NON-DEPARTMENTAL	Other Supplies	653.39	4 EA TENNIS NETS
						Check Totals	653.39	
027666	01/09/09	DELL MARKETING L.P. C/O DEL	12/16/08	XD2TF9TR3	Finance	Computer Equipm	1,426.08	LATITUDE E5400 LAPTOP PER QUOTE 45924086
						Check Totals	1,426.08	

CCS.AP Accounts Payable Release 8.2.1 R\*APFINVC\*OUNCIL.U

BY LYNN COLLIAU (LCOLLIAU)

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027667	01/09/09	TONY DENNIS	01/07/09	12/15-12/17/	Police	Training - POST	38.65	REIMB MEALS DUI DETECTION 12/15-12/17/08
					Police	Gas & Oil	88.20	REIMB MILEAGE DUI DETECTION 12/15-12/17/
						Check Totals	126.85	
027668	01/09/09	DEPT. OF MOTOR VEHICLES ATT	01/07/09	2009	Police	Other Supplies	310.51	(32) 2009 VEHICLE CODE BOOKS
						Check Totals	310.51	
027669	01/09/09	DOUGLAS PRINTERS	01/06/09	7967	City Council	Office Supplies	156.96	BUSINESS CARDS-ELIZABETH, JERRY K, KATHY
					City Manager	Office Supplies	102.84	BUSINESS CARDS-JERRY G & ATHERTON
						Check Totals	259.80	
027670	01/09/09	CITY OF FOSTER CITY OEC FUN	01/07/09	01.15.09	Police	Training - Post	100.00	PAS COORDINATOR 01/15/09
						Check Totals	100.00	
027671	01/09/09	GALEDRIGE CONSTRUCTION INC.	12/18/08	11029	NON-DEPARTMENTAL	Other Contract	102,145.58	STEICK RECONSTRUCTION 11/16-12/16/08
						Check Totals	102,145.58	
027672	01/09/09	GRANITE ROCK CO. #16774 ACC	12/13/08	487252	Public Works Admin	Construction Ma	246.13	ASPHALT FOR ROUTINE STREET MAINT
						Check Totals	246.13	
027673	01/09/09	DR. PAUL JEMELIAN	01/07/09	12.31.08	City Manager	DISASTER PREPAR	1,090.58	HAM RADIO FOR DIASTER PREPAREDNESS
						Check Totals	1,090.58	
027674	01/09/09	MANAGEMENT PARTNERS INC	12/12/08	3400	City Attorney	Other Contract	2,110.00	CITY ATTORNEY SELECTION PROCESS
						Check Totals	2,110.00	
027675	01/09/09	NEC UNIFIED SOLUTIONS, INC	12/12/08	TM0000001408	NON-DEPARTMENTAL	Communication	613.00	TRACER FOR DELAYED VOICEMAIL
						Check Totals	2,110.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027676	01/09/09	KRISTEN NICHOLS	01/07/09	12/15-12/17/	Police	Check Totals	613.00	
					Police	Training - POST	38.45	REIMB MEALS DUI DETECTION 12/15-12/17/08
					Police	Gas & Oil	87.75	REIMB MILEAGE DUI DETECTION 12/15-12/17/
						Check Totals	126.20	
027677	01/09/09	OFFICE DEPOT	12/11/08	455365456-00	Building	Office Supplies	349.74	TONER FOR CRM PRINTER
						Check Totals	349.74	
027678	01/09/09	OFFICE OF THE SHERIFF CONTR	01/07/09	3/2-3/6/09	Police	Training - Post	250.00	TRAFFIC COLLISION INVESTIGATION 3/2-3/6/
						Check Totals	250.00	
027679	01/09/09	OIL CHANGER	10/31/08	202-0331890	Public Works Admin	Equipment Maint	66.39	SERVICE SUPT TRUCK 2001 DODGE DAKOTA
			10/31/08	202-0331885	Public Works Admin	Equipment Maint	85.06	SERVICE SMALL DUMP 1999 FORD F450
			10/31/08	202-0331897	Public Works Admin	Equipment Maint	65.41	SERVICE ARBORIST TRUCK 2001 FORD RANGER
						Check Totals	216.86	
027680	01/09/09	PACIFIC PENINSULA GROUP	12/23/08	337 WALSH	Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BOND 337 WALSH RD
						Check Totals	2,500.00	
027681	01/09/09	PUBLIC EMPLOYEES RETIREMENT	01/02/09	01.02.09	NON-DEPARTMENTAL	Payroll Deduci	3,427.64	12/14-12/27/08
					NON-DEPARTMENTAL	Payroll Benefit	49,980.73	12/14-12/27/08
						Check Totals	53,408.37	
027682	01/09/09	TOWN OF PORTOLA VALLEY ATTN	11/21/08	11.21.08	City Council	Travel & Meetin	55.00	NOV 08 COUNCIL/CITY DINNER MARSALA
						Check Totals	55.00	
027683	01/09/09	PRO FORCE	12/16/08	52395	Police	Non-Cap Tools &	1,770.81	2 EA X26E TASER STUN DEVICE
					Police	Non-Cap Tools &	743.68	30 EA 25FT XP AIR CARTRIDGE
					Police	Non-Cap Tools &	162.32	1 EA X26 USB DOWNLOAD ADP
					Police	Non-Cap Tools &	387.53	20 EA 15FT AIR CARTRIDGE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027684	01/09/09	RAY ALLEN PROFESSIONAL K-9	12/11/08	239486	Police	Check Totals	3,064.34	
						K-9 Expenses	199.85	F1/F3 HOLSTER D.DEVLUGT
						Check Totals	199.85	
027685	01/09/09	RECALL SECURE DESTRUCTION S	12/19/08	2303090567	Police	Other Contract	82.62	SHRED DOCUMENTS 11/21-12/18/08
						Check Totals	82.62	
027686	01/09/09	CITY OF REDWOOD CITY FINANC	11/30/08	BR22379	Police	Gas & Oil	4,143.25	FUEL P.D. 10/16-11/15/08
						Gas & Oil	69.32	FUEL P.W. 10/16-11/15/08
						Gas & Oil	176.51	FUEL PARKS DEPT 10/16-11/15/08
						Gas & Oil	1,341.88	FUEL P.W. STREETS DEPT 10/16-11/15/08
						Check Totals	5,730.96	
027687	01/09/09	SAN MATEO COUNTY/LAFCO ATTN	12/04/08	2008-09	City Council	Membership/Dues	1,304.00	2009 LAFCO APPORTIONMENT
						Check Totals	1,304.00	
027688	01/09/09	STUBBS & LEONE	01/07/09	01.07.09	City Attorney	Attorney - Othe	184.58	DECEMBER 08
						Check Totals	184.58	
027689	01/09/09	TEAMSTERS UNION LOCAL 856	01/02/09	01.02.09	NON-DEPARTMENTAL	Payroll Deducti	240.93	DUES W/H 12/14-12/27/08
						Check Totals	240.93	
027690	01/09/09	VISION SERVICE PLAN ATTN: A	12/18/08	00 237065 00	NON-DEPARTMENTAL	Payroll Benefit	735.08	JAN 09 VISION PREMIUMS
						Check Totals	735.08	
027691	01/09/09	JASON YOAKUM	01/07/09	12/15-12/19/	Police	Training - POST	101.70	REIMB MEALS 12/15-12/19/08 BASIC SRO
					Police	Training - POST	125.68	REIMB CAR RENTAL 12/15-12/19/08 BASIC SR
						Check Totals	227.38	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027693	01/16/09	ALHAMBRA & SIERRA SPRINGS	11/28/08	4981881/11-0	Public Works Park	Building Suppl	10.00	WATER 11/25/08
					Public Works Park	Building Suppl	9.41	WATER 11/25/08
027693	01/16/09	ALHAMBRA & SIERRA SPRINGS	01/01/09	6491592/01-0	Public Works Admin	Building Suppl	45.81	WATER-CORP YARD 12/30/08
						Check Totals	65.22	
027694	01/16/09	AT&T PAYMENT CENTER	12/19/08	650325267765	Public Works Admin	Communication	24.60	ELEVATOR PHONE HP PARK 12/19/08-01/18/09
						Check Totals	24.60	
027695	01/16/09	BPS REPROGRAPHIC SERVICE	12/29/08	696351	Public Works Admin	Advertising/Pub	701.30	FOUNTAIN BID PACKETS AND DRAWINGS (20) S
						Check Totals	701.30	
027696	01/16/09	MELANIE BRABENEC	01/13/09	01.13.09	City Attorney	Travel & Meetin	31.29	REIMB MEALS CITY ATTY INTERVIEWS
						Check Totals	31.29	
027697	01/16/09	C.E.D.	12/22/08	6201432676	Public Works Admin	Construction Ma	24.42	CLAMPS FOR ANTENAE AT P.D.
						Check Totals	24.42	
027698	01/16/09	CA STATE DISBURSEMENT UNIT	01/16/09	01.16.09	NON-DEPARTMENTAL	Payroll Deducti	100.62	CS W/H 12/28/08-01/10/09
						Check Totals	100.62	
027699	01/16/09	CLEAN SOURCE	12/10/08	1817604-01	Public Works Park	Building Suppl	144.90	(3) CASES GARBAGE LINERS
						Check Totals	144.90	
027700	01/16/09	COMCAST	12/23/08	0166649/12-0	Public Works Park	Communication	64.75	INTERNET SERVICE HP PARK 12/2-1/1/09
			11/23/08	0166649/11-0	Public Works Park	Communication	60.00	INTERNET SERVICE HP PARK 1/2-2/1/09
						Check Totals	124.75	
027701	01/16/09	CONNOISSEUR COFFEE	01/08/09	49761	Public Works Admin	Building Suppl	39.50	COFFEE CORP YARD
						Check Totals	39.50	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027702	01/16/09	COTTON, SHIRES & ASSOCIATES	12/23/08	122692	Public Works Admin	Other Contract	4,070.39	ATHERTON NEW ROADWAY PHASE IV 11/17-12/2
						Check Totals	4,070.39	
027703	01/16/09	DEPARTMENT OF JUSTICE ACCOU	01/08/09	716563	Police	Other Contract	66.00	FINGERPRINT APPS FOR OFFICER APPLICANT
						Check Totals	66.00	
027704	01/16/09	JACK DOHENY RENTALS	10/08/08	A16526	Public Works Admin	Rent - Tools &	8,930.63	COMBINATION SEWER CLEANER SINGLE AXEL 10
						Check Totals	8,930.63	
027705	01/16/09	FIRST CHOICE	12/28/08	171560	Public Works Admin	Building suppli	25.00	COFFEE MAKER RENTAL PUBLIC WORKS
						Check Totals	25.00	
027706	01/16/09	GERBOTH FIRE EXTINGUISHER C	01/05/09	2576	Public Works Admin	Other Contract	329.81	RECHARGE EXTINGUISHERS CORP YARD
			01/05/09	2577	Public Works Admin	Other Contract	450.38	RECHARGE EXTINGUISHERS POLICE DEPT
			01/05/09	2578	Public Works Admin	Inspection & Te	363.14	RECHARGE EXTINGUISHERS HP PARK
						Check Totals	1,143.33	
027707	01/16/09	GRAHAM CONTRACTORS INC	09/30/08	020747	NON-DEPARTMENTAL	Other Contract	28,836.91	FINAL RETN ALAMEDA DE LAS PULGAS CAPE
						Check Totals	28,836.91	
027708	01/16/09	H.T. HARVEY & ASSOCIATES	11/30/08	26269	NON-DEPARTMENTAL	Other Contract	802.50	1 EA 3 YEAR ECOLOGICAL CONSULTING SERVIC
						Check Totals	802.50	
027709	01/16/09	TROY HENDERSON SR.	01/07/09	08/25-08/29/	Public Works Admin	Gas & Oil	99.54	REIMB MILEAGE MSA CONF 8/25-8/29/08
						Check Totals	99.54	
027710	01/16/09	HOME DEPOT CREDIT SERVICES	11/06/08	294062	NON-DEPARTMENTAL	Other Contract	248.80	CYCLAMEN & ICEBERG FOR CITY MGRS HOUSE
			11/10/08	6304156	NON-DEPARTMENTAL	Other Contract	29.23	7 SQ FT SOD
			11/17/08	9152387	Public Works Admin	Construction Ma	28.79	FLOOR FINISH & BUCKET

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027711	01/16/09	IDEAL R.V. AND TRAILER	12/24/08	0024399	Public Works Park	Other Supplies	42.31	PROPANE FOR OUTDOOR HEATERS HP PARK
						Check Totals	42.31	
027712	01/16/09	INNOVATIVE COMMUNICATIONS	12/29/08	390 STEVICK	Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BOND 390 STEVICK
						Check Totals	2,500.00	
027713	01/16/09	INTERMOUNTAIN ELECTRIC COMP	11/19/08	013540	Public Works Admin	Rent - Faciliti	4,559.40	DISCONNECT & RECONNECT POWER TO POLICE T
			11/19/08	013456		Other Contract	9,933.75	ELECTRICAL WORK AT CITY MGRS HOUSE
			11/19/08	013541		Other Contract	115.00	TROUBLESHOOT KITCHEN RECEPTACLES CITY MG
						Check Totals	14,608.15	
027714	01/16/09	IMORA SYSTEMS	12/10/08	2687	Public Works Admin	Computer Softwa	75.00	INTERNET PAVEMENT & MGMT SUPPORT JAN 09
						Check Totals	75.00	
027715	01/16/09	MARIN CONSULTING	01/12/09	02/24-02/26/	Police	Training - POST	235.00	ASSERTIVE SUP. SGT MADSEN 2/24-2/26/09
						Check Totals	235.00	
027716	01/16/09	SHAHRAR MOGHADDAM	01/07/09	274 OAK GROV	NON-DEPARTMENTAL	Document/Resear	11,700.00	REFUND RECYCLING DEPOSIT 274 OAK GROVE
						Check Totals	11,700.00	
027717	01/16/09	ORCHARD SUPPLY HARDWARE	12/25/08	578097001036	Public Works Admin	Building Suppl	39.81	PAINT SUPPLIES
						Construction Ma	16.98	SPEDBOR,COVERS,BOLTS & WASHERS
						Construction Ma	58.51	SCREENING & FOAM FOR RODENT CONTROL
						Construction Ma	89.17	MAIN HOUSE KITCHEN PAINT SUPPLIES
						Building Suppl	80.72	BATTERIES
						Other Supplies	51.20	PROPANE TANK FOR PARK
						Other Supplies	51.21	(100) CLEAR LIGHTS
						Facility Repair	12.13	GALV COUPLINGS & 3/4" X 8 NIPPLES
						Construction Ma	31.67	BUCKETS, CRACK REPAIR, CLEANING GLOVES
						Construction Ma	3.45	SWAG KIT WHITE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027718	01/16/09	PENINSULA UNIFORMS & EQUIPM	11/07/08	36007	Police	Uniforms	649.45	BODY ARMOR LEVEL IIIA - S.MARSHALL
			12/03/08	36767	Police	Uniforms	1,311.47	UNIFORM, BATON HOLDER, HOLSTERS S.MARSHA
			12/05/08	36866	Police	Uniforms	250.82	RADIO HOLDER, WATERPROOF JACKET S.MARSHA
			12/30/08	37598	Police	Uniforms	151.50	HOLSTER-D.METZGER
						Check Totals	2,363.24	
027719	01/16/09	PUBLIC EMPLOYEES RETIREMENT	01/16/09	01.16.09	NON-DEPARTMENTAL	Payroll Deducti	3,244.76	12/28/08-01/10/09
					NON-DEPARTMENTAL	Payroll Benefit	47,669.29	12/28/08-01/10/09
						Check Totals	50,914.05	
027720	01/16/09	PG & E	12/23/08	9166302556-6	Building	Utilities	47.40	BLDG DEPT 11/21-12/23/08
			12/23/08	7457969332-1	Police	Utilities	1,874.52	GAS-POLICE 11/21-12/23/08
			12/23/08	3457969588-2	Public Works Admin	Utilities	142.19	GAS PW 11/21-12/23/08
			12/23/08	9291302548-9	Public Works Admin	Utilities	4,260.50	GAS-STREET LIGHTS 11/21-12/23/08
			12/23/08	9531312943-9	Public Works Park	Utilities	93.99	GAS-GROUNDS 11/21-12/23/08
			12/30/08	5678831191-0	Public Works Park	Utilities	872.54	GAS-HP PARK 11/21-12/23/08
					Public Works Admin	Utilities	564.90	GAS-BLDGS 11/21-12/23/08
					NON-DEPARTMENTAL	Utilities	452.98	GAS ADMIN 11/21-12/23/08
						Check Totals	8,309.02	
027721	01/16/09	S & T INVESTIGATIONS STACEY	01/11/09	46	Police	Other Contract	846.68	BACKGROUND CHECK DISPATCH APPLICANT
						Check Totals	846.68	
027722	01/16/09	SAN JOSE STATE UNIVERSITY F	01/12/09	02/09-02/13/	Police	Training - POST	342.00	SEXUAL ASSAULT INV. DET. HALL 2/9-2/13/0
						Check Totals	342.00	
027723	01/16/09	S M CO ENVIRONMENTAL HEALTH	12/01/08	167748	Public Works Admin	Inspection & Te	544.00	2009 STORMWATER INSPECTION FEE
						Check Totals	544.00	

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027724	01/16/09	SAN MATEO CO SHERIFF'S OFFI	12/31/08	CL01915	Police	Other Contract	672.00	FORENSIC SERVICE DEC 08
						Check Totals	672.00	
027725	01/16/09	S M CO SHERIFF'S OFFICE COU	01/08/09	7981	Police	Other Contract	18.00	LIVE SCAN SERVICE FOR POLICE APPLICANT D
						Check Totals	18.00	
027726	01/16/09	SHARP ELECTRONICS CORPORATI	12/12/08	AR152218	Public Works Admin	Office Machines	156.52	SHARP S450N COPIER CONTRACT MAINT P.W. 1
						Check Totals	156.52	
027727	01/16/09	SILICON VALLEY COMMUNITY FO	01/16/09	01.16.09	NON-DEPARTMENTAL	Other Contract	8,000.00	DEPOSIT TO ESTABLISH ACCT FOR NEW TOWN C
					Building	Other Contract	2,000.00	
						Check Totals	10,000.00	
027728	01/16/09	TEAMSTERS UNION LOCAL 856	01/16/09	01.16.09	NON-DEPARTMENTAL	Payroll Deducti	240.93	DUES W/H 12/28/08-01/10/09
						Check Totals	240.93	
027729	01/16/09	TERMINIX PROCESSING CENTER	12/10/08	7654496626	NON-DEPARTMENTAL	Facility Repair	108.00	DEC 08 LIBRARY PEST CONTROL
						Check Totals	108.00	
027730	01/16/09	STEVE TYLER	01/07/09	08/25-08/29/	Public Works Admin	Gas & Oil	91.85	REIMB MILEAGE MSA CONF 8/25-8/29/08
						Check Totals	91.85	
027731	01/16/09	MICHAEL WASMANN	01/07/09	01.07.09	Building	Office Supplies	13.31	REIMB LOCKSET FOR FILE CABINET
						Check Totals	13.31	
027732	01/16/09	THE WATER WORKS	12/05/08	12.05.08	Public Works Admin	Facility Repair	1,100.00	CAMERA VIDEO IN SEWER LINE HP PARK
			12/10/08	12.10.08	Public Works Admin	Facility Repair	700.00	CLEAN SEWER LINE BACKUP AT MAIN HOUSE
						Check Totals	1,800.00	
027733	01/16/09	WILSEY HAM	11/20/08	5916	NON-DEPARTMENTAL	Other Contract	25,897.65	OCT/NOV 08 FINAL DESIGN SERVICES FOR THE

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027733	01/16/09	WILSEY HAM	12/08/08	5960	NON-DEPARTMENTAL	Other Contract	368.00	ATHERTON-POLHEMUS STORM DRAINAGE IMPROVE
			12/08/08	5955	NON-DEPARTMENTAL	Other Contract	1,894.68	ATHERTON PRELIM EVAL & CONCEPTUAL DESIGN
						Check Totals	28,160.33	
027736	01/23/09	AFLAC ATTN: REMITTANCE PROC	01/01/09	336264ER	NON-DEPARTMENTAL	Employee Assist	35.00	FLEX SPENDING SERVICE FEE 12/1-12/31/08
						Check Totals	35.00	
027737	01/23/09	MATTHEW BENDER & CO INC.	12/25/08	80853331	Police	Subscriptions	389.77	CA DEER DESKTOP PENAL 09
						Check Totals	389.77	
027738	01/23/09	CALPERS HEALTH BENEFITS DIV	01/15/09	H20090200680	NON-DEPARTMENTAL	Payroll Benefit	56,328.46	JAN 2009
					NON-DEPARTMENTAL	Payroll Deducti	2,949.80	JAN 2009
					NON-DEPARTMENTAL	Payroll Benefit	56,328.47	FEB 2009
					NON-DEPARTMENTAL	Payroll Deducti	2,949.80	FEB 2009
						Check Totals	118,556.53	
027739	01/23/09	CONNOISSEUR COFFEE	12/30/08	49389	City Manager	Office Supplies	23.38	COFFEE - ADMIN
						Check Totals	23.38	
027740	01/23/09	DELL MARKETING L.P. C/O DEL	12/22/08	XD2P8FMK4	NON-DEPARTMENTAL	Computer Equipm	835.24	OPTIFLEX 755 MINITOWER COMPUTER, L.HO
						Check Totals	835.24	
027741	01/23/09	DOUGLAS PRINTERS	01/14/09	7979	City Council	Office Supplies	64.95	BUSINESS CARDS ELIZABETH LEWIS
						Check Totals	64.95	
027742	01/23/09	FIRST CHOICE	12/28/08	171516	Building	Office Supplies	25.00	COFFEE MAKER RENTAL - PERMIT CENTER DEC
			12/28/08	171515	City Manager	Office Supplies	25.00	COFFEE MAKER RENTAL - ADMIN DEC 08
						Check Totals	50.00	
027743	01/23/09	GRAINGER	01/08/09	024800914	Public Works Admin	Construction Ma	164.03	(12) EXIT SIGNS

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027744	01/23/09	I.M.P.A.C. GOVERNMENT SERVI	12/22/08	4954/12-08	Public Works Park	Check Totals	164.03	
027744	01/23/09	I.M.P.A.C. GOVERNMENT SERVI	12/22/08	5408/12-08	Public Works Park	Rent - Faciliti	997.74	AUG, SEPT, OCT 2008 PODS RENTAL
					NON-DEPARTMENTAL	Rent - Faciliti	322.58	NOV 08 PODS RENTAL
					Public Works Park	Other Contract	710.50	LIBRARY ROOF LEAK CLEAN-UP
					Public Works Admin	Computer Softwa	249.45	RAINMASTER INTERNET SVS-SPEAKER CONTROL
					Public Works Admin	Office Machines	321.11	COMPUTER REPAIRS PER RMC I.T.
					Public Works Admin	Construction Ma	499.79	WALKWAY SEALER GRIP
					Police	Travel & Meetin	25.00	PREPAID TOLL DEPOSIT
					Police	Other Contract	88.95	ENTERSECT POLICE ONLINE NOV 08
					Police	Training - POST	412.20	LODGING CHIEF/SHERIFFS CONFERENCE 12/1-1
					Police	Other Supplies	27.26	FRUIT, JUICE, BAGELS FOR STAFF MEETING 1
					Police	Training - POST	40.00	K-9 COURSE REG FEES, N.HILLARD
					Police	Training - POST	500.00	DEPOSIT-LODGING TEAM BLDG WORKSHOP 4/27-
					Police	Training - POST	129.00	AIRFARE - MILLER CALMENA CONF 2/22-2/26/
					Police	Special Events	55.63	LUNCH-ORAL BOARD MEMBERS FOR DISPATCHER
					Police	Equipment Maint	24.40	CABLES TO GO-COMM CENTER
					Police	Communication	0.42	EASY LINK TRAK REPORT
					City Council	Other Supplies	2.00	METERED PARKING RVC X 2 PD CARS
					City Council	Travel & Meetin	285.00	CONFERENCE - LEAGUE OF CA CITIES
					City Council	Travel & Meetin	525.00	CONFERENCE-2009 ACADEMY SACRAMENTO-E.LEW
					City Council	Travel & Meetin	24.93	SNACKS/DRINKS FOR CITY COUNCIL MEMBERS
					City Council	Travel & Meetin	128.33	CITY COUNCIL DINNER 12/17/08
					City Manager	Office Supplies	23.73	MONTHLY PLANNER - J.GRUBER
					City Manager	Travel & Meetin	29.69	LUNCH W/ CHIEF NIELSEN
					City Manager	Computer Suppli	15.00	CONSTANT CONTACT SOFTWARE SUPPORT
					Finance	Subscriptions	50.00	GAFR REVIEW NEWSLETTER
					Finance	Subscriptions	195.00	GAFB SUBSCRIPTION L.HO
					Finance	Subscriptions	250.00	THE PUBLIC RETIREMENT JOURNAL, L.HO
					Finance	Training & Safe	6.00	PARKING-2008 GOVT TAX SEMINAR, L.HO
					Building	Training & Safe	40.00	REGISTRATION FOR SSV PARTNER K.ANDERSON
					Building	Office Supplies	18.07	GREEN MARKERS
					Police	Office Supplies	133.15	INK FOR PRINTER IN DISPATCH
					Police	Non-Cap Off Mac	471.31	INTERVIEW ROOM EQUIPMENT
					Police	Equipment Maint	27.08	CELL PHONE BATTERY SGT. GRIMM
					Police	Other Supplies	423.24	LABELWRITER, INKJET, DOCKET, STENOPAD
					Police	Other Supplies	111.94	NARCOTIC PACKAGING EVIDENCE
					Police	Other Supplies	63.84	CALENDAR, CD'S

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027745	01/23/09	IEDA, INC.	01/01/09	14986	City Attorney	Labor Relations	1,000.00	LABOR RELATIONS CONSULTING 1/1-1/31/09
						Check Totals	7,525.14	
027746	01/23/09	INTERMOUNTAIN ELECTRIC COMP	11/19/08	013538	Public Works Admin	Facility Repair	1,770.00	INSTALL 25 PR TELEPHONE CABLE FROM PHONE
			12/19/08	013570	Public Works Admin	Facility Repair	1,458.69	REPAIR VARIOUS LIGHTS AT POLICE DEPT, 2
						Check Totals	3,228.69	
027747	01/23/09	THE J.P. COOKE CO. MARKING	12/12/08	703220	Public Works Admin	Office Supplies	113.05	CITY ENGR STAMP FOR APPROVAL OF DRAWINGS
						Check Totals	113.05	
027748	01/23/09	NEC UNIFIED SOLUTIONS, INC	11/18/08	TM0000000572	Police	Communication	218.00	REPAIR DISPATCH OFFICE PHONE SPEAKER
						Check Totals	218.00	
027749	01/23/09	NORCAL COATINGS INC.	01/20/09	01.20.09	NON-DEPARTMENTAL	Other Contract	3,834.00	160 WATKINS; DECK EXPANSION
					NON-DEPARTMENTAL	Other Contract	3,237.00	160 WATKINS; MANTLE INSTALLATION
					NON-DEPARTMENTAL	Other Contract	1,061.74	160 WATKINS; FLOAT OUT FIREPLACE AROUND
						Check Totals	8,132.74	
027750	01/23/09	PAW PRINTS	12/22/08	20318	Police	Other Supplies	216.50	(8) ALARM SIGNS
						Check Totals	216.50	
027751	01/23/09	THE POLICE & SHERIFF PRESS,	01/09/09	19762	Police	Other Supplies	12.42	SECURE I.D. CARDS CITY MANAGER
						Check Totals	12.42	
027752	01/23/09	THE RADAR SHOP	01/03/09	5195	Police	Equipment Maint	767.00	RECERTIFIED (13) RADAR UNITS

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027753	01/23/09	REPUBLIC ITS	12/11/08	10446	NON-DEPARTMENTAL	Other Contract	32,480.00	1 EA VIDEO DETECTION SYSTEM AT MIDDLEFIE
					NON-DEPARTMENTAL	Other Contract	32,480.00	1 EA VIDEO DETECTION SYSTEM AT MIDDLEFIE
027753	01/23/09	REPUBLIC ITS	12/10/08	0811534	Public Works Admin	Traffic Mainten	418.68	ROUTINE MAINT SIGNALS NOV 08
			12/10/08	0811533	Public Works Admin	Traffic Mainten	976.76	TRAFFIC SIGNAL RESPONSE CALLOUTS NOV 08
					Check Totals		66,355.44	
027754	01/23/09	SPRINT	12/29/08	130538811-01	Police	Communication	400.51	MOBILE DATA COMPUTERS 11/26-12/25/08
					Check Totals		400.51	
027755	01/23/09	TEAMSTERS LOCAL 856 H & W	01/01/09	JAN 2009	NON-DEPARTMENTAL	Payroll Benefit	4,613.80	DENTAL PREMIUMS - JAN 09
					Check Totals		4,613.80	
027756	01/23/09	TEE'S PLUS	01/13/09	292151	Police	Special Events	502.49	D.A.R.E SWEATSHIRT, STICKERS, MEDALLION,
			01/06/09	290795	NON-DEPARTMENTAL	Sales/User Use	-35.97	SALES TAX PAYABLE
					Police	Special Events	445.63	D.A.R.E. STARS & STRIPES TEES
					NON-DEPARTMENTAL	Sales/User Use	-32.46	SALES TAX PAYABLE
					Check Totals		879.69	
027757	01/23/09	TURBO DATA SYSTEMS INC.	12/31/08	15037	Police	CITATION PROCES	43.19	CITATION PROCESSING NOV 08
					Check Totals		43.19	
027758	01/23/09	UNIFIRST CORP.	12/10/08	298637	Public Works Admin	Uniforms	259.13	DEC 08 LAUNDRY P.M. STREETS
			12/17/08	299578	Public Works Park	Uniforms	114.09	DEC 08 LAUNDRY PARK GROUNDS
			12/24/08	300513	Public Works Park	Uniforms	56.73	DEC 08 LAUNDRY HP PARK
			12/03/08	297674	Public Works Park	Custodial Servi	314.31	DEC 08 CLEAN MATS
			12/10/08	298638				
					Check Totals		744.26	
027759	01/23/09	URS	10/24/08	3607021	NON-DEPARTMENTAL	Other Contract	5,699.00	ATHERTON CHANNEL REPORT SEPT 08

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027760	01/23/09	USPS BUSINESS MAIL ENTRY UN	12/31/08	PI/2009	NON-DEPARTMENTAL	Postage	180.00	STANDARD MAIL FEE PERMIT PI #26 2009
						Check Totals	180.00	
027763	01/30/09	ALHAMBRA & SIERRA SPRINGS	01/01/09	010927994824	City Manager	Office Supplies	88.58	ADMIN WATER SERVICE DEC 08
027763	01/30/09	ALHAMBRA & SIERRA SPRINGS	01/01/09	010927994806	Building	Office Supplies	13.24	PERMIT CENTER WATER SERVICE DEC 08
						Check Totals	101.82	
027764	01/30/09	AT&T CALNET 2	01/13/09	415586	Police	Communication	1,005.58	5660280 12/13/08-1/12/09
			01/10/09	406772	Police	Communication	15.56	2899297 12/10/08-1/9/09
			01/13/09	415585	Police	Communication	15.55	3300686 12/13/08-1/12/2009
			01/11/09	407923	Police	Communication	15.55	3228691 12/11/08-1/10/09
			12/16/08	376817	City Manager	Communication	17.27	3274866 11/16/08-12/15/08
			12/13/08	374524	Building	Communication	3.92	7520600 11/13/08-12/12/08
			12/25/08	388697	Police	Communication	81.36	752-0600 11/13/08-12/12/08
			12/25/08	388692	Public Works Admin	Communication	20.87	752-0600 11/13/08-12/12/08
			12/25/08	388693	Public Works Admin	Communication	4.15	7520600 11/13/08-12/12/08
			12/13/08	374522	Finance	Communication	8.30	7520600 11/13/08-12/12/08
			12/13/08	374523	Building	Communication	26.18	6886500 11/25/08-12/24/08
			01/01/09	396737	Police	Communication	226.93	6886500 11/25/08-12/24/08
			12/25/08	388688	Public Works Admin	Communication	288.03	6886500 11/25/08-12/24/08
			01/07/09	404878	Public Works Admin	Communication	61.10	6886500 11/25/08-12/24/08
			01/07/09	404872	Finance	Communication	270.57	6886500 11/25/08-12/24/08
			01/07/09	404874	Police	Communication	22.09	3236452 11/25/08-12/24/08
			01/07/09	404876	Police	Communication	41.65	3237653 11/25/08-12/24/08
			01/07/09	404877	Police	Communication	16.24	3300686 11/13/08-12/12/08
			01/07/09	404873	Police	Communication	221.67	5660280 11/13/08-12/12/08
			12/25/08	388696	Police	Communication	25.81	3261674 12/1/08-12/31/08
			12/25/08	388695	Police	Communication	20.70	3231801 11/25/08-12/24/08
			12/25/08	388691	Police	Communication	143.09	2394516691 12/7/08-1/6/09
			12/25/08	388689	Police	Communication	181.23	2332811953 12/7/08-1/6/09
			12/25/08	388687	Police	Communication	496.27	2372715804 12/7/08-1/6/09
			12/26/08	388821	Police	Communication	123.84	2394516689 12/7/08-1/6/09
			12/25/08	388694	Police	Communication	123.84	2394516690 12/7/08-1/6/09
			12/25/08	388690	Police	Communication	123.84	2372528343 12/7/08-1/6/09



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027768	01/30/09	BAY AREA POLYGRAPH MARY MC	01/16/09	266	Police	Other Contract	400.00	POLICE APPLICANTS
						Check Totals	400.00	
027769	01/30/09	COURTNEY ANN BEHM	01/13/09	DEC08	NON-DEPARTMENTAL	Other Contract	400.00	TREE COMM. LETTER/WINTER-SPRING
						Check Totals	400.00	
027770	01/30/09	BENCHMARK CONSTRUCTION	01/29/09	45	FREDRICK	NON-DEPARTMENTAL	Building Deposi	REFUND RECYCLING DEPOSIT 45 FREDRICK
						Check Totals	1,027.80	
027771	01/30/09	MELANIE BRABENEC	01/23/09	1/16/09	City Manager	Travel & Meetin	31.92	MILEAGE REIMBURSEMENT 1/16-1/23/09
						Check Totals	31.92	
027772	01/30/09	COMM MGRS. ASSOC OF S.M. CO	01/20/09	3/10/09	Police	Training - POST	250.00	MANAGERS TRAINING CONFERENCE 3/10-3/12/0
						Check Totals	250.00	
027773	01/30/09	CA STATE DISBURSEMENT UNIT	01/24/09	1/11/09	NON-DEPARTMENTAL	Payroll Deducti	100.62	CS W/H 1/11-1/24/09
						Check Totals	100.62	
027774	01/30/09	CALBIG	01/30/09	1/1/09	Building	Membership/Dues	35.00	2009 M.WASMANN, K.CITTADINI, K.HUO, D.MARTI
						Check Totals	35.00	
027775	01/30/09	CALBO	01/30/09	2009-2010	Building	Membership/Dues	215.00	2009 M.WASMANN
						Check Totals	215.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027776	01/30/09	CALIFORNIA POLICE CHIEF'S A	01/20/09	488777	Police	Membership/Dues	130.00	LEGAL UPDATE REVIEW SUBSCRIPTION
						Check Totals	130.00	
027777	01/30/09	CALIFORNIA WATER SERVICE	01/02/09	4726166666-1	Building	Utilities	15.04	WATER SERVICE 11/26-12/26/08 BLDG DEPT
					Police	Utilities	27.55	WATER SERVICE 11/26-12/26/09 POLICE
					Public Works Admin	Utilities	6.45	WATER SERVICE 11/26-12/26/08 P.W.
					Public Works Admin	Utilities	272.79	WATER SERVICE 11/26-12/26/08 P.W. STREET
					Public Works Park	Utilities	120.57	WATER SERVICE 11/26-12/26/08 H.P. PARK
					Public Works Admin	Utilities	15.43	WATER SERVICE 11/26/-12/26/08 P.W. BLDGS
					NON-DEPARTMENTAL	Utilities	36.64	WATER SERVICE 11/26-12/26/08 LIBRARY
					NON-DEPARTMENTAL	Utilities	27.55	WATER SERVICE 11/26-12/26/08 ADMIN
						Check Totals	522.02	
027778	01/30/09	CALNENA	01/28/09	3411778-5193	Police	Training - Post	295.00	CALNENA CONFERENCE 2/23-2/25/09 J.MILLER
						Check Totals	295.00	
027779	01/30/09	CCMF C/O MELANIE ARNER CORO	01/30/09	01/30/09	City Manager	Travel & Meetin	50.00	CCMF MEMBER APPRECIATION DINNER J. GRUBE
						Check Totals	50.00	
027780	01/30/09	CLARK PEST CONTROL	12/30/08	7932639	Public Works Admin	Grounds Mainten	200.00	SPRAY FOR ANTS/PERMIT CENTER/TOWN HALL D
						Check Totals	200.00	
027781	01/30/09	COLANTUONO & LEVIN, PC	01/21/09	01/21/09	City Attorney	Attorney - Othe	1,838.00	BUSINESS LICENSE TAX DEC 08
						Check Totals	1,838.00	
027782	01/30/09	CONNOISSEUR COFFEE	01/22/09	40000	NON-DEPARTMENTAL	Office Supplies	39.00	COFFEE ADMINISTRATION
						Check Totals	39.00	
027783	01/30/09	COUNTY OF SM EMPLOYEE & PUB	01/12/09	1YAT10812	Police	Other Contract	1,318.33	CLET'S/MICROWAVE MAINT DEC 08
						Check Totals	1,318.33	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027784	01/30/09	CSG CONSULTANTS, INC.	01/21/09	015244	Building	Code enforcement	2,975.47	CODE ENFORCEMENT SERVICES 11/29-12/26/08
027784	01/30/09	CSG CONSULTANTS, INC.	01/21/09	015245	Building	Building Inspc	3,480.00	BUILDING INSPECTIONS 11/29-12/26/08
027784	01/30/09	CSG CONSULTANTS, INC.	10/24/08	014773	Public Works Admin	Contract Engine	12,700.00	89 TALLWOOD, MAP CHECK, ENGR STUDY 9/1-9
			12/24/08	015110	Public Works Admin	Contract Engine	9,047.50	89 TALLWOOD GENERAL PLAN 238 ATHERTON, 5
						Check Totals	28,202.97	
027785	01/30/09	D'SAN CORPORATION	01/13/09	1629	City Council	Office Supplies	833.00	TIMER COUNCIL CHAMBERS
						Check Totals	833.00	
027786	01/30/09	ELLISON'S TOWING	11/10/08	20705	Police	Equipment Maint	55.00	REPAIR FLAT TIRE, FORD CROWN VIC, LIC# 1
			11/10/08	20628	Police	Equipment Maint	55.00	REPAIR FLT TIRE, FORD CROWN VIC, SQUAD C
			11/13/08	20719	Police	Equipment Maint	55.00	REPAIR FLAT TIRE, FORD CROWN VIC, SQUAD
						Check Totals	165.00	
027787	01/30/09	EMBARCADERO PUBLISHING CO	12/31/08	12/31/08	Public Works Admin City Manager	Advertising/Pub Advertising/Pub	1,044.00 870.00	BID MAIN HOUSE LAWN FOUNTAIN HP PARK PUBLIC HEARING, ADDITIONAL SPACE, NOTICE
						Check Totals	1,914.00	
027788	01/30/09	ENGINEERING DATA SERVICE	01/01/09	1090101	Finance	Other Contract	1,474.15	2008/09 SAN MATEO COUNTY TAX ROLL
						Check Totals	1,474.15	
027789	01/30/09	FIRST CHOICE	01/14/09	180005	Police	Other Supplies	32.50	COFFEE PD
027789	01/30/09	FIRST CHOICE	01/14/09	180004	Police	Other Supplies	87.00	COFFEE PD
						Check Totals	119.50	
027790	01/30/09	NORM FORT	01/29/09	1/29/09	Police	Training - POST	195.00	ALCO SENSOR 2/3-2/4/09 J.WADE, G.DERE, K
						Check Totals	195.00	
027791	01/30/09	GALEDRIE CONSTRUCTION INC.	01/13/09	11039	NON-DEPARTMENTAL	Other Contract	11,839.61	STEVICK RECONSTRUCTION PROJECT 08-002 PE

CCS-AP Accounts Payable Release 8.2.1 R\*APFINVC\*COUNCIL.U

BY LYNN COLLIAU (LCOLLIAU)

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027792	01/30/09	GOLDFARB & LIPMAN ATTORNEYS	12/16/08	92115	NON-DEPARTMENTAL	Other Contract	22,166.53	STEVICK RECONSTRUCTION PROJECT 08-002 PE
						Check Totals	34,006.14	
027793	01/30/09	HARRIS COMPUTER SYSTEMS	12/01/08	MN002118	NON-DEPARTMENTAL	Equipment Maint	1,534.65	MONTHLY TECH SUPPORT JAN 09
			11/30/08	MN002076	NON-DEPARTMENTAL	Equipment Maint	1,542.12	MONTHLY TECH SUPPORT DEC 08
			10/17/08	MN002050	NON-DEPARTMENTAL	Equipment Maint	1,542.12	MONTHLY TECH SUPPORT NOV 08
			01/13/09	MN002141	NON-DEPARTMENTAL	Equipment Maint	1,542.12	MONTHLY TECH SUPPORT MAY 08
						Check Totals	6,261.01	
027794	01/30/09	HOME DEPOT CREDIT SERVICES	01/25/09	6044481	Public Works Admin	Building Suppli	48.28	LIGHT BULBS
						Check Totals	48.28	
027795	01/30/09	HORIZON	01/06/09	12367042-0	Public Works Admin	Gas & Oil	36.07	OIL USED FOR BLOWERS, CHAINSAWS
						Check Totals	36.07	
027796	01/30/09	DAVID HUYNH	01/05/09	DEC 08	Public Works Admin	Transport Expen	76.87	REIMB DEC 08 DAILY INSPECTION MILEAGE
			01/05/09	NOV 08	Public Works Admin	Transport Expen	176.20	REIMB NOV 08 DAILY INSPECTION MILEAGE
						Check Totals	253.07	
027797	01/30/09	ICMA	01/01/09	437288/2009	City Manager	Membership/Dues	1,160.00	DUES 2009 J.GRUBER
						Check Totals	1,160.00	
027798	01/30/09	INSIDE SOURCE	01/16/09	51647	City Council	Other Supplies	1,105.24	VIA GATWICH HIGH BACK LEATHER CHAIR COUN
						Check Totals	1,105.24	
027799	01/30/09	INTERNAL REVENUE SERVICE AC	01/30/09	2008	NON-DEPARTMENTAL	Taxes Withheld	869.00	ERROR IN REFUNDING CALENDAR YEAR 2007 SO

Check#	Check Dt	Vendor Name	Inv Date	Inv#	Department	GL Account	Amounts	Detail Description
027800	01/30/09	JENSEN LANDSCAPE SERVICE, I	12/25/08	070174	Public Works Park	Contract Lndscp	2,225.00	LANDSCAPE MAINT HP PARK JAN 09
						Check Totals	2,225.00	
027801	01/30/09	THE KELLER CENTER C/O SYLVI	01/27/09	1/27/09	Police	Other Contract	1,200.00	A CONTRIBUTION TO THE KELLER CENTER FOR
						Check Totals	1,200.00	
027802	01/30/09	ANTHONY KOCKLER	01/20/09	1/20/09	Police	Training - POST	39.67	LUNCH 1/13-1/15/09 CRITICAL INCIDENT
						Check Totals	39.67	
027803	01/30/09	L.C. ACTION POLICE SUPPLY	12/10/08	221287	Police	Non-Cap Tools &	26.59	S&M M&P 45 14RD MAGAZINE 194.77
027803	01/30/09	L.C. ACTION POLICE SUPPLY	01/12/09	222870	Police	Non-Cap Tools &	8,789.90	(8) LE6920 COLT SEMI AUTO RIFLE
						Check Totals	8,816.49	
027804	01/30/09	L3 COMMUNICATIONS MOBILE VI	01/08/09	0134053-IN	NON-DEPARTMENTAL	Vehicles & Acce	11,571.93	2 EA IN CAR DIGITAL VIDEO RECORDING SOLU
						Check Totals	11,571.93	
027805	01/30/09	LIEBERT CASSIDY WHITMORE IN	11/30/08	96304	City Attorney	Attorney - Othe	918.00	NOV 2008
027805	01/30/09	LIEBERT CASSIDY WHITMORE IN	01/22/09	02.18.09	City Manager	Training & Safe	98.00	SUPERVISORY SKILLS FOR THE FIRST LINE MG
						Check Totals	1,016.00	
027806	01/30/09	MELINDA LONGAKER	01/29/09	55 SHEARER	NON-DEPARTMENTAL	Building Deposi	5,080.00	REFUND RECYCLING DEPOSIT 55 SHEARER
						Check Totals	5,080.00	
027807	01/30/09	STEVE MARSHALL	01/20/09	1/20/09	Police	Training - POST	7.62	REIMB MEALS ICS 300/1/14-1/15/09
						Police	55.00	REIMB MILLEAGE ICS300/1/14-1/15/09
027807	01/30/09	STEVE MARSHALL	01/26/09	1/26/09	Police	Training - POST	17.58	REIMB MEALS DV & SEXUAL ASSAULT FOR 1ST
						Police	48.40	REIMB MILLEAGE DV & SEXUAL ASSAULT FOR 1S

Check#	Check Dt	Vendor Name	Inv Date	Inv#	Department	GL Account	Amounts	Detail Description
027808	01/30/09	NEAL MARTIN & ASSOCIATES	12/31/08	946	Building	Contract Planne	12,133.82	CONTRACT PLANNING SERVICES 12/1-12/31/08
027808	01/30/09	NEAL MARTIN & ASSOCIATES	12/31/08	947	Building	HOUSING ELEMENT	7,879.25	MONTHLY PLANNING HOUSING ELEMENT DEC 08
						Check Totals	20,013.07	
027809	01/30/09	JOHN MATTES	01/26/09	1/26/09	Police	Gas & Oil	40.52	REIMB MEALS & PARKING 1/22-1/23/09 PUBLI
					Police	Gas & Oil	15.39	REIMB MILEAGE 1/22-1/23/09 PUBLIC RECORD
						Check Totals	55.91	
027810	01/30/09	MILLS-PENINSULA HEALTH SERV	01/22/09	39836	NON-DEPARTMENTAL	Employee Assist	585.00	EMPLOYEE ASSISTANCE 1/1-3/31/09
						Check Totals	585.00	
027811	01/30/09	OFFICE DEPOT	01/15/09	460307482-00	City Manager	Office Supplies	21.42	HANGING FOLDERS
027811	01/30/09	OFFICE DEPOT	01/01/09	458069157	City Manager	Office Supplies	224.79	FILE, INDEX, TONER
027811	01/30/09	OFFICE DEPOT	12/18/08	45254892-001	Building	Office Supplies	67.09	RUBBERBANDS, AUDIO TAPES, COPY PAPER
					Public Works Admin	Office Supplies	249.75	REPORT COVERS CALENDARS, BATTERIES, BIND
					City Manager	Office Supplies	113.36	COPY PAPER, ENVELOPES
						Check Totals	676.41	
027812	01/30/09	HSBC BUSINESS SOLUTIONS	01/30/09	047600003649	Police	Office Supplies	316.06	STAPLER & TONERSFOR PRINTER IN DISPATCH
						Check Totals	316.06	
027813	01/30/09	PUBLIC EMPLOYEES RETIREMENT	01/24/09	1/11/09	NON-DEPARTMENTAL	Payroll Deduciti	3,147.01	PERS W/H 1/11-1/24/09
					NON-DEPARTMENTAL	Payroll Benefit	47,761.37	PERS 1/11-1/24/09
						Check Totals	50,908.38	
027814	01/30/09	PITNEY BOWES INC.	01/30/09	58130	Finance	Office Machines	330.00	EQUIPMENT RENTAL 3/16-6/15/09
						Check Totals	330.00	
027815	01/30/09	BRUCE POTTS	01/26/09	1/26/09	Police	Special Events	1,128.76	REIMB D.A.R.E SPECIAL EVENTS AWARD

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027816	01/30/09	CITY OF REDWOOD CITY INFORM	12/31/08	BR22515	NON-DEPARTMENTAL	Other Contract	2,800.63	IT SUPPORT DEC 08
						Check Totals	2,800.63	
027817	01/30/09	REDWOOD GENERAL TIRE	01/07/09	421764	Public Works Admin	Equipment Maint	181.12	TIRES FOR TORO GOLF CART
						Check Totals	181.12	
027818	01/30/09	S & T INVESTIGATIONS STACEY	01/30/09	43	Police	Other Contract	328.00	BACKGROUND CHECK K.PRONSKA
						Check Totals	328.00	
027819	01/30/09	SAN JOSE STATE UNIVERSITY F	01/19/09	4-16-09	Police	Training - POST	30.00	DETECTIVE TRNG/SHERMAN HALL 4/14-4/16/09
027819	01/30/09	SAN JOSE STATE UNIVERSITY F	01/26/09	03/24-26/09	Police	Training - POST	255.00	INTERNAL AFFAIRS INVESTIGATION A.KOCKLER
						Check Totals	285.00	
027820	01/30/09	SAN MATEO COUNTY CHAPLAINCY	12/31/08	DEC 08	Police	Other Contract	500.00	CHAPLAINCY SERVICE DEC 08
						Check Totals	500.00	
027821	01/30/09	SAN MATEO REGIONAL NETWORK,	01/10/09	17836	Police	Other Contract	385.00	ACCESS FEE JAN 09
						Check Totals	385.00	
027822	01/30/09	COUNTY OF SANTA CLARA EMPLO	01/21/09	1/21/09	City Manager	Personnel Admin	1,409.00	TEAMSTER & MGMT SALARY AND PERS EPWC SU
027822	01/30/09	COUNTY OF SANTA CLARA EMPLO	01/21/09	1/21/09	City Manager	Personnel Admin	805.00	COMPENSATION STUDY 2008 POA
						Check Totals	2,214.00	
027823	01/30/09	SBRPSTC	01/30/09	03/02-04/09	Police	Training - POST	60.00	FIELD TRAINING PROGRAM, A.KOCKLER, 03/02
						Check Totals	60.00	
027824	01/30/09	SERVICEMASTER BUILDING MAIN	01/01/09	12714	NON-DEPARTMENTAL	Other Contract	600.00	CLEANED CARPET/LIBRARY 11/26/08
						Check Totals	60.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027825	01/30/09	SHARP ELECTRONICS CORPORATI	01/20/09	AR160088	City Manager	Office Machines	226.06	CONTRACT COVERAGE 12/16/08-1/15/09
Check Totals							600.00	
027826	01/30/09	STUBBS & LEONE	01/07/09	01/07/09	City Attorney	Attorney - Othe	578.01	DEC 08
027826	01/30/09	STUBBS & LEONE	01/07/09	1/7/09	City Attorney	Attorney - Othe	4,090.12	DEC 08
Check Totals							4,668.13	
027827	01/30/09	TEAMSTERS UNION LOCAL 856	01/24/09	1/11/09	NON-DEPARTMENTAL	Payroll Deducti	267.70	UNION DUES 1/11-1/24/09
Check Totals							267.70	
027828	01/30/09	DARYL D. JONES, INC. DBA TE	01/10/09	39839	Police	Other Contract	934.00	MGNMT & MAINT COMM CENTER JAN 09
Check Totals							934.00	
027829	01/30/09	UNIFIRST CORP.	01/14/09	3800303307	Public Works Admin	Uniforms	185.27	LAUNDRY SERVICE
027829	01/30/09	UNIFIRST CORP.	12/31/08	3800301460	Public Works Admin	Uniforms	113.35	LAUNDRY SERVICE 12/24/08-1/7/09
					Public Works Admin	Uniforms	61.81	LAUNDRY SERVICE 12/24/08-1/7/09
					Public Works Admin	Uniforms	30.76	LAUNDRY SERVICE 12/24/08-1/7/09
					Public Works Admin	Custodial Servi	169.56	LAUNDRY SERVICE 12/24/08-1/7/09
Check Totals							560.75	
027830	01/30/09	AGI PUBLISHING DBA: VALLEY	01/01/09	998221/2-09	Public Works Park	Advertising/Pub	928.00	FEB 2009
Check Totals							928.00	
027831	01/30/09	VERIZON WIRELESS	12/21/08	0719989092	Building	Communication	225.40	CELL PHONE BUILDING 12/22/08-1/21/09
					Police	Communication	610.79	CELL PHONE PD 12/22/08-1/21/09
					Public Works Admin	Communication	300.92	CELL PHONE PW 12/22/08-1/21/09
					Public Works Admin	Communication	590.07	CELL PHONE PW 12/22/08-1/21/09
					Public Works Admin	Communication	75.75	CELL PHONE PW 12/22/08-1/21/09
					Public Works Admin	Communication	156.10	CELL PHONE PW 12/22/08-1/21/09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027832	01/30/09	VISION SERVICE PLAN ATTN: A	01/21/09	1/21/09	NON-DEPARTMENTAL	Payroll Benefit	709.06	VISION PLAN FEB 09
Check Totals							1,959.03	
Check Totals							709.06	
027833	01/30/09	WITMER-TYSON IMPORTS, INC.	01/06/09	T6991	Police	K-9 Expenses	450.88	DEC 08 K-9 TRAINING & DOG FOOD
Check Totals							450.88	
Grand Totals							819,015.48	



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JEROME GRUBER, CITY MANAGER**

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: FINANCIAL REPORT FOR SEVEN MONTHS ENDED JANUARY 2009**

### **RECOMMENDATION**

Receive the General Fund Financial Report for the seven months ended January 31, 2009.

### **DISCUSSION**

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included in order to more accurately reflect the actual data. For the seven months ended January 31, 2009, if revenues and expenditures are assumed to be distributed evenly, 58.3% of the annual FY 2008-09 Budget (7/12) should be earned or incurred.

The accrual amounts only reflect data up February 10, 2009. Staff is still in the process of reconciling accounts, and any necessary adjustments will be proposed in subsequent months.

### **General Fund Revenues**

For the seven months ended January 31, 2009, the General Fund reported revenues of \$4,669,527, which is 43.9% of annual budgeted revenues for FY 2008-09.

Based on the current trend and economic condition, a mid-year budget adjustment is being submitted to the City Council on February 18, 2009. The following General Fund revenues will be adjusted down: supplemental property tax (SB813 Redemption), general and public safety sales tax, document transfer tax, interest income, and building permit fees.

As to the Genentech property tax refund, the San Mateo County Counsel is still negotiating with Genentech. The amount the Town needs to refund is unknown at the present time.

General Fund Expenditures

As to the expenditures for the seven months ended January 31, 2009, the General Fund reported \$5,747,233, which is 54% of annual budgeted expenditures for FY 2008-09.

To better explain the variance, staff is providing variance explanations for material items.

Unless additional appropriation is approved by the City Council, each department head is expected to manage his/her department budget to ensure that the department comes in within approved expenditure budget.

**FISCAL IMPACT**

Revenues and expenditures budget for FY 2008-09 for the General Fund will be reviewed and mid-year adjustments to be made in February 2009.

Prepared by:

Approved by:

\_\_\_\_\_  
Louise Ho  
Finance Director

\_\_\_\_\_  
Jerome Gruber  
City Manager

Attachment: Financial Report  
Variance Explanation

Town of Atherton  
Financial Report for the Seven Months Ended January 31, 2009  
Revenue Variance Explanation

**A. Ca State 911 Reimb**

\$54,500 will be eliminated from the budgeted revenue line due to the fact that the State of California will pay the vendor directly for the system cost. A corresponding reduction will be made on the Police Dept communication expense line item.

**B. Application Fee**

A reconciliation will be made by the Planning Department to address possible miscoding.

**C. Social Fees**

The Park Program Manager is budgeting \$90,000 as wedding revenues for FY 2008-09. The next step is to reclass the actual wedding revenues posted in the earlier part of FY 2008-09 from social fees to wedding.

**D. Interest Income**

The temporary accountant is finally on board on February 6, 2009. Finance Department will be catching up on the bank reconciliations from August 2008 to January 2009 and also the interest allocation and recording.

Town of Atherton  
Financial Report for the Seven Months Ended January 31, 2009  
Expenditure Variance Explanation

**E. City Council Department**

The City Council Department office supplies expenditure exceeded budget. The main reason was the purchase of a custom-made credenza and a timer for the City Council Chamber which are a one-time expense.

The membership/Dues were higher because membership dues are paid in advance and are not amortized.

**F. City Manager Department**

The City Manager Department includes also Human Resources and City Clerk. The Department will be managing the expenditure to come within budget by year-end.

**G. City Attorney Department**

The City Attorney Department is showing a large cost overrun due to legal matters. Adjustment will need to be made at mid-year to properly reflect the costs.

Town of Atherton										
General Fund										
Financial Report for the Seven Months Ended January 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	7/12 of Budget	Actual Jul 08 thru Jan 09	Accrual	Adj. Actual Jul 08 thru Jan 09	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Jan 08
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	<b>Revenues</b>									
	Secured	4,299,782	2,508,206	2,258,525		2,258,525	90.0%	2,041,257	52.5%	2,451,057
	Unsecured	250,000	145,833	268,806		268,806	184.3%	(18,806)	107.5%	240,835
	SB813 Redemption	150,000	87,500	29,475		29,475	33.7%	120,525	19.6%	80,228
	Home Owners Prop Tax Re	31,500	18,375	15,943		15,943	86.8%	15,557	50.6%	15,791
	Local Sales & Use Tax	115,000	67,083	43,710		43,710	65.2%	71,290	38.0%	73,889
	Public Safety Sales Tax	69,000	40,250	22,016	4,458	26,474	65.8%	42,526	38.4%	39,659
	IN LIEU SALES TAX/TRIPLE FLIH	54,235	31,637	15,764		15,764	49.8%	38,471	29.1%	
	Franchise Taxes-PG&E	225,000	131,250			-	0.0%	225,000	0.0%	
	Franchise Tax-Cal Water	84,000	49,000			-	0.0%	84,000	0.0%	
	Franchise Tax-BFI	173,000	100,917	91,537		91,537	90.7%	81,463	52.9%	73,320
	Franchise Taxes-Cable	88,000	51,333	75,209		75,209	146.5%	12,791	85.5%	62,431
	Document Trsf Tax	250,000	145,833	99,406		99,406	68.2%	150,594	39.8%	139,859
	Motor Vehicle In-Lieu	641,300	374,092	320,614		320,614	85.7%	320,686	50.0%	46,340
	Motor Veh. Lic Fees (MVLF)		-	2,802	2,181	4,982	100.0%	(4,982)	100.0%	
	Business Licenses	450,000	262,500	133,921		133,921	51.0%	316,079	29.8%	317,293
	Home Occupation	6,000	3,500	1,850		1,850	52.9%	4,150	30.8%	6,070
	Building Permit	1,300,000	758,333	388,485		388,485	51.2%	911,515	29.9%	638,104
	Encroachment	110,000	64,167	126,807		126,807	197.6%	(16,807)	115.3%	54,440
	Other Licenses & Permit	-	-	325		325	100.0%	(325)	100.0%	175
	Landscape Fee	4,000	2,333	(5,000)		(5,000)	-214.3%	9,000	-125.0%	500
	Vehicle Code Fines	30,000	17,500	5,396		5,396	30.8%	24,604	18.0%	
	Other Fines & Forfeit	11,000	6,417	8,715		8,715	135.8%	2,285	79.2%	22,488
	ERAF Subvention	468,206	273,120			-	0.0%	468,206	0.0%	455,652
	Ca State 911 Reimb	54,500	31,792			-	0.0%	54,500	0.0%	A

Town of Atherton										
General Fund										
Financial Report for the Seven Months Ended January 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	7/12 of Budget	Actual Jul 08 thru Jan 09	Accrual	Adj. Actual Jul 08 thru Jan 09	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Jan 08
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
		58.3%								
	POST Reimb	20,000	11,667	6,484		6,484	55.6%	13,516	32.4%	6,062
	Other Reimbursements	60,000	35,000	40,894		40,894	116.8%	19,106	68.2%	3,659
	SB 90 reimbursement	-	-	-		-	0.0%	-	0.0%	8,575
	Grants	40,000	23,333	7,530		7,530	32.3%	32,470	18.8%	50,490
	React Task Force Reimb	140,000	81,667	27,485		27,485	33.7%	112,515	19.6%	
	Elections Processing Fee	-	-	2,000		2,000	100.0%	(2,000)	100.0%	
	Document/Research Fee	400	233	-		-	0.0%	400	0.0%	550
	Photocopy Fee	4,000	2,333	4,288		4,288	183.8%	(288)	107.2%	3,005
	Alarm Sign Fees	600	350	330		330	94.3%	270	55.0%	300
	Vehicle Release	1,500	875	1,440		1,440	164.6%	60	96.0%	1,100
	Police Report	3,000	1,750	1,240		1,240	70.9%	1,760	41.3%	1,800
	Special Service Fee	4,500	2,625	372		372	14.2%	4,128	8.3%	2,454
	Post Office	55,000	32,083	25,881		25,881	80.7%	29,119	47.1%	30,195
	SMIP Fees	11,000	6,417	-		-	0.0%	11,000	0.0%	
	Application Fee	35,000	20,417	9,225		9,225	45.2%	25,775	26.4%	18,616
	Zoning & Planning Fees	37,000	21,583	24,750		24,750	114.7%	12,250	66.9%	1,500
	Plan Check	365,000	212,917	256,964		256,964	120.7%	108,036	70.4%	155,415
	Social Fees	35,000	20,417	77,418		77,418	379.2%	(42,418)	221.2%	54,850
	Meeting Fees	65,000	37,917	33,094		33,094	87.3%	31,906	50.9%	33,021
	Class Fees	16,000	9,333	8,403		8,403	90.0%	7,597	52.5%	11,371
	Weddings	90,000	52,500	25,173		25,173	100.0%	64,828	100.0%	
	PARK DAY USE FEE	-	-	399		399	100.0%	(399)	100.0%	
	Interest Income	400,000	233,333			-	0.0%	400,000	0.0%	225,576
	Cellular One	36,000	21,000	14,894		14,894	70.9%	21,106	41.4%	19,886
	Property Rental-Playscl	75,000	43,750	39,048		39,048	89.3%	35,952	52.1%	43,428

Town of Atherton										
General Fund										
Financial Report for the Seven Months Ended January 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	7/12 of Budget	Actual Jul 08 thru Jan 09	Accrual	Adj. Actual Jul 08 thru Jan 09	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Jan 08
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			58.3%							
	Sale of Property	-	-	732		732	100.0%	(732)	100.0%	720
	Donations/Contributions	24,000	14,000	25		25	0.2%	23,975	0.1%	1,588
	Miscellaneous Income	10,000	5,833	4,683		4,683	80.3%	5,317	46.8%	29,722
	Transfers in from Gas Tax	100,000	58,333	58,333		58,333	100.0%	41,667	58.3%	
	Transfers in from GFIP	150,000	87,500	87,500		87,500	100.0%	62,500	58.3%	
	<b>Total Revenues</b>	<b>10,642,523</b>	<b>6,208,138</b>	<b>4,662,889</b>	<b>6,639</b>	<b>4,669,527</b>	<b>75.2%</b>	<b>5,972,996</b>	<b>43.9%</b>	<b>5,422,011</b>
	<b>EXPENDITURES</b>									
City Council	Advertising/Publishing	500	292			-	0.0%	500	0.0%	
	Other Contract Services	9,000	5,250	80		80	1.5%	8,920	0.9%	
	Office Supplies	600	350	3,459	1,043	4,502	1286.3%	(3,902)	750.3%	E
	Membership/Dues	18,000	10,500	14,804		14,804	141.0%	3,196	82.2%	12,554
	Travel & Meetings	6,000	3,500	4,038		4,038	115.4%	1,962	67.3%	6,116
	Boards & Commissions	1,000	583			-	0.0%	1,000	0.0%	
	Special Events & Awards	1,000	583	438		438	75.0%	562	43.8%	
	Administrative Services	381	222	222		222	100.0%	159	58.3%	191
	Computer Services Charge	796	464	464		464	100.0%	332	58.3%	398
	<b>City Council Totals:</b>	<b>37,277</b>	<b>21,745</b>	<b>23,505</b>	<b>1,043</b>	<b>24,548</b>	<b>112.9%</b>	<b>12,729</b>	<b>65.9%</b>	<b>19,259</b>
(City Manager	Salaries & Benefits	555,121	323,821	289,658	12,919	302,578	93.4%	252,543	54.5%	241,793
City Clerk	Contract Services	84,000	49,000	111,910	1,000	112,910	230.4%	(28,910)	134.4%	38,831
Personnel)	Supplies & Materials	7,700	4,492	5,603		5,603	124.7%	2,097	72.8%	5,902
	General Expenses	60,000	35,000	36,750	3,871	40,622	116.1%	19,378	67.7%	3,742
	Reimbursements	30,315	17,684	17,684		17,684	100.0%	12,631	58.3%	15,158
	<b>City Manager Totals:</b>	<b>737,136</b>	<b>429,996</b>	<b>461,606</b>	<b>17,791</b>	<b>479,397</b>	<b>111.5%</b>	<b>257,739</b>	<b>65.0%</b>	<b>305,425</b>

Town of Atherton  
General Fund

Financial Report for the Seven Months Ended January 31, 2009

(Excl. Encumbrances)

Dept	Description	Budget FY08/09	7/12 of Budget	Actual Jul 08 thru Jan 09	Accrual	Adj. Actual Jul 08 thru Jan 09	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Jan 08
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			58.3%							
City Attorney	Contract Services	198,000	115,500	154,603	36,355	190,958	165.3%	7,042	96.4%	274,421
Legal Services	General Expenses	2,000	1,167	31		31	2.7%	1,969	1.6%	
	Reimbursements	6,228	3,633	3,633		3,633	100.0%	2,595	58.3%	3,114
	City Attorney Totals:	206,228	120,300	158,268	36,355	194,623	161.8%	11,605	94.4%	277,535 G
(Finance Post Office)	Salaries & Benefits	348,040	203,023	200,427	7,390	207,817	102.4%	140,223	59.7%	178,666
	Contract Services	50,000	29,167	6,773		6,773	23.2%	43,227	13.5%	78,632
	Supplies & Materials	11,000	6,417	4,404		4,404	68.6%	6,596	40.0%	2,884
	General Expenses	3,600	2,100	736		736	35.0%	2,864	20.4%	705
	Rents & Leases		-			-	100.0%	-	0.0%	
	Facility & Equipment	10,000	5,833			-	0.0%	10,000	0.0%	
	Reimbursements	19,616	11,443	11,443		11,443	100.0%	8,173	58.3%	9,808
	Finance Totals:	442,256	257,983	223,782	7,390	231,172	89.6%	211,084	52.3%	270,695
(Building Planning)	Salaries & Benefits	864,441	504,257	433,266	20,981	454,247	90.1%	410,194	52.5%	384,516
	Contract Services	569,954	332,473	229,621	46,273	275,894	83.0%	294,060	48.4%	559,459
	Supplies & Materials	43,000	25,083	12,478		12,478	49.7%	30,522	29.0%	10,748
	General Expenses	11,000	6,417	5,351	750	6,101	95.1%	4,899	55.5%	1,961
	Facility & Equipment	5,500	3,208			-	0.0%	5,500	0.0%	501
	Reimbursements	48,358	28,209	28,209		28,209	100.0%	20,149	58.3%	51,922
	Building Totals:	1,542,253	899,648	708,926	68,004	776,929	86.4%	765,324	50.4%	1,009,107
Police	Salaries & Benefits	4,307,040	2,512,440	2,335,568	85,104	2,420,672	96.3%	1,886,368	56.2%	2,411,186
	Contract Services	260,670	152,057	163,231	6,275	169,507	111.5%	91,163	65.0%	163,086

Town of Atherton										
General Fund										
Financial Report for the Seven Months Ended January 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	7/12 of Budget	Actual Jul 08 thru Jan 09	Accrual	Adj. Actual Jul 08 thru Jan 09	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Jan 08
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			58.3%							
	Supplies & Materials	185,002	107,918	60,049	5,478	65,527	60.7%	119,475	35.4%	102,914
	General Expenses	157,983	92,157	49,379	1,387	50,766	55.1%	107,217	32.1%	22,949
	Facility & Equipment	99,005	57,753	41,453		41,453	71.8%	57,552	41.9%	33,903
	Reimbursement	141,886	82,767	82,767		82,767	100.0%	59,119	58.3%	107,468
	Police Totals:	5,151,586	3,005,092	2,732,446	98,245	2,830,691	94.2%	2,320,895	54.9%	2,841,506
(Public Works	Salaries & Benefits	1,481,828	864,400	765,889	40,752	806,641	93.3%	675,187	54.4%	804,836
Parks & Recr)	Contract Services	638,150	372,254	204,511	10,817	215,328	57.8%	422,822	33.7%	231,107
	Supplies & Materials	113,200	66,033	29,299	15,295	44,594	67.5%	68,606	39.4%	56,106
	General Expenses	106,500	62,125	76,659	1,902	78,561	126.5%	27,939	73.8%	24,502
	Rent & Leases	47,068	27,456	28,990	189	29,180	106.3%	17,888	62.0%	12,256
	Facility & Equipment	75,700	44,158	754	346	1,100	2.5%	74,600	1.5%	14,922
	Reimbursements	58,705	34,245	34,470		34,470	100.7%	24,235	58.7%	19,568
	Public Works Totals:	2,521,151	1,470,671	1,140,571	69,302	1,209,873	82.3%	1,311,278	48.0%	1,163,296
	Total Expenditures	10,637,887	6,205,434	5,449,103	298,130	5,747,233	92.6%	4,890,654	54.0%	5,886,822
	Excess (Deficiency) of Revenues over Expenditures	4,636	2,704	(786,215)	(291,491)	(1,077,705)	-39851.1%	1,082,341	-23246.5%	(464,811)



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JEROME GRUBER, CITY MANAGER**

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVAL OF \$1,000 IN EXCESS OF CONTRACTED AMOUNT FOR  
CHRISTINA MA, TEMPORARY ACCOUNTANT**

#### **RECOMMENDATION**

Approve the \$1,000 in Excess of Contracted Amount for Christina Ma, Temporary Accountant.

#### **DISCUSSION**

To assist the Finance Department in preparing the FY 2007-08 financial records for audit by Caporicci & Larson, the City Manager approved the hiring of Christina Ma with a \$15,000 contract amount. Due to the complexity and the large volume of reconciliations needed, Christina Ma's service exceeded the City Manager's approving authority of \$15,000 by \$1,000. As a result, City Council approval is necessary.

#### **FISCAL IMPACT**

Due to the additional work that Finance Department needed for FY 2007-08, a mid-year budget adjustment will be proposed to cover this additional cost that could not be absorbed by the FY 2008-09 Finance Department expenditure budget.

Prepared by:

Approved by:

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Louise Ho  
Finance Director

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Jerome Gruber  
City Manager

Attachment: Letter of Agreement



**Town of Atherton**  
Office of the City Manager

91 Ashfield Road  
Atherton, California 94027  
Phone: (650) 752-0500  
Fax: (650) 614-1212

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November 14, 2008

Christine Ma  
813 Seal Pointe Drive  
Redwood City, CA 94065

Re: Letter Agreement for Temporary Employment with the Town of Atherton

Dear Ms. Ma:

Terms:

Duties: You agree to perform the duties of Assistant Finance Director, on a temporary basis. The full scope of duties is to be directed by Louise Ho, Finance Director, and may be duties from a combination of the Assistant Finance Director job description and the proposal for consultant services you provided the Town.

You agree to devote your full energies, skill, ability, and productive time to the performance of the duties of Assistant Finance Director. You understand that a critical part of your duties is to prepare for the Annual Audit and the 2008 Budget reconciliation and adjustments.

Compensation: You agree to be compensated at a rate of \$65.00 per hour as an FLSA overtime-exempt management employee, not to exceed \$15,000 inclusive of payroll costs estimated to be 7.65% of payroll. You agree and understand that you will not be entitled to benefits from the Town including, but not limited to health insurance, CalPERS retirement benefits, or paid sick, vacation, or holidays. You will be paid by timesheet on normal Town pay dates. You will earn Social Security and Medicare based on your actual hours worked.

Work Days/Hours: You agree to work a flexible part-time schedule as approved by Louise Ho, Finance Director.

Terms of Agreement: You agree to serve as Assistant Finance Director on a temporary part-time basis beginning November 24, 2008 or sooner pending successful completion of background checks and a pre-employment physical examination, for not more than 960 hours per fiscal year. Either party may terminate this Agreement by giving seven (7) days written notice to the other party. In addition, the City Manager, at his sole discretion, and with or without cause, may terminate this agreement without providing you any right of appeal. This is an at-will employment, meaning that you do not have any constitutionally-protected property interest or any other interest in continued employment with the Town.

Confidentiality: You agree to maintain the secrecy of confidential information received during your employment at the Town, including, but not limited to, personnel records and financial records. You agree to comply with all applicable laws and ordinance.

Entire Agreement: This Agreement constitutes the entire understanding and agreement as to matters contained in it, and supersedes any other understandings or agreements between you and the Town. This Agreement may be amended only by a written document that is signed and dated by you and the City Manager.

Sincerely,



Jerry Gruber  
City Manager

I understand and agree to the terms of employment described in this letter.

---

Christine Ma

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Dated

Attachments



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVAL OF THE CONTRACT OF DEPOSIT OF LOCAL AGENCY  
MONEYS WITH COMERICA BANK AND AUTHORIZE THE CITY  
MANAGER TO SIGN THE CONTRACT**

#### **RECOMMENDATION:**

Approve the Contract of Deposit of Local Agency Moneys with Comerica Bank and Authorize the City Manager to Sign the Contract.

#### **DISCUSSION**

California State Codes 53630-53686 outline the statutes to insure the safekeeping of public funds by the Town Treasurer. The codes detail the collateral requirements as well as the management responsibilities of the depository bank pursuant to contract and explain the responsibility of safekeeping of public funds.

Staff contacted the Town's existing bank, Comerica Bank, regarding the requirement and was informed that a copy of the contract for deposit could not be located. A new contract would need to be executed.

#### **FISCAL IMPACT**

None

Prepared by:

Approved by

---

Louise Ho  
Finance Director

---

Jerome Gruber  
City Manager

Attachments: Contract for Deposit of Local Agency Moneys

CONTRACT FOR DEPOSIT OF LOCAL AGENCY MONEYS

THIS CONTRACT, relating to the deposit of moneys, is made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between Jerome Gruber City Manager/ Town Treasurer ("Treasurer") of the Town of Atherton ("Depositor"), and Comerica Bank ("Bank"), having a shareholder's equity of \$5,117,000,000.00 on December 31, 2007, and is made with reference to the following facts:

WHEREAS, the Treasurer proposes to deposit in the Bank from time to time, moneys in his custody in an aggregate amount on deposit at any one time not to exceed the total shareholder's equity of the bank, and said moneys will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California (the "Local Agency Deposit Security Law");

WHEREAS, the Government Code requires the Treasurer to enter into a contract with the Bank setting forth the conditions upon which said moneys are deposited;

WHEREAS, Bank, as required by Government Code section 53635.2, has received an overall rating of not less than "satisfactory" in its most recent evaluation of its record of meeting the credit needs of California's communities, including low-and-moderate income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code;

WHEREAS, in the judgment of the Treasurer, this contract is to the public advantage;

NOW, THEREFORE, the parties agree as follows:

1. Deposits and Termination-Applicable Law and Regulations. This contract, but not deposits then held hereunder, is subject to termination by the Treasurer or the Bank at any time upon 30 days' written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule, or regulation, state or federal, which, in the opinion of the Administrator of Local Agency Security of the State of California (the "Administrator"), is inconsistent herewith, including any change relative to the payment of interest upon moneys so deposited by the Treasurer. The Treasurer may withdraw Depositor's deposits from the Bank immediately upon receiving notice from the Administrator that the Bank has failed to pay assessments, fines or penalties assessed by the Administrator. The Treasurer may immediately upon receiving notice from the Administrator withdraw authorization for the placement of securities with the Agent of the Depository in the event that the Agent of the Depository fails to pay fines or penalties assessed by the Administrator.

2. Interest. Interest shall accrue on any moneys so deposited as permitted by any act of Congress of the United States or by any rule or regulation of any department or agency of the Federal Government. If interest may legally be paid on the account into which the moneys are deposited, then all moneys deposited shall bear interest at a rate agreed upon by the Treasurer and the Bank.

3. Issuance of Receipt. The Bank shall issue to the Treasurer for each deposit a receipt on a form agreed to by the Bank and the Treasurer, stating the interest to be paid (if any), the duration of the deposit (if appropriate), the frequency of interest payments (if any) and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.

4. Requirement for Collateral. The Bank will maintain at all times with the Agent of the Depository as security for Depositor's deposits:

(a) eligible securities of the classes described in Government Code section 53651 (except subdivision (m) and (p)) having a market value at least 10% in excess of the total amount of deposits secured by those securities;

(b) eligible securities of the class described in subdivision (m) of Government Code section 53651 having a market value at least 50% in excess of the total amount of deposits secured by those securities; and

(c) eligible securities of the class described in subdivision (p) of Government Code section 53651 having a market value at least 5% in excess of the total amount of deposits secured by those securities. If the Administrator determines that a security is not qualified to secure public deposits, the Bank will substitute other securities to comply with the requirements of this Paragraph.

A copy of Government Code section 53651, as it presently reads, is attached as Appendix A.

5. Waiver of Collateral for Federally Insured Deposits. The Treasurer hereby waives security for that portion of the total amount on deposit that is insured pursuant to Federal law.

6. Agent for Purposes of Holding Collateral. The Agent of the Depository, which the Treasurer and the Bank hereby authorize to hold the eligible securities posted as collateral under this contract, is UNION BANK OF CALIFORNIA. The Agent of the Depository has filed with the Administrator an agreement to comply in all respects with all provisions of the Local Agency Deposit Security Law.

7. Authority for Safekeeping of Securities. Authority for placement of securities for safekeeping in accordance with Government Code section 53659 is hereby granted to the Agent of the Depository, including placement with any one or more Federal Reserve Banks or branches thereof.

8. Conversion of Collateral. If the Bank fails to pay all or part of any moneys of the Depositor on deposit with the Bank which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the applicable deposit receipt, the Treasurer will immediately notify the Administrator in writing. Government Code section 53665 governs action by the Administrator in converting the collateral required by Paragraph 4 above for the benefit of the Depositor.

9. Substitution of Securities. The Bank may add, substitute or withdraw eligible securities being used as security for deposits made hereunder in accordance with Government Code section 53654, provided the requirements of Paragraph 4 above are met.

10. Right to Interest or Income on Securities. The Bank shall have and hereby reserves the right to collect and retain for the Bank's own account the interest or income on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code section 53665.

11. Expenses, Charges and Fees. The Bank will pay all expenses incurred in transporting eligible securities maintained as collateral for moneys on deposit to and from the Agent of the Depository. The Depositor will pay (or promptly reimburse the Bank for or otherwise compensate the Bank for) all expenses incurred in transporting all moneys deposited with the Bank to and from the Depositor's offices. The Depositor will pay the Bank (or otherwise compensate the Bank for) the fees and charges stated in the Bank's then current Schedule of Charges (unless the Bank and the Treasurer otherwise agree) for handling, collecting and paying all checks, drafts and other exchange or securities according to the Bank's standard practices.

12. Contract Subject to Applicable Law. This contract, the parties hereto, and all deposits governed by this contract shall comply with and be subject in all respects to the Local Agency Deposit Security Law, and all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted to promulgate, all of which are by this reference made a part hereof.

13. Contacts for Responsibility and Notices. This contract will be administered on behalf of the Treasurer by Jerome Gruber and for the Bank by Brian Dobbs. Each party shall inform the other of any change in the contract administrator. Any notices that are given pursuant to this contract may be delivered in person or by mail as follows:

To Treasurer:

Town of Atherton  
Finance Department  
Attn: Jerome Gruber  
91 Ashfield Road  
Atherton, CA 94027

To Bank:

Comerica Bank  
Small Business Banking  
Attn: Brian Dobbs  
333 West Santa Clara Street  
San Jose, CA 95113

IN WITNESS WHEREOF, the Treasurer in his official capacity on behalf of the Depositor, and the Bank by its duly authorized officer, have signed this contract in triplicate as of the day and year first above-mentioned.

THE TOWN OF ATHERTON

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

COMERICA BANK

By:  \_\_\_\_\_  
Title: ASSISTANT VICE  
PRESIDENT

**§ 53651. Eligible securities**

Eligible securities are any of the following:

- (a) United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration loans, so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Notes or bonds or any obligations of a local public agency (as defined in the United States Housing Act of 1949) or any obligations of a public housing agency (as defined in the United States Housing Act of 1937) for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (c) Bonds of this state or of any local agency or district of the State of California having the power, without limit as to rate or amount, to levy taxes or assessments to pay the principal and interest of the bonds upon all property within its boundaries subject to taxation or assessment by the local agency or district, and in addition, limited obligation bonds pursuant to Article 4 (commencing with Section 50665) of Chapter 3 of Division 1, senior obligation bonds pursuant to Article 5 (commencing with Section 53387) of Chapter 2.7, and revenue bonds and other obligations payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the state, local agency or district or by a department, board, agency or authority thereof.
- (d) Bonds of any public housing agency (as defined in the United States Housing Act of 1937, as amended) as are secured by a pledge of annual contributions under an annual contribution contract between the public housing agency and the Public Housing Administration if such contract shall contain the covenant by the Public Housing Administration which is authorized by subsection (b) of Section 22 of the United States Housing Act of 1937, as amended, and if the maximum sum and the maximum period specified in the contract pursuant to that subsection 22(b) shall not be less than the annual amount and the period for payment which are requisite to provide for the payment when due of all installments of principal and interest on the obligations.
- (e) Registered warrants of this state.
- (f) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by the United States Postal Service, federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended, debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended, consolidated obligations of the federal home loan banks established under the Federal Home Loan Bank Act, bonds, debentures and other obligations of the Federal National Mortgage Association or of the Government National Mortgage Association established under the National Housing Act, as amended, bonds of any federal home loan bank established under that act, bonds, debentures and other obligations of the Federal Home Loan Mortgage Corporation established under the Emergency Home Finance Act of 1970, and obligations of the Tennessee Valley Authority.

- (g) Notes, tax anticipation warrants or other evidence of indebtedness issued pursuant to Article 7 (commencing with Section 53820), Article 7.5 (commencing with Section 53840) or Article 7.6 (commencing with Section 53850) of this Chapter 4.
- (h) State of California notes.
- (i) Bonds, notes, certificates of indebtedness, warrants or other obligations issued by: (1) any state of the United States (except this state), or the Commonwealth of Puerto Rico, or any local agency thereof having the power to levy taxes, without limit as to rate or amount, to pay the principal and interest of such obligations, or (2) any state of the United States (except this state), or the Commonwealth of Puerto Rico, or a department, board, agency or authority thereof except bonds which provide for or are issued pursuant to a law which may contemplate a subsequent legislative appropriation as an assurance of the continued operation and solvency of the department, board, agency or authority but which does not constitute a valid and binding obligation for which the full faith and credit of such state or the Commonwealth of Puerto Rico are pledged, which are payable solely out of the revenues from a revenue-producing source owned, controlled or operated thereby; provided the obligations issued by an entity described in (1), above, are rated in one of the three highest grades, and such obligations issued by an entity described in (2), above, are rated in one of the two highest grades by a nationally recognized investment service organization that has been engaged regularly in rating state and municipal issues for a period of not less than five years.
- (j) Obligations issued, assumed or guaranteed by the International Bank for Reconstruction and Development, Inter-American Development Bank, the Government Development Bank of Puerto Rico, the Asian Development Bank, the International Finance Corporation, or the African Development Bank.
- (k) Participation certificates of the Export-Import Bank of the United States.
- (l) Bonds and notes of the California Housing Finance Agency issued pursuant to Chapter 7 (commencing with Section 51350) of Part 3 of Division 31 of the Health and Safety Code.
- (m) Promissory notes secured by first mortgages and first trust deeds which comply with Section 53651.2.
- (n) Any bonds, notes, warrants, or other evidences of indebtedness of a nonprofit corporation issued to finance the construction of a school building or school buildings pursuant to a lease or agreement with a school district entered into in compliance with the provisions of Section 39315 or 81345 of the Education Code, and also any bonds, notes, warrants or other evidences of indebtedness issued to refinance those bonds, notes, warrants, or other evidences of indebtedness as specified in Section 39317 of the Education Code.
- (o) Any municipal securities, as defined by Section 3(a) (29) of the Securities Exchange Act of June 6, 1934, (15 U.S.C. Sec. 78, as amended), which are issued by this state or any local agency thereof.
- (p) With the consent of the treasurer, letters of credit issued by the Federal Home Loan Bank of San Francisco which comply with Section 53651.6.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER, JERRY GRUBER**

**FROM: NEAL J. MARTIN, TOWN PLANNER**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: ADOPTION OF ZONING ORDINANCE AMENDMENT FOR THE PFS  
ZONING DISTRICT**

#### **RECOMMENDATION:**

Adopt the amendment to the PFS Zoning District related to side- and rear-yard setbacks where two schools are adjacent.

#### **BACKGROUND and DISCUSSION:**

On January 21, 2009, the City Council introduced an amendment to the PFS Zoning District providing for a 10-foot side- and rear-yard setback where two schools abut. The motion to introduce the Ordinance included language directing Staff to make certain clarifying modifications to the ordinance language. Those changes have been made and are shown in italics on the accompanying attachment.

#### **FINANCIAL IMPACT:**

All costs of the services have been paid by Menlo School and College through fees and deposits charged pursuant to City Council Resolution No. 08-28.

#### **FORMAL MOTION:**

I move that the City Council adopt the Ordinance, a Zoning Ordinance Amendment providing for a 10-foot side- and rear-yard setback where two schools adjoin each other.

Prepared By:

Approved by:

/s/ Neal Martin  
Neal J. Martin  
Town Planner

\_\_\_\_\_  
Jerry Gruber,  
City Manager

Attachments:

1. Draft Zoning Ordinance Amendment

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ADDING SECTION 17.32.040 (G) TO THE ATHERTON MUNICIPAL CODE  
PROVIDING FOR 10-FOOT SIDE- AND REAR-YARD SETBACKS WHERE  
SCHOOLS ARE LOCATED ADJACENT TO EACH OTHER**

The City Council of the Town of Atherton does hereby ordain as follows:

**SECTION 1:** Section 17.32.040(G) of the Atherton Municipal Code is hereby added to read as follows:

**17.32.040(G)**

The side- and rear-yard setbacks for PFS district properties where a public or private school is located *adjacent to a side or rear portion of* another public or private school shall be a minimum of ten (10) feet. The setback is limited to that portion of the property where a PFS District property is adjacent to another PFS District property.

**SECTION 2:** That the City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions in this Ordinance are severable and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not effect the validity of the remaining parts of this Ordinance.

**SECTION 3:** This Ordinance shall be posted in at least three public places according to law and shall take effect and be in force from and after 30 days after its passage and adoption.

\* \* \* \* \*

Introduced this 21st day of January, 2009

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the 18th day of February, 2009, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

\_\_\_\_\_  
Jerry Carlson, MAYOR  
Town of Atherton

ATTEST:

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Kathi Hamilton  
Acting City Clerk

APPROVED AS TO FORM:

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Marc G. Hynes,  
City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY, 2009**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH  
KIMLEY-HORN AND ASSOCIATES, INC. FOR TRAFFIC  
ENGINEERING SERVICES FOR THE ROAD IMPACT FEE STUDY**

#### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associate, Inc. to provide traffic engineering services for the Road Impact Fee Study in an amount not exceed \$13,190, plus a 10% contingency, for a total authorization of \$14,509.

#### **BACKGROUND:**

The Road Impact Fee was originally approved by Council in September of 2000 based on a study performed by DKS Associates, Inc. in August of 2000. In 2005, Kimley-Horn updated the fee study, including an Off-Haul Fee. That study apportioned the road deterioration 45% to general construction traffic and 55% to excavation off-haul (after reducing the net deterioration by 12.6% for refuse vehicles, based on a study done by Hilton Farnkopf and Hobson). The revised road impact fee and off-haul fee were approved by Council in March of 2005. The Off-Haul Fee was rescinded in September of 2006 without reapportioning the roadway deterioration. Had the Road Impact fee been adjusted for the total roadway deterioration, it would have increased by 122%.

In June of 2007, the permitted value for building permits was increased from \$250 per square foot to \$350 per square foot. The Road Impact Fee is set at 0.71% of project valuation. The Road

Impact Fees therefore increased by 40%. A nexus study was not performed to determine if this increase was justified by the cost of roadway deterioration.

**ANALYSIS:**

It was recommended by the Finance Committee that the Road Impact Fee Study be updated using the three years of data since the previous study. Kimley-Horn is the Town's traffic engineer selected by a qualification-based selection. Kimley-Horn was requested to update their 2005 study, using the exact same methodology but excluding the Excavation Off-Haul portion. Kimley-Horn prepared a proposal for this work with an estimate of \$13,190.

As a follow-up to this study, additional tasks were suggested to be performed to provide checks of the reasonableness of the fee. The scope of the follow-up work will include:

1. Survey of similar fees in other communities
2. Public process with contractor community to evaluate example projects and compare number of miles and number of trucks and relate that to the useful life of streets used.
3. Establish a method of escalation, such as Construction Cost Index (CCI) or tri-annual re-evaluation.
4. Establish a per square foot basis for the fee instead of a project valuation basis.

The follow-up work will be a subsequent proposal by Kimley-Horn to be performed after the initial nexus study is completed. Other follow-up work may be identified during the process of the study.

**FISCAL IMPACT:**

Road Impact Fee funds from the FY 2008-09 Capital Improvement Program (210-00-3165-000) will be used to fund this study. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$13,190. A 10% contingency of \$1,300 would bring the total authorization to \$14,509. There are sufficient funds in the Road Impact Fee fund to cover this amount.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager

Attachments: Professional Service Agreement

PROFESSIONAL SERVICES AGREEMENT FOR  
ROAD IMPACT FEE UPDATE STUDY

THIS AGREEMENT is entered into between the Town of Atherton, a municipal corporation, hereinafter referred to as "the City", and Kimley-Horn and Associates, Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform traffic engineering services in connection with the project designated as Road Impact Fee Update Study.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within 60 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$13,190 without express written modification of the agreement signed by the City.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this

agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property to the extent caused by a negligent act, omission or failure of the Consultant.
8. Insurance. The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$2,000,000 aggregate for personal injury, and \$500,000 per occurrence/aggregate for property damage. Said general liability policy shall name the Town of Atherton as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.
9. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

12. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

13. Termination.

- a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Consultant.
- b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.

14. Notices. Notices to the Town of Atherton shall be sent to the following address:

Duncan Jones, Atherton Public Works Director  
 91 Ashfield Road  
 Atherton, CA 94027

Notices to Consultant shall be sent to the following address:

Paul Krupka, Assistant Secretary  
 Kimley-Horn and Associates, Inc.  
 555 12<sup>th</sup> Street, Suite 1230  
 Oakland, CA 94607

15. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Town of Atherton

Consultant

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

Approved as to Form

By \_\_\_\_\_  
City Attorney

EXHIBIT "A"  
SCOPE OF SERVICES

EXHIBIT "B"  
PAYMENT

1. Consultant shall be paid up to \$13,190 as per Exhibit B-1 to complete the scope of work as outline in Exhibit "A".
2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.



Kimley-Horn  
and Associates, Inc.

555 12<sup>th</sup> Street, Suite 1230  
Oakland, California  
94607

February 5, 2009

**By e-mail**

Mr. Duncan L. Jones  
Director of Public Works  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Re: Road Impact Fee Update

Dear Duncan:

Kimley-Horn and Associates, Inc. (KHA) is pleased to submit our proposal to the Town of Atherton to update the Road Impact Fee (RIF) that was adopted in March 2005. Our scope of services includes an update of this RIF with information from new street reconstruction expenditures, new Pavement Condition Index reports, and updated construction valuation estimates. Appendix A details our proposed scope of services, schedule, and fee for this work.

If you have any questions, please call me at (510) 625-0712.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Paul Krupka, P.E.  
Assistant Secretary

Registered Traffic Engineer – California No. 1574  
Registered Civil Engineer – California No. 47497

Enclosure: Appendix A - Scope of Services

**APPENDIX A**  
**SCOPE OF WORK, PROJECT SCHEDULE, FEE and BILLING**  
**Atherton Road Impact Fee Update**  
**Feb 5, 2009**

The Town of Atherton's current Road Impact Fee (RIF) was adopted by Resolution No 05-34 in 2005. The RIF was based on building permit, estimated construction value, and pavement maintenance data for a period of three years between 2000 and 2003. The Town of Atherton plans to update its RIF to account for the updated construction valuation estimates, new street reconstruction expenditures, and new Pavement Construction Index (PCI) reports. The RIF update will be based on the four year period from 2005 to 2008 and utilize the same methodology as the previous Roadway Impact Fee study (Kimley-Horn and Associates, Inc., March 15, 2005) except that the costs attributed to excavation off-haul will not be included. This proposal also includes a task to develop a scope to research and review road impact fees imposed by other jurisdictions and define mechanisms to update the fee, including the matter of cost escalation.

**SCOPE OF SERVICES**

Task 1 – Determine Estimated Cost of Roadway Deterioration

Kimley-Horn will determine the estimated total and annual cost of roadway deterioration for the period between 2005 and 2008 based on new Pavement Management Budget Options Reports (PM Options Report) and the Town's expenditures for pavement-related capital improvements for the same period. The Town of Atherton will provide this information to Kimley-Horn. This work scope assumes that the impact of refuse vehicles on pavement deterioration remains the same as cited in the previous study.

Task 2 – Estimate Traffic Generation for Construction Support Traffic

The approximate number of one-way construction truck trips will be estimated based on assumptions regarding weight of construction materials for a typical home in Atherton and project area for each building permit.

Town staff will provide permit information from 2005 and 2008 that includes a description and size of the construction activity. The value of construction for each site will be estimated using the June 2007 construction value of \$350 per square foot. The total and annual construction value, as well as the total and annual project area (1,000 square feet) over the four year period will be calculated.

Task 3 – Estimate Cost of Roadway Deterioration as Percentage of Construction Value

The annual construction value (from Task 2) will be divided by the annual roadway deterioration estimate (from Task 1) to determine the roadway impact fee as a percentage of the value of construction. A similar calculation will be performed to determine the roadway impact fee with respect to project area.

Task 4 – Prepare Report

Kimley-Horn will prepare a draft letter report that documents all procedures and findings. The draft letter report will be submitted for review to the Town. Upon receipt of written comments on the draft letter report, a final letter report will be prepared and submitted. This task assumes up to 6 hours of staff time to incorporate comments into a final letter report.

Task 5 – Attend Meeting and Develop Scope for Researching Road Impact Fees

Kimley-Horn will attend one meeting with the Town's staff to discuss findings of the Updated RIF. This meeting will also define the parameters of the supplemental analysis and research requested by the Town regarding road impact fees charged by other jurisdictions and mechanisms for updating the fee. A draft scope of service, schedule, and budget will be submitted within 10 working days of the meeting.

**PROJECT SCHEDULE**

The submittal of a draft letter report is estimated to require approximately 4 weeks after receipt of a signed contract and purchase order, and receipt of supporting documents (Pavement Management Budget Options Reports, pavement related capital improvements costs, and permit information). The final letter report will be submitted in approximately 2 weeks after receipt of written comments from Town staff.

**FEE AND BILLING**

The estimated fee to conduct the Scope of Services is \$13,190 as summarized in the table below.

<b>Task</b>	<b>Project Manager</b>	<b>Engineer</b>	<b>Analyst</b>	<b>Support</b>	<b>Total</b>
Task 1 - Estimated Cost of Roadway Deterioration	0	4	8	0	12
Task 2 - Estimate Traffic Generation	0	2	24	4	30
Task 3 - Estimate Cost of Roadway Deterioration	0	0	4	0	4
Task 4 - Prepare Report	2	4	16	6	28
Task 5 - Attend Meeting/Develop Scope for Additional Research	4	4	0	0	8
<b>Total Hours</b>	<b>6</b>	<b>14</b>	<b>52</b>	<b>10</b>	<b>82</b>
Billing Rate	\$245	\$185	\$140	\$105	
Labor	\$1,470	\$2,590	\$7,280	\$1,050	\$12,390
Indirect Expenses (Mileage, Telephone, Postage, Computer, etc)					\$800
<b>Total</b>					<b>\$13,190</b>



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBUARY 18, 2009**

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE  
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE  
ORDERS IN THE AMOUNT OF \$29,845.55 FOR THE PROJECT  
NUMBER 08-001**

### RECOMMENDATION

Accept work, authorize recording of a Notice of Completion and approve contract change orders in the amount of \$29,845.55 for the Street Reconstruction – Phase 4 Project No. 08-001.

### INTRODUCTION

The Council awarded a contract in July 2008 to CF Archibald for \$342,279.50, with a \$34,227.95 construction contingency, for a total authorized amount of \$376,507.45. Work under the contract has been completed.

### ANALYSIS

The original contract price was for \$ 342,279.50. There were field directive change orders totaling \$ 29,845.55 less quantity decreases of \$ 2,933.70 bringing the total contract to \$372,125.05. The contract changes were as follows:

- |  |               |
|--|---------------|
| 1. Original Contract amount less quantity decreases  | \$ 339,345.80 |
| 2. Change Order 001 – Raise grade on Rebecca Lane  | \$ 5,094.35   |
| Grades at the end of the cul-de-sac were adjusted to improve drainage to the existing dry-well inlet and to improve driveway grades. |               |
| 3. Change Order 003 – Re-sawcutting driveways to adjust grades at driveways to allow a smoother transition                           | \$ 2,538.26   |

- for residents to enter and exit their property.
4. Change Order 004 – Addition of Topsoil \$ 420.89  
Topsoil was added to fill backing of swales where native soil was not available.
  5. Change Order 005 – Asphalt Disposal \$ 1,311.72  
Driveway AC was changed to a smoother mix
  6. Change Order 006 – Addition of Goldfines \$ 708.23  
Addition of Goldfines was requested by a resident to fill driveway with the same material as their existing driveway.
  7. Change Order 007 – Removal of Headerboard \$ 671.85  
Driveway headerboards were removed to accommodate grade changes at driveways which were adjusted to allow a smoother transition for residents to enter and exit their property.
  8. Change Order 008 & 009 – Re-grind Rebecca Lane at Oak Grove Avenue. Due to cross slope not draining properly, the entrance to Rebecca Lane was removed and repaved. \$ 2,130.96
  9. Change Order 011 – Re-surveyed Selby Lane \$ 538.56  
Selby Lane was re-surveyed by the contractor to adjust grades at the driveways to allow a smoother transition for residents to enter and exit their property.
  10. Change Order 012 – Addition of Class II Aggregate Base \$ 1,690.57  
Addition of Class II AB was used to fill the drop off along the edge of pavement and provide the residents with a walking path along the edge pavement.
  11. Change Order 013 – Grade Change Juniper Drive \$ 1,077.11  
Juniper Drive was re-surveyed by the contractor to adjust grades at the driveways to allow a smoother transition for residents to enter and exit their property.
  12. Change Order 014 – Grind Trench \$ 730.05  
Prior to reconstruction of Juniper Drive, Calwater had upgraded their water line along the roadway. Work was coordinated with the Town so that the trenches would be repaved with the street, however the Town changed the limits during construction to save funds but the trenches still needed to be repaved.
  13. Change Order 015 – Remove Conduit Duct \$ 1,584.66  
In order to reconstruct Juniper Drive, removal of Comcast conduit was needed. Comcast relocated their conduit, but did not remove their existing conduit duct.

14. Change Order 020 & 021 – Removal of Petromat on Selby Lane. During removal of existing AC, petromat was found. In order to dispose of the petromat, AC had to be hauled to Fremont Dump Yard. \$ 11,348.34

TOTAL \$ 369,191.35

**FISCAL IMPACT**

Funding for this project in the amount of \$500,000 is included in the FY 08/09 budget. The final cost of this segment of work is \$369,191.35, less than the budget estimate.

**CONCLUSION:**

It is appropriate for the Council to accept the work and authorize recording a Notice of Completion at this time.

Prepared By:

Approved:

\_\_\_\_\_  
Duncan L. Jones, P.E.  
Public Works Director

\_\_\_\_\_  
Jerome D. Gruber  
City Manager

Attachment: Notice of Completion  
Certificate of Completion

**RECORD REQUESTED BY:**

**TOWN OF ATHERTON**  
**AND WHEN RECORDED MAIL TO:**

**CITY CLERK, TOWN OF ATHERTON**

**91 ASHFIELD ROAD**  
**(Street Address)**  
**ATHERTON, CALIFORNIA 94027**  
**(City, State and Zip Code)**

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TOWN OF ATHERTON**  
**NOTICE OF COMPLETION**

**STREET RECONSTRUCTION - PHASE 4**  
**PROJECT NO. 08-001**  
**ATHERTON, CALIFORNIA**

NOTICE IS HEREBY GIVEN THAT Duncan L. Jones, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 18<sup>th</sup> day of February 2009 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to CF ARCHIBALD PAVING, INC. on the 16<sup>th</sup> day of July, 2008, said contract being executed on the 27<sup>th</sup> day of August 2008.

That said work and improvements were accepted as completed on the 18<sup>th</sup> day of December, 2008 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 18<sup>th</sup> day of February, 2009, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is International Fidelity Insurance Company, 1575 Treat Boulevard, Suite 208, Walnut Creek, CA 94598.

That said work and improvements consisted of Street Reconstruction as described in the plans an specification approved by the City Council of the Town of Atherton pursuant to motion, adopted the 16<sup>th</sup> day of July, 2008.

That I, Duncan L. Jones, City Engineer of the Town of Atherton, am authorized by said Motion to execute and file this notice with the County Recorder of the County of San Mateo.

BY: \_\_\_\_\_  
City Engineer  
\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
City Clerk  
\_\_\_\_\_  
Date

'I declare under penalty of perjury that the foregoing is true and correct.'

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
(Signature)

**TOWN OF ATHERTON  
CERTIFICATE OF COMPLETION**

**PROJECT NAME:** STREET RECONSTRUCTION - PHASE 4  
**PROJECT NUMBER:** 08-001  
**LOCATION:** Rebecca Lane, Selby Lane, Juniper Drive

**NOTICE IS HEREBY GIVEN:**

1. That on December 18, 2008, the Public Works project known as STREET RECONSTRUCTION - PHASE 4 Project Number 08-001 was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:  
Town of Atherton  
91 Ashfield Road  
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:  
C.F. Archibald Paving, Inc  
PO Box 37, 3624 Havens Avenue  
Redwood City, CA 94064
4. That the name and address of the Contractor's surety is:  
International Fidelity Insurance Company  
1575 Treat Boulevard  
Suite 208  
Walnut Creek, CA 94598
5. That the project is described as:  
Street Reconstruction, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 16th day of July, 2008.

**BY:**

\_\_\_\_\_  
**Duncan L. Jones, P.E.**  
**Public Works Director**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Kathi Hamilton**  
**Acting City Clerk**

\_\_\_\_\_  
**Date**



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBUARY 18, 2009**

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND  
AUTHORIZATION TO ADVERTISE STREET  
RECONSTRUCTION PHASE 5 PROJECT NO. 08-023**

#### **RECOMMENDATION:**

Approve the plans and specifications and authorize advertisement for bids for the Street Reconstruction Phase 5 Project, Project No. 08-023.

#### **INTRODUCTION:**

The FY 2008-09 adopted Capital Improvement Program includes funds for constructing the Street Reconstruction Phase 5 project. The need for this project resulted from the pavement condition surveys conducted in the summer of 2008.

#### **ANALYSIS:**

The Town hired Kleinfelder, Inc., using a Metropolitan Transportation Commission grant to survey all the streets in Atherton. The report recommends that all streets with a Pavement Condition Index (PCI) between 0 and 25 should be reconstructed. The streets to be included in Phase 5 are:

Lupin Lane cul-de-sac          Marianna Lane cul-de-sac          Fennwood Drive cul-de-sac

The project will include layout of work, removal and replacement of asphalt concrete pavement on street, replacement of driveway approaches, replacement of concrete valley gutter across Marianna Lane, installation of graded swales and placement of permanent striping on the streets.

With Economic Stimulus projects soon to hit the streets and potentially drive bid prices up, staff recommends that this project bid early to stay in the low bid environment.

The Street Reconstruction Phase 5 project is budgeted for construction in FY 2008-09. Staff has prepared the design for the project. The Street Reconstruction Phase 5 Project plans and specifications are ready to be advertised for construction.

**FISCAL IMPACT:**

Parcel Tax (\$500,000), Measure A (\$250,000) and Road Impact (\$250,000) funds in the amount of \$1,000,000 are budgeted for this street reconstruction in FY 2008-09. The Engineer's Estimate for the Street Reconstruction Phase 5 Project is \$ 430,364.43. The project is scheduled to receive bids in early March and award the contract at the March 18, 2009 City Council meeting.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVE HOLBROOK-PALMER PARK WATER TOWER  
LAWN LANDSCAPE PLAN**

#### **RECOMMENDATION:**

Approve the landscape plan for the Holbrook-Palmer Park Water Tower Lawn

#### **INTRODUCTION:**

The Landscape Master Plan for Holbrook-Palmer Park includes a lawn between the Pavilion and the Water Tower. The Atherton Dames funded the landscape design of the project using funding collected for improvement to the Water Tower environs. Kikuchi and Associates, the park's landscape architect, was retained to design the project. The completed design was presented to the Park and Recreation Commission at its February 4, 2009, meeting, where it was recommended for approval.

#### **ANALYSIS:**

The design conforms with the Landscape Master Plan. Construction details will be developed after approval of the plan by Council. The bid plans will be brought back to Council at the March meeting for approval to advertise the project.

#### **FISCAL IMPACT:**

There will be no fiscal impact to the Town from this project. The project will be funded entirely by Atherton Dames funds.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager

Attachments: Water Tower Lawn Plan

# HOLBROOK - PALMER PARK

150 WATKINS AVENUE

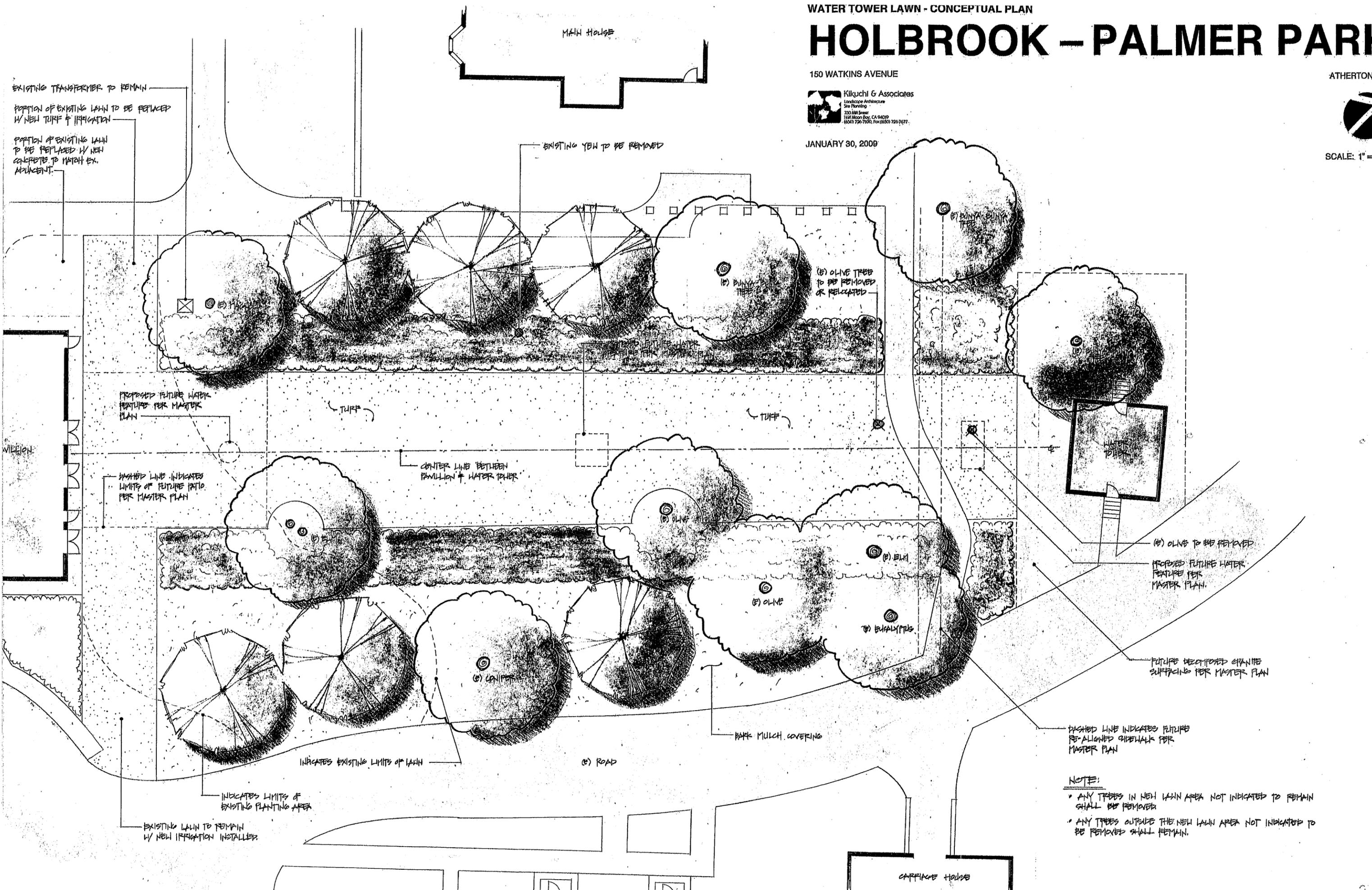


JANUARY 30, 2009

ATHERTON, CA



SCALE: 1" = 10'



EXISTING TRANSFORMER TO REMAIN  
PORTION OF EXISTING LAWN TO BE REPLACED BY NEW TURF & IRRIGATION  
PORTION OF EXISTING LAWN TO BE REPLACED BY NEW CONCRETE TO MATCH EX. ADJACENT.

EXISTING YEW TO BE REMOVED

(B) OLIVE TREE TO BE REMOVED OR RELOCATED

(B) OLIVE TO BE REMOVED  
PROPOSED FUTURE WATER FEATURE PER MASTER PLAN.

FUTURE DEGRADED GRANITE SURFACING PER MASTER PLAN

DASHED LINE INDICATES FUTURE RE-ALIGNED SIDEWALK PER MASTER PLAN

**NOTE:**  
• ANY TREES IN NEW LAWN AREA NOT INDICATED TO REMAIN SHALL BE REMOVED  
• ANY TREES OUTSIDE THE NEW LAWN AREA NOT INDICATED TO BE REMOVED SHALL REMAIN.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: AWARD OF CONTRACT TO NEXGEN BUILDERS, INC. FOR -  
THE HOLBROOK-PALMER PARK TRAIL AND BRIDGE  
PROJECT NUMBER 08-004**

#### **RECOMMENDATION:**

Award the contract for the Holbrook-Palmer Park Trail and Bridge Project, project number 08-004 to Nexgen Builders, Inc., the low bidder on the February 12, 2008 bids, for \$113,296.59, with a 10% construction contingency of \$11,329.66, for a total authorization of \$124,626.25; and to authorize the City Manager to sign the contract on behalf of the Town.

#### **INTRODUCTION:**

The FY 2008-09 adopted Capital Improvement Program includes funds for constructing the Holbrook-Palmer Park Trail and Bridge Project. The need for this project resulted from the Landscape Master Plan for Holbrook-Palmer Park including a bridge over the Atherton Channel to the park. The project also includes a trail connecting the walking path at the west end the park with the upgraded pedestrian crossing of the Caltrain tracks, as well as a trail connection on the west side of the tracks to get pedestrians past the steep banks adjacent to the open Atherton Channel segment.

#### **ANALYSIS:**

Eighteen (18) bids were received for the Holbrook-Palmer Park Trail and Bridge Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
Nexgen Builders, Inc.	East Palo Alto, CA	\$113,296.59

Sonoma Engineering	Healdsburg, CA	\$115,694
Farallon Corporation	Novato, CA	\$120,000
Redwood Engineering	Redwood City, CA	\$124,800
Jos. J Albanese, Inc.	Santa Clara, CA	\$127,212
Top Grade Construction	Foster City, CA	\$130,770
AJ Vasconi	Concord, CA	\$139,120
Sposeto Engineering	Union City, CA	\$143,920.50
George Bianchi	San Jose, CA	\$143,893.67
Half Moon Bay Grading & Paving	Half Moon Bay, CA	\$147,468
Silicon Valley Builders	San Jose, CA	\$150,080
Blossom Valley Construction	San Jose, CA	\$150,888
W.R. Ford Associates	Richmond, CA	\$162,516
Rodan Builders	Belmont, CA	\$165,515
Jones Bros.	Morgan Hill	\$174,506
Con-Quest Contractors	San Francisco, CA	\$175,578
Disney Construction	Pacifica, CA	\$177,333
William P. Young	San Leandro, CA	\$195,058

**FISCAL IMPACT:**

Regional Trail Program (RTP) grant funds (211-00-3165-000) in the amount of \$104,800 and Atherton Dames funds in the amount of \$26,200 are budgeted for this project in FY 2008-09, for a total budget of \$131,000. Bids were received for the project on February 12, 2008. Nexgen Builders was the low bidder at \$113,296.59. This bid was 23% below the revised engineer's estimate prepared by Biggs-Cardosa Associates, Inc., the designer of the project, of \$148,000. A 10% construction contingency of \$11,329.66 would bring the total authorization to \$124,626.25, which is \$6,373.75 (4.9%) below the FY 2008-09 budget.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVE A COMMENT LETTER ON THE SCOPE OF  
STUDY FOR THE CALIFORNIA HIGH-SPEED TRAIN  
PROJECT LEVEL EIR/EIS FROM SAN FRANCISCO TO  
SAN JOSE**

#### **RECOMMENDATION:**

Approve the comment letter on the Scope of Study for the California High Speed Train (HST) Project Level EIR/EIS from San Francisco to San Jose prepared by staff, and authorize the Mayor to sign the letter

#### **INTRODUCTION:**

The California High-Speed Rail Authority (CHSRA) is beginning the project level environmental process and is seeking comments from cities on the scope of the environmental studies. An initial scoping meeting was held by the CHSRA on Thursday January 22 from 3-7 p.m. at the Samtrans Auditorium in San Carlos. The final comments on the scope of study are due on March 6, 2009.

The Town of Atherton previously submitted comments on the Program Level EIR/EIS that were inadequately addressed. Staff recommends that all the comments made on the Program Level EIR/EIS be incorporated as comments on the scope of work for the Project Level EIR/EIS. In addition, an introductory section spells out the critical need for the CHSRA to determine the "footprint" of the HST system on the Peninsula, specifically the number of tracks and the configuration of stations. Other impacts, both environmental

and economic, are impossible to determine without first determining the scope of the project.

A summary of the letters contents was added at the beginning. Concerns not addressed in the previous comments were added at the end of the letter.

**ANALYSIS:**

The letter in your packet was drafted by staff with the assistance of members of the Rail Committee and based on direction from Council at and after the January 2009 Council meeting. The Rail Committee reviewed the letter at their regular meeting of February 3, 2009 and recommended it for approval. However, they also recommended that Rail Committee members review the letter and direct editorial comments or additional concerns to staff.

In addition, staff coordinated with the adjacent cities of Menlo Park and Palo Alto through in-person discussion and an exchange of draft letters and lists of topics.

Based on the direction given to staff and comments received, the letter has been re-drafted and is presented here for approval.

**FISCAL IMPACT:**

At this time there is no fiscal impact other than considerable staff time that will need to be spent in the coming years to coordinate with the CHSRA and consultants.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager

Attachments: Project Level EIR/EIS Scoping Comment Letter



## Town of Atherton

91 Ashfield Road  
Atherton, California 94027  
650-752-0500  
Fax 650-688-6528

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February 13, 2009

California High-Speed Rail Authority  
925 L Street, Suite 1425  
Sacramento, CA 95814

Subject: Scope of Work Comments on California High-Speed Train (HST) Project  
Level EIR/EIS from San Francisco to San Jose

Ladies and Gentlemen:

The Atherton City Council, Rail Committee and staff have the following comments and suggestions regarding the scope of the project level EIR for the California High-Speed Train (HST) project from San Francisco to San Jose.

### PURPOSE

The purpose of this document is to present the Town of Atherton's comments on the Scope of Work to be included in the development of the Project Level EIR for the HST from San Francisco to San Jose. Some of the comments which follow relate to the overall project, but most address areas of particular concern to Atherton and in many cases include nearby communities.

### SUMMARY

Step 1 - determine how many tracks and how wide the right of way needs to be. Include shoofly tracks needed to construct the project with Caltrain service maintained. No evaluations or decisions on alignments and impacts can be made until this basic critical decision is made.

Step 2 - determine impacts and economics of the Peninsula segment. Design to avoid all environmental impacts possible, such as by trenching or tunneling, before considering mitigation. Include the true costs of right of way and economic impacts to the communities, and the true costs of mitigation of unavoidable impacts. Many of Atherton's comments to the Program level EIR/EIS were not adequately addressed and should be reconsidered.

Step 3 - re-evaluate the decision to run the HST in the Caltrain corridor. This evaluation can only be correctly done once the true impacts and economics are known.

Step 4 - choose the correct alignment, from an environmental aspect, from an economic aspect, and giving due consideration to community disruption. If studied appropriately and thoroughly, this will not be the Caltrain corridor.

Step 5 - only start final design on the correct alignment, not on the Caltrain corridor.

### CRITICAL DECISIONS

Three major decisions need to be made as early as possible to provide the basis for the subsequent study of impacts:

1. Determine the number of tracks and right of way widths for various sub-segments of the line between San Francisco and San Jose
2. Determine the location of the HST stop on the Peninsula
3. Determine if and how a possible Dumbarton Rail project will be considered and interfaced in developing a full build-out plan for HST.

### DETERMINE HOW MANY TRACKS AND RIGHT OF WAY WIDTH REQUIREMENTS

The number of tracks to accommodate Caltrain and HST schedule projections and the resulting right of way width requirements should be determined as a prerequisite to evaluation of both economic and environmental impacts. Trackage plans should be adequate to handle both HST and Caltrain ridership and schedules for the EIR 2035 build-out horizon to avoid repeating massive right-of-way construction impacts if additional tracks become needed later. Trackage plans for the entire Caltrain corridor and the right of way width requirements as they vary along the corridor need definition so that impacts on Atherton and other affected communities can be evaluated.

The California High-Speed Rail Business Plan of November, 2008 states that the San Jose to San Francisco segment is “assumed” to have four tracks. The two middle tracks would be “shared” by HST and Caltrain Baby Bullets with the outer tracks being used by Caltrain local trains and UP freight trains in off-peak hours. There is no indication that the four-track and sharing assumptions have been validated by credible ridership forecasts and coordinated schedule simulations by both Caltrain and HST. It is critical that these assumptions be validated or modified as one of the first steps of the project EIR work.

### Shared Track Feasibility

Shared middle tracks by HST and Caltrain Baby Bullets do not appear feasible for two reasons. First, track capacity could be inadequate and, second, scheduling and dispatching between Caltrain and HST would be too complex.

#### 1. Track Capacity

The only available public information on potential HST schedules between San Francisco and San Jose is in a document titled "Timetable Example for 2020", part of the 2000 Business Plan. Between San Francisco and San Jose, the 2020 timetable example for San Francisco – San Diego (weekday) service indicates that there may be too few open time slots available to share tracks with Caltrain Baby Bullets. Currently 22 Baby Bullets (11 each direction) are scheduled each weekday during peak commute hours. HST timetables tend to have similar peaks. If HST San Francisco – Sacramento 2020 schedules were added, there would be additional daily peak hour trains between San Francisco and San Jose. Growth in the number of HST trains and Caltrain Baby Bullets beyond 2020 would place even greater demands on track capacity. The only viable options seem to be to add passing tracks or dedicate the middle tracks to HST only. The capacity of the two outer tracks to carry projected future volumes of all Caltrain traffic would need to be determined. The four track assumption would have to be validated or changed.

#### 2. Scheduling and Dispatching

Even if track capacity constraints could be overcome, coordinating schedules and dispatching on shared tracks would be an administrative nightmare. Caltrain and HST are two separate autonomous organizations with different missions serving different markets. Each would want and need control over scheduling and dispatching its own trains to best serve the needs of its riders. Sharing tracks would involve inevitable basic scheduling conflicts plus problems when determining priorities in response to emergencies, breakdowns and other train delays of either entity.

Therefore it is absolutely essential that the long term track requirements for HST and Caltrain be determined for each segment along the right of way. Track requirements, including sharing if feasible, should be validated through simulations of both HST and Caltrain future schedule alternatives.

Provisions must be made for accommodating Dumbarton Rail (unless these plans are abandoned), Union Pacific freight, and other interrelated rail operations such as Capital Corridor, ACE, and Amtrak Coastal Express between Santa Clara and San Jose. Any sharing of tracks should be defined in contractual agreements between the parties involved, including scheduling and dispatching responsibilities.

### 3. Number of trains, present and future

The scope of work for the project-level EIR/EIS should clearly show the total number of trains, including HST, Caltrain, Dumbarton and Union Pacific freight, that are anticipated to be using the Peninsula corridor during weekday and weekend 24-hour periods, and an anticipated schedule that shows how it is possible with the number of tracks. Projections of levels of train services for the useful life of the system are an essential element of this evaluation, because expansion of the system in the future in this corridor would be virtually impossible. Evaluation of less dense alignment alternative should take into account the potential for future expansion to accommodate growth in rail service.

### 4. Local Service

Caltrain has consistently reduced local service in favor of long-haul service, Express and Baby Bullet, between San Jose and San Francisco. HST should be viewed as a means to provide the long haul service to the Peninsula and free Caltrain to return their focus to providing local service to the residents who paid to purchase the railroad.

With HST on either dedicated tracks in between local service tracks, or on a completely separate alignment (I-280 or 101), provision of a duplicate service by Caltrain would not be needed. With HST trains on dedicated center tracks, issues of scheduling and train control would be reduced. With Caltrain and freight sharing the outside tracks to provide local service during the day and freight at night, residents and customers on the Peninsula would be better served than they are now.

The project-level study should evaluate the benefits of this method of service. This may be a critical element in their negotiations with Caltrain regarding use of the right of way.

### MID-PENINSULA STOP

The Town of Atherton questions the need for a mid-peninsula HST stop in Redwood City, Palo Alto or any other city. Caltrain could probably provide a good link to HST from most of its stations. A single mid-peninsula HST stop does not provide a significant advantage over a Caltrain link from many stations even though this requires a transfer. Most riders boarding an HST "local" train at a mid-peninsula stop would probably have a Southern California rather than a Central Valley destination. They would probably transfer to an HST express train at San Jose for a faster trip to Southern California rather than continuing on the slower "local" with many intermediate stops before reaching Southern California.

A mid-peninsula HST stop would probably require a wider right-of-way at the selected station to accommodate separate HST boarding platforms. HST boarding platforms would be about twice as long as Caltrain platforms to accommodate longer HST trains.

Also different railcar designs for Caltrain and HST need different boarding platform heights requiring separate dedicated boarding platforms for each. This would increase right-of-way widths, not only at the selected mid-peninsula station itself, but also for wider track approaches before and after that station.

The location for a mid-Peninsula stop has not yet been decided, and debate rages in the suggested cities about whether or not a stop is even a desirable addition to their downtown. If a mid-peninsula stop is deemed necessary, its location should be decided early on, as a part of the right of way definition. The location selected could impact Atherton and/or Menlo Park.

#### DUMBARTON RAIL

Plans for Caltrain's Dumbarton Rail extension have been delayed, possibly for more than a decade, due to transfer of funding to BART. Preliminary plans for Dumbarton Rail indicated a possibility of an additional "merge" track from Redwood Junction well into Atherton. These plans did not consider the added implications of HST. Unless the Dumbarton Rail Project is officially abandoned, its interface must be addressed in track and right of way plans. A Dumbarton Rail interface could have significant impact on Atherton as well as Redwood City.

These considerations critically affect alignment options, especially options that do not use the Caltrain Corridor. If nobody wants these stops, another alignment alternative may be much better suited, environmentally superior, and more cost-effective. Those that want to go to any of these locations (Palo Alto, Redwood City or SFO) already have multiple services that can get them there, including BART and Caltrain's Baby Bullet.

The scope of the project-level EIR/EIS needs to reconsider not only the alignment decisions made, but some of the paradigms used as the basis for these decisions.

#### INTERIM STATUS REPORT

The above determinations should be made as a prerequisite to evaluation of environmental and economic impacts and, therefore, represent a major milestone in the Project Level EIR/EIS. It is recommended that upon reaching this milestone, a formal Interim Status Report be prepared and issued for public comment. This report should define all decisions, assumptions and build-out parameters on which subsequent evaluations of alternatives will be based and explain how they were determined. It should include items such as the following:

- Ridership forecasts for both HST and Caltrain
- Peninsula stops decision
- Dumbarton Rail decision

- Train schedule examples including peak hour headways, stops and train frequencies for HST and Caltrain
- Number of tracks and ROW widths for each segment
- Eminent Domain property acquisition required
- Track sharing arrangements including responsibility for scheduling and dispatching. Include UP freight, Capital Corridor, ACE, Amtrak interfaces near San Jose
- Shoo-Fly tracks and “temporary” property required during construction.

Public comments should be invited after publication of the Interim Status Report and should be considered in evaluation of impacts addressed in the remainder of the Project Level EIR/EIS process. Property owners will be in a much better position to submit meaningful comments after tracks and ROW are defined as related to their property.

Only after this basic footprint information is defined can the real work on environmental and economic studies begin. Comments regarding additional scope for the project level EIR/EIS are the same as the comments previously made on the program level EIR/EIS. Those comments follow, along with discussion of the previous responses.

### **PROGRAM LEVEL EIR/EIS**

The Town of Atherton previously reviewed and commented on the Bay Area to Central Valley HST Draft Program EIR/EIS for the Proposed California High-Speed Train System by letter dated October 25, 2007. Most of those comments are repeated here, together with the Program EIR/EIS Response and our comments on that response. These comments are included here because they were not adequately addressed at the program level or in the responses to comments, and therefore need to be addressed either in a revised program level EIR/EIS or at the project level. The project-level study needs to consider all of the comments previously made and repeated below.

These comments are specifically designed to show that a more detailed project analysis could find that the Pacheco route using the Peninsula Caltrain Corridor has significantly greater adverse impacts than previously found, and that the Altamont route or another alignment alternative is not only the Least Environmentally Damaging Preferred Alternative (LEDPA), but also the most economically feasible alternative.

An Atherton City Council Resolution stating the Town’s position on the program level EIR/EIS is attached. The Town of Atherton requests that the Project-Level study provide for reopening and reconsideration of the Altamont route and alternative routes for reaching San Francisco and San Jose.

### **SHARED CALTRAIN TRACKS**

[The program level EIR/EIS comment portion related to scheduling has been restated above]

### Dedicated Tracks

Shared tracks appear to be completely infeasible. The best possible way to avoid the many potential conflicts would be for HST to have its own completely dedicated tracks. The need for dedicated tracks has been the HST position for many years and forcefully articulated by board member Diridon at HST board meetings and other public meetings. It is surprising that the Draft EIR/EIS now assumes HST tracks shared with Caltrain tracks without supporting analysis or explanation.

Caltrain now has at least two tracks along its right of way between San Francisco and San Jose. Some segments have 3 or 4 tracks to provide for needs such as Baby Bullets passing other slower (mostly local) trains. Caltrain's Footprint Study has indicated a future need for 3 or 4 tracks throughout much of its right of way. If HST shared right of way (but not tracks) with Caltrain it would need at least two of its own dedicated tracks. Therefore the future right of way would need to accommodate a total of 5 or 6 tracks, possibly more in some segments, between San Francisco and San Jose. The right of way would have to be widened significantly throughout much of its length, requiring extensive high value land acquisition. The Draft EIR/EIS states that the HST corridor from San Francisco to San Jose would be built mostly within the existing Caltrain corridor. This statement would be incorrect with dedicated HST tracks.

### Dedicated Platforms

Dedicated tracks would also require dedicated boarding platforms at all stations served by both HST and Caltrain. This would require further high value land acquisition at common station sites. Most if not all of these station would be grade separated, requiring expensive accessibility provision for the added platforms, since obviously at-grade pedestrian crossings of any track would be unacceptable.

### Impacts Not Evaluated

Since the Draft EIS/EIR does not consider dedicated HST tracks it does not include the significant associated costs and environmental impacts of alternatives involving the Caltrain right of way. Additional considerations must include:

- Land acquisition for wider right of way and dedicated boarding platforms
- Additional trackage including temporary "shoo-fly" tracks
- Wider tunnels where required
- Wider trenches where required

- Additional costs to elevate or depress tracks
- Grade separations spanning additional tracks
- Additional electrification system costs
- Additional signal system costs
- Additional station costs for more tracks and boarding platforms
- More tree removal
- More adverse visual and community impact
- Additional construction disruption

These impacts should be addressed before reaching a decision on the preferred route since their consideration could affect the outcome. The analysis of dedicated track impacts should not be deferred to a subsequent project level environmental and cost analysis since its results could then indicate that the prior selection of a preferred alternative was wrong.

*Response L025-5 to L025-7: Based on preliminary analysis, with grade separation and train control, HST, express and local service can operate efficiently using four tracks. Costs of additional impacts are covered by a 25% contingency built into cost estimates. The project level analysis of the Caltrain Corridor will provide a more detailed analysis of the cost elements.*

Comment: Considering all the thought that went into the comment, we are surprised at the lack of thought that went into the response. It does not appear that the answer to this question is known yet, as expressed by several CHSRA speakers at local functions and recent public scoping meetings here on the Peninsula. As discussed in the first part of this letter, it is a very critical question to be answered within the scope of the project level effort. The project level EIR/EIS needs to include evaluation of all the impacts listed above relative to the Caltrain corridor. Once those impacts, based on the number of tracks, are evaluated and quantified, only then can the decision on the impacts of the various alternative alignments, including those not on the Caltrain Corridor, be appropriately made. This re-evaluation and revisiting of the alignment decision must be a part of the scope of work.

## IMPACTS

Even without the dedicated tracks and platforms issues, the following impacts of HST on the Peninsula are inadequately addressed in the EIR/EIS in evaluating the alternative alignments for the HST. Correctly addressing these impacts would require an analysis of appropriate avoidance alternatives or mitigation. It should be noted that in an environmental setting, alternatives to avoid environmental impacts should be addressed before mitigation is considered.

### Visual and Noise

The two most extreme impacts of a High Speed Rail system on the Peninsula will be noise and visual impacts from an elevated electrified 120 mph train. The project proposes steel wheel steel rail technology. Regardless of how well constructed the project, the trains will make considerable noise as they pass through residential communities within yards of people's bedrooms. And so long as the train is proposed to be elevated on retaining walls or berms, noise will propagate farther. Elevated electrified tracks will be a visual blight on the area, certainly not a "Low" impact as shown on Table 3.9.1. However, should noise walls above already elevated tracks be considered as mitigation for the noise, they would be an extremely significant permanent and oppressive visual presence 24 hours per day, seven days per week. If HST on the Peninsula is selected, a trench alternative, discussed below, would avoid impacts rather than attempting to mitigate them with features that themselves cause additional impacts.

It should be noted also that in Section 3.4.1B the HST is attempting to take credit for eliminating horn noise at grade separations to offset the noise of the HST on the Caltrain Corridor from San Francisco to San Jose. However, most cities on the Peninsula, in cooperation with the current Caltrain grade crossing safety project, will create quiet zones under the new Federal Railroad Administration (FRA) regulations to eliminate the sounding of train horns at all crossings. The designs for the supplemental safety measures needed for a quiet zone in several Peninsula cities are currently at the 65% level and expected to be constructed next summer. Therefore, when HST begins project level environmental review, train horns will have already been eliminated. This adjustment for existing train horn noise should be removed from the screening criteria on the Peninsula corridor, and should be reconsidered statewide as more and more cities are implementing quiet zones.

Likewise Caltrain is already well underway with plans to electrify their system on the Peninsula corridor. HST should therefore not adjust noise impacts for reduction of diesel locomotive noise that will be eliminated before HST is a reality.

Quiet zones and electrification should be included in the No Project alternative, and impacts evaluated based on comparison of the No Project alternative to the project alternatives. This will show that the noise impacts of HST, especially on elevated tracks, should be rated as having a high level of potential noise impacts, not a medium level, and those impacts will be significant unless avoided or mitigated.

The combined visual blight of noise walls to mitigate noise and electrification catenaries could be overwhelmingly significant, unless measures are taken to avoid the impacts. Choosing a lower impact alignment, such as a different corridor, is most effective. If the Peninsula Caltrain corridor continues to be considered, noise walls can

be eliminated by the trench alternative, mentioned below. There is also an opportunity, with grade separations, to eliminate the visual impacts of the electrification catenaries.

*Response L025-9 to L025-13: An electric locomotive makes less noise than the typical diesel locomotive and would not require additional sound mitigation beyond what is already in place for the existing Caltrain service. Noise walls are deemed as a “low” visual impact because they would remove views of the train tracks. The HST system will need to be completely grade separated on the peninsula corridor, eliminating both the train horn noise and the bell noise from the grade-crossing protection devices.*

Comment: When a project moves a noise source both higher in the air and closer to dwellings and businesses, the noise profile for those properties changes dramatically. To say this does not require study or mitigation is an error. The scope must include a comprehensive noise analysis. Sensitive receptors, such as schools, churches and parks need special noise analysis. The type of noise generated is changed, so modeling of the wind noise should be included. The noise study should also include the impact of years of construction noise on appropriate noise receptors.

Taking credit for elimination of the two primary noise sources on the Caltrain corridor, diesel locomotive noise and train horn noise is inappropriate. The No Project Alternative by 2035 will include elimination of all these sources, with electrification eliminating the diesel noise and Quiet Zones eliminating the train horns and grade separations eliminating the trains horns and bells. Caltrain will continue installing grade separations, so by the build-out year, most if not all of these noises will be completely eliminated. The noise study needs to compare full-build-out of the HST project with full build-out of the “No Project” alternative.

Deeming noise walls on top of an elevated track-bed or structure as “low” visual impact is ridiculous. This massive wall system needs to be properly rendered and analyzed. Public input on Caltrain grade separations in Belmont and San Carlos determined that nearby residents would prefer the noise to the visual blight of the wall. Public involvement in these decisions is a must.

The project-level EIR/EIS should include accurate, to-scale architectural models of what the project could look like with the varying types of grade separation (aerial, elevated fill, retaining walls, trench, cut-and-cover, and tunnel). This will allow residents of the affected communities to understand the long-lasting changes that will occur in their communities.

The project level public outreach should also include sound samples, or “clips”, of actual HST trains at various speeds in settings similar to those present in the communities of the Peninsula. Comparison samples of Caltrain’s different trains should be included.

Inclusion of these impacts when comparing alignment alternatives is also mandatory. The project level EIR/EIS scope of work must take this comment seriously. Trench and tunnel alternatives completely eliminate the adverse noise impacts and the adverse visual impacts of berms, sound walls, electrification poles and catenaries, and therefore should be considered for avoidance of these impacts.

#### Catenary Visual Impact

The High-Speed Train system is proposed to be an electrified system with overhead catenaries. These wires and their supporting poles will be a significant visual impact on the entire Peninsula rail corridor and particularly on the Town of Atherton where there are a significant number of residential properties abutting and near the tracks. Considerable funds have been expended in this Town and in many Cities along the corridor to underground overhead utility wires to rid the cities of the blight created by the proliferation of overhead wires and poles. Adding electrification wires for the High-Speed Train System would be a major step backwards from a visual aesthetics standpoint. To state that “their primary visual impact is low, much like powerpoles along a highway” is entirely missing the point of the extensive Rule 20 program undertaken by the California Public Utilities Commission and the power companies to underground the power poles along the highways of the state.

Alternatives to avoid this impact should be discussed at the program level. Advanced track and train technologies should be considered that would allow the trains to operate with a third rail through urban areas where the visual impacts would be severe. A grade separated rail system through the Peninsula corridor would allow the use of a third rail, avoiding the visual and tree impacts that an overhead system would cause. These impacts are significant and are applicable throughout the Peninsula corridor; therefore, it should be addressed at the program level.

*Response L025-14/15: The Authority and FRA are aware of the attractive residential visual setting in the Town of Atherton. The visual impact would be no more than “low” because the poles and wires of electrification would reinforce the linear form of the railway corridor [from L025-19]. Noise walls would reduce the visual impacts associated with the overhead electrification system. Third rail technology would not be compatible with Caltrain’s planned electrification.*

Comment: Catenary visual impact cannot in any way be classified as “low”. The catenaries would not only be a visual blight, but would require the removal and continued trimming of screening trees, preventing them from adequately screening the wires from sight. Catenary wires are no more considered acceptable as a “reinforcement of the linear form of the railway corridor” than overhead utility wires help the form of a street. There is a reason why an undergrounding program has been in place for decades in California in an attempt to remove this visual blight.

Contrary to the stated reduction of visual impacts of the wires by the noise walls, the catenary wires will exacerbate the visual impact of the noise walls.

Modeling of the visual aspects of the project must include the catenaries, with models showing catenaries with and without noise walls.

European trains convert to third rail technology in urban areas, running on catenaries in rural areas. With grade separated and exclusive track right-of-way, conventional third rail technology can be used. The scope of the project level EIR/EIS needs to evaluate train technology to determine a means to eliminate catenary wires in urban areas, thus avoiding these impacts instead of attempting to mitigate them. The scope also needs to evaluate the additional costs of this technology when comparing it to less developed corridors where catenary wires may be used.

Note that this technology evaluation should have more appropriately been conducted at the program level, but since it was not, it is most appropriate to be evaluated for the Peninsula corridor project.

Also note that this discussion of catenaries is not intended to imply that an at-grade or elevated berm alternative with grade separations and a third rail would be acceptable to Atherton. This might be preferable elsewhere, but in Atherton the only acceptable visual and noise mitigation should be a trench or tunnel (or the Altamont route or other non-Caltrain alignment). A third rail would probably be preferable to poles & catenaries in other cities where tracks are at grade or on a berm. For Atherton a third rail would still be preferable in a trench, as well as their entry and exit slopes, to further reduce the visual impact.

#### Heritage or Significant Trees

The Caltrain electrification EIR and arborist report determined that approximately 80 trees in Atherton would need to be removed. On the Caltrain corridor, 1,727 trees would need to be removed for electrification alone. The High-Speed Train system would have considerably more impact to trees in the Peninsula urban area than the Caltrain electrification project. There are a considerable number of mature and heritage trees along the corridor, especially in the Town of Atherton, that will be impacted by the project. Replanting cannot possibly mitigate for the loss of trees that have been growing for hundreds of years. These impacts should be avoided where possible by evaluating alternative alignments that do not use the Caltrain Corridor.

*Response L025-16: Tree impacts will be considered during the preliminary engineering and project-level environmental review, with possible avoidance or*

*mitigation. Based on a preliminary review, no trees need to be removed to add two tracks to the existing line [from L025-19].*

Comment: If Caltrain determined that thousands of trees would be required to electrify their two-track system (“*Tree Survey and Assessment, Caltrain Electrification Project*” prepared by HortScience, Inc., Pleasanton, CA, March 2003), it is impossible to understand how “no trees need to be removed” to not only add two tracks, but electrification of all four (or is it six? the response pre-supposed knowing how many tracks need to be added). The dramatic impact to trees throughout the Peninsula needs to be evaluated once the number of tracks is determined, and then the alignment alternatives need to be reconsidered.

The alignment for Route 4 West was revised by Caltrans to a new alignment (from an alignment that had been planned for decades) due entirely to the impact to trees, and the extensive mitigation requirements for tree removal. Heritage size trees, of which there are hundreds on the Peninsula, required at that time a 25:1 replacement. Not only was the cost prohibitive, but finding a location to plant that many trees (including the cost of buying land to plant them on) resulted in a reconsideration of the alignment options, and the abandonment of the alignment that had been planned for so long. The scope of work for this project level EIR/EIS must include impacts to trees and the magnitude and costs of mitigation, which must then be included in the re-consideration of alignment alternatives.

Removal of heritage sized trees is an environmental impact to be avoided. Heritage size trees cannot be replaced, even at a 25:1 replacement ratio. It takes hundreds of years for a tree to grow to heritage size. These trees cannot be relocated and returned to construct shoo-flies. Temporary borrowing of property with construction easements cannot include “temporary” borrowing of heritage trees. The project-level study needs to seek avoidance of heritage tree impacts.

#### Right of Way Impacts

Property on the Peninsula is some of the most valuable property in the country. Some condemnation of property is unavoidable to construct the HST system, possibly considerably more than indicated in the EIR/EIS (see discussion of Shared Caltrain Tracks, above). The costs of this acquisition need to be accurately estimated. More critical are the impacts to the residents and businesses that must continue on the remainder properties after the project is constructed.

These properties will need to live forever with increased noise and visual impacts, without the mature trees that have grown up over the past decades to screen the tracks. The remainder damages to pay for these impacts could easily be in excess of the value of the entire property. The Authority needs to realize that the project will be

responsible for these damages, and understand the rule of law that does not allow condemnation of the remainder unless it is needed for the project. Condemnation to limit the remainder damages is not sufficient to support the taking. Considering that every property on the Peninsula bordering the tracks may require a strip taking (see discussion of Shared Caltrain Tracks above), these right-of-way costs could exceed the cost of constructing the project. The Authority needs to take a close hard look at what a Peninsula project will cost, and the EIR/EIS needs to adequately reflect the impacts and hardships that will be visited on Peninsula homes and businesses by the project.

*Response L025-17: Property owners will be compensated as required by law.*

Comment: What the response fails to consider is the dramatic costs that will be compensated to adjacent property owners throughout the entire Caltrain corridor. The noise and visual impacts of the project to the remainder properties will result in dramatic severance damages. Even temporary easements will bring this legal doctrine into play. Use of federal funds will bring the federal right-of-way acquisition requirements to the project.

It is noted that the unit cost used for right-of-way acquisition was apparently averaged over the entire HST project, with a suburban property cost of \$479,081 per hectare (1 hectare=2.47 acres) or \$193,960 per acre (table 4.2.4). This figure is insufficient to purchase land anywhere in the Bay Area, much less on the Peninsula. There are 29 high-value residential properties in Atherton alone along the tracks, with many more potentially impacted by grade separations. The Town also owns property along the tracks, including Town Center and Holbrook-Palmer Park (see 4(f) discussion below). Acquisition of these Atherton properties will cost multi-million dollars per acre. Residential properties anywhere in the Peninsula are millions of dollars per acre, even fronting the tracks, and commercial may cost even more. HST on the Peninsula will impact hundreds, if not thousands, of such properties. The cost factor for right of way is therefore potentially off by an order of magnitude or more. Using a more realistic right of way cost figure when comparing alignment alternatives in other areas, where property values are less, would likely yield a far different economic feasibility result.

Temporary shoo-fly tracks required during construction would have to be determined, either up-front or during evaluation of alternatives if these requirements vary among different alternatives. Either temporary or permanent construction easements may be required to construct various aspects of the HST project. Due to the disruption caused by the construction, these easements can often cost more than outright acquisition. These factors need to be included in alternatives analysis.

In addition, real estate values will probably drop significantly, particularly before and during HST construction. While these losses may not be directly recoverable, the

monetary damage to the residents, and to the tax base of the cities, should be considered and included in the evaluation of alternatives.

The scope of the project level EIR/EIS must not only quantify the right-of-way acquisition requirements and costs once the number of tracks is determined, but estimate the potential for severance damages. The magnitude of these costs must be estimated before a viable re-consideration of alignments can be performed reflecting true economic feasibility.

#### Cultural (Historic) Resources and 4(f) (Park) Resources

The addition of widened tracks, retaining walls and catenary poles immediately adjacent to the historic Atherton train station would have a direct and adverse impact on the historic train station and its site. Note that the station was restored in 1913, but the original station was constructed in 1866. The Atherton station was omitted from the listing of historic buildings in section 3.9, and the discussion relative to station buildings dominating the vista is inapplicable to Atherton. The test is not whether the structure itself must be modified, and not whether the existing structure (or tree in the case of El Palo Alto) dominates the vista, but whether the site and context is modified. The test is also not whether it is adverse, but whether the adverse impact is significant. Impact on historic stations, buildings and landscapes will be a significant issue throughout the Peninsula. Historic Station impacts need to be appropriately addressed, with significance determined in accordance with standard historical guidelines.

The widened tracks, retaining walls, poles and wires, and the removal and trimming of screening trees will have a significant impact on Holbrook-Palmer Park, which abuts the project right of way. Not only is the park a public recreation area, it is also a cultural resource, containing several historic buildings. The entire park property is the site context for the historic buildings. Impacts to Holbrook-Palmer Park, both as a 4(f) resource and as a cultural (historic) resource need to be appropriately addressed.

The EIR/EIS states that mitigation can include alignment shifts to miss resources, relocation of resources including replacement parkland, noise barriers and visual screening. However, it states that shifts to miss one resource may impact another and that noise barriers can create adverse visual impacts. In such cases, mitigation may include cut and cover (similar to the trench discussed later in this letter, but with the track covered through the sensitive areas). In Atherton all these concerns apply. Additionally, the grade separations required to raise or lower the roadways would impact both the cultural and 4(f) (Park) resources within Atherton, as well as many adjacent properties. The High-Speed Train project should identify and consider avoidance or mitigation options through the Atherton station historic area and the Holbrook-Palmer Park area.

*Response L025-18 to L025-20: The Tier 2 project-level environmental analysis will include surveys within a defined APE to further identify eligible historic resources, such as the Atherton train station, in proximity to proposed HST system features.*

*The Atherton Caltrain Shelter is not a designated state or federal historic [site], and new determination of eligibility for sites/resources adjacent to or near alignments were not part of the scope of this program-level EIR/EIS.*

*Mitigation can and will include alignment shifts to miss resources to the extent feasible and practicable. Please also see discussion of the trench option in Response to Comment L025-25*

Comment: The scope of work for the project level EIR/EIS must include an appropriate evaluation of all historic structures, not just those that are designated sites that are on the National Register of Historic Places. That is not the criteria. All sites of appropriate age must be evaluated according to State Historic Preservation Office criteria.

The change in context of the historic station and park properties must also be evaluated, even if the buildings are not moved or directly impacted. If moved, maintaining historical elements to the largest extent possible is mandatory.

The project-level EIR/EIS should include accurate, to-scale architectural models of what stations could look like with the varying types of grade separation (aerial, elevated fill, retaining walls, trench, cut-and-cover, and tunnel). This will allow residents of the affected communities to understand the long-lasting changes that will occur in their communities.

Alignments (such as the I-280 corridor), profiles (such as the trench option mentioned in the response to comments) and design options to avoid impacts to parkland and historic properties should be evaluated before mitigation of impacts is even considered. Non-Caltrain alignments that do not impact the many parks and historic structures adjacent to the Caltrain corridor should be a part of this evaluation and the reconsideration of the project alignments.

#### Public Services

This element of CEQA is not discussed in the EIR/EIS. An evaluation of impacts to public services, such as the Atherton Police Department, City Hall, Post Office, Library, Permit Center, and Public Works Corporation Yard should be included. These impacts may be relevant in evaluating alignment alternatives and should be quantified. The EIR/EIS should include these Town of Atherton facilities, and similar facilities in other Peninsula cities, address the impact thereon, and discuss alternatives to avoid or mitigate these impacts.

*Response: The potential impacts on public facilities near or adjacent to the proposed corridor will be examined in further detail during the project-level environmental analysis.*

Comment: Other alignments do not have the dramatic impact on so many cities, city services, and the ability of police and fire to effectively access divided cities, both during and after construction. Please include in both the environmental analysis and in the alignment reconsideration portions of the scope of the project level EIR/EIS.

#### Potential Interference with Resident's Electronics

While this element has adequately discussed in this EIR/EIS and the previous EIR/EIS, this is just another impact present on the Caltrain Corridor alignment that could be avoided or minimized by alternative alignments, as discussed below.

*Response: Comment acknowledged.*

Comment: This aspect, in the intensely developed and high-technology Peninsula corridor, needs to be considered in both the environmental analysis and the alignment reconsideration portion of the scope of work for the project-level EIR/EIS.

#### Alternatives

The EIR/EIS should address alternatives that have been considered to avoid, minimize or mitigate the anticipated significant impacts as noted above and in the report. Design of the project to reduce or eliminate impacts is avoidance or minimization, and is to be preferred over mitigation.

#### ALIGNMENT

##### Altamont Pass Alignment

For the reasons discussed below, high speed rail along the Caltrain corridor is not necessary or desirable. In fact, the devastation which would be wreaked upon Peninsula cities by construction of a high speed rail line through the narrow Caltrain corridor would be immeasurable.

The Altamont Pass Alternative has the unique benefit that it could avoid the Town of Atherton completely. This is not just parochial. The impacts of High Speed Rail to every Peninsula city will be as great, if not greater, than the impacts to Atherton. Caltrain already provides Baby Bullet service on the Peninsula, so providing a

redundant service on the Peninsula is inferior to providing a new express rail service in the East Bay (BART and Amtrak do not provide express service in the East Bay).

We strongly support the proposal in the Metropolitan Transportation Commission's (MTC) Regional Plan for an additional tube under the Bay between San Francisco and Oakland to provide additional capacity for BART and to service high speed and other rail lines. The proposal to bring high speed rail across the Dumbarton Bridge, south to San Jose, and north to San Francisco with an under-bay connection to Oakland is illogical in that it runs the trains significantly farther, crossing the bay twice, to reach San Francisco and Oakland. A far better proposal would be to bring a high speed line through Altamont directly to San Jose on the east side of the San Francisco Bay, with another high speed line heading north from the Altamont Pass to Oakland and through the new trans-bay tube to San Francisco.

At best, if the HST were in the Caltrain corridor, the Peninsula would be served only by the "local" version of high speed rail. Any passenger on the Peninsula desiring to reach Southern California by express high speed rail service would have to transfer at San Jose. Instead, the Peninsula should rely upon Caltrain as the means for Peninsula riders to reach either San Francisco or San Jose as a starting point for express travel to Southern California.

If a new trans-bay tube is not included, the High-Speed Train line can cross the Bay on the Dumbarton rail line and enter the Caltrain corridor at Redwood City, serving San Francisco only on the west side of the Bay north from Redwood City. Train service through Atherton would be only the Caltrain service, which would provide connecting service to a High Speed Rail station. At least half of the Peninsula cities would be avoided under this scenario.

The Atherton City Council, by unanimous vote, strongly recommends that the Altamont Pass Alternative be selected, with service to San Francisco via an additional tube under the Bay between San Francisco and Oakland, and that the Peninsula Caltrain Corridor not be used for High Speed Rail. If the Altamont Pass Alternative is selected without the additional tube, then the Authority should reconsider a three-way train split in the east bay with service to Oakland, San Francisco and San Jose from the east bay junction.

*Response L025-23, L025-2 to L025-4 and L014-2: The Authority reviewed avoidance alternatives (including East Bay alternatives) to the extent feasible in the development of the conceptual alignments and station location options.*

*The HST service on the Peninsula would be complementary to Caltrain. This type of service has been found to be highly effective for the European and Japanese HST systems.*

*To implement a new trans-bay tube would have additional environmental impacts and construction issues and would only generate slightly higher ridership than stopping in Oakland. Crossing the Bay would also be subject to the USACE, USFWS, CDFG, and BCDC permit process. The Network Alternative that would cross the Bay twice was not identified as the preferred alternative.*

Comment: Contrary to the response in L025-3, the HST would not be complementary to Caltrain, it would be redundant. The ridership gained on the Peninsula from San Francisco to San Jose would reduce riders on Caltrain. This is similar to the reduction in short hop air traffic in Europe with the advent of HST, driving many short hop airlines out of business.

On the other hand, there is no express service in the East Bay. BART runs at an average speed of 33 mph due to its many stops, and Amtrak service is infrequent and slow. An East Bay HST would be truly complementary to existing service.

In addition, it is common knowledge that the existing Trans-Bay tube is a bottleneck in the BART system. Coordination of a new trans-bay tube with BART to assist with funding could reduce the HST costs. When all of the costs not correctly evaluated for the Caltrain Corridor are considered when compared to the costs of the East Bay alternative with the new trans-bay tube, the decision may well go the other way.

And the need to get permits for the tube should in no way hinder the development of the tube alternative. The total HST project will require such extensive permitting that this underwater element will be a minor task for the permitting team. Having to get permits is no reason for rejecting an alternative.

The Altamont/East Bay corridor being suggested does not cross the Bay twice. Our comment recognized it as “illogical”, either crossing with the tube or at Dumbarton, but not both. Our comment recommends that the line split in the East Bay, one line serving San Jose and the other Oakland, with the trans-bay tube from Oakland serving San Francisco. No other Bay Crossing would be required, and no HST service would be needed on the Peninsula.

The project level EIR/EIS needs to take a step back and re-evaluate the alignment decisions for this project segment, truly comparing the environmental and economic impacts and economic and ridership benefits of the alternative alignments previously rejected in a cursory manner.

Peninsula Alignment using I-280/380 or 101 Corridors

While we support the Altamont alignment for high speed rail, if the southerly Pacheco route is ultimately chosen for high speed rail, an analysis should be made of continuing the high speed rail line from San Jose to San Francisco either via the East Bay and a new trans-bay tube (for the reasons stated above) or along the I-280/380 or 101 Corridors. These alternatives have the potential to avoid considerable significant impacts to the Peninsula.

The I-280 corridor offers innumerable advantages over the Caltrain corridor in terms of right-of-way needs, construction costs, ease of construction, and the fact that a journey along the I-280 corridor would be a far more pleasant experience for the passenger than the Caltrain corridor. The 101 corridor also has many of these benefits over the Caltrain corridor. Either alignment avoids the dramatic impacts to the established residential communities and commercial establishments along the Peninsula Caltrain corridor.

The I-280 and 101 alignments were improperly eliminated from further consideration (as described in Appendix A to the EIR/EIS). Failure to fully evaluate this less intrusive alternative is a significant deficiency in the EIR/EIS. The reasons stated for elimination of the I-280 alternative are either wrong, or relate to problems that would be even more difficult to deal with along the Caltrain corridor. For example, Appendix A states that "connecting the [I-280] alignment to Diridon Station in San Jose would require a guideway passing through developed portions of downtown San Jose." In fact, the Caltrain corridor south of Diridon Station crosses under the I-280 Freeway and provides an easy connection. Presumably, this same connection would be used for any HSR link coming into San Jose from the south. Appendix A states further that crossing interchanges with other freeways would be difficult and expensive. This analysis fails to reflect the fact that the number of grade crossings necessary along the I-280 alignment is an order of magnitude less than the number of grade crossings required along the Caltrain corridor. In addition, of course, construction along the I-280 corridor would have no impact upon Peninsula towns, could be easily accomplished while maintaining freeway traffic, and would have no impact upon Caltrain operations. It would not be nearly as difficult as attempting to construct additional tracks, overhead catenaries and grade separations in the Caltrain corridor while maintaining Caltrain operations. Further, the EIR/EIS completely fails to address the possibility of an alignment from San Jose along I-280 to I-380, at which point HSR could connect with SFO, and reconnect with the Caltrain corridor to enter San Francisco.

*Response L025-24: The Authority and FRA find that the reasons for rejecting the I-280 and US 101 are still valid. The Caltrain corridor offers more benefits and a lower level of impacts than these other alternative[s], as described in Appendix A. The connection from the San Jose station to the I-280 corridor would pass through*

*developed portions of downtown San Jose. The Caltrain JPB views the HST system as an opportunity to upgrade its services and improve this rail corridor.*

Comment: All alignments of the HST through San Jose would pass through developed areas, but the Caltrain alignment would pass through developed area for its entire alignment, whereas the I-280 corridor would not. It is not sufficient response to this comment that the small developed area in San Jose rules out an alignment that could save impacts to an entire developed corridor. The response does not consider the merits of the comment. The I-280 corridor alignment alternative needs to be re-evaluated as a part of the scope of the project level EIR/EIS.

The JPB's desire to piggyback their corridor improvements on the HST project is irrelevant to the environmental and economic analysis of the program and project level studies. The HST impacts to the corridor are dramatically more severe than the impacts projected for the JPB's planned rail corridor improvements. With the HST on a different corridor (such as I-280) competing with the Caltrain service for San Francisco/San Jose through passengers, the need for Caltrain improvements will be reduced. Caltrain will once again become a local service feeding passengers from local stops to city centers, the airport and HST terminals. The HST will then become complementary to Caltrain service and to the Peninsula community. In addition, the HST on the I-280 corridor could be designed to run faster between San Jose and San Francisco than the train can achieve in the Caltrain Corridor.

#### Trench Through Atherton and Menlo Park

If an alignment is selected using the Caltrain corridor through Atherton and Menlo Park, one alternative that could considerably avoid or reduce many of the impacts to the cities would be a Trench Corridor Treatment. The Atherton Rail Committee reviewed the Alameda Corridor in Los Angeles, where an upgraded freight line from the Port of Long Beach was constructed in a trench for its entire length to avoid impacts to surface streets and properties.

Atherton engineering staff reviewed the proposed profile for the Peninsula High Speed Rail and determined that, with grades even less than the 3% shown for the raised profile, a trench profile between 5<sup>th</sup> Avenue in Redwood City and San Francisquito Creek in Palo Alto is entirely feasible. The profile would meet the existing grade at 5<sup>th</sup> Avenue where there is an existing street undercrossing, and it would meet the existing grade at San Francisquito Creek, where it could continue up to an elevated section, or crest and return to a below grade system through Palo Alto. The profile would pass under the Atherton Channel, a relatively shallow drainage channel, and under all of the streets in Atherton and Menlo Park. Leaving those streets at their existing grade would minimize the permanent disruption of residences and businesses along the corridor and along each street.

Concern has been expressed that the trench option would encounter difficulties crossing local creeks and streams. Town staff notes that conventional hydraulic design options exist for the Atherton Channel creek crossing, either by an aqueduct over the tracks, by an adequately sized siphon under the tracks, or by a pump station with redundant pump capacity exceeding the 100 year flow in the channel (to be operated and maintained by the High-Speed Train operator). Floodwalls may be required to reduce the potential for flooding of the rail line.

Safety should be another important consideration favoring a trench configuration rather than at-grade or above-grade tracks in populated residential areas. A 100 to 124 mph derailment in a populated area, either accidental or through sabotage, would cause considerably less damage and loss of life if constrained by a trench.

Adjacent to park and civic centers, the trench could be covered and those areas expanded over the tracks. This would reduce noise and visual impacts even further, further enhance safety, and allow portions of the community that have been divided by the at-grade tracks to once again be connected. In areas adjacent to commercial enterprises, air rights over the tracks can be leased or sold, adding value to the system and providing opportunities to offset the additional cost of the trench.

The Atherton City Council strongly urges the High-Speed Rail Authority, if the Peninsula Caltrain corridor is selected, to study during the project design process the potential of placing the High-Speed Rail system in a trench through Atherton and Menlo Park. This design option will avoid significant impacts to cultural and 4(f) resources (historic Atherton train station and Holbrook-Palmer Park), to protected biological resources (heritage and significant trees), and to adjacent properties, reducing the monetary damages that would need to be paid to remainder properties. It will also reduce the division between portions of the community instead of enhancing the division by the placement of linear walls or embankment to support a raised track bed. And finally, and extremely important, it will reduce the visual and noise impacts of the High-Speed Train system on the surrounding community.

*Response L025-25: As part of the preliminary engineering and project-level EIR/EIS, the Authority and FRA will review the costs and benefits of detailed options and variations along the entire selected alignment alternative. This review will include an evaluation of aerial, trench or tunnel options for those portions of the alignment where insufficient right-of-way exists or where a change in profiles could cost-effectively reduce impact on adjoining land uses.*

Comment: A trench profile should be considered as an option to avoid impacts, rather than mitigate, when dealing with park and historic resources. Cost-effectiveness is not an appropriate criterion in these cases. Avoidance of other impacts by using the trench

design option is preferable to mitigation, especially in cases where the mitigation itself causes significant impacts, i.e., noise walls cause significant visual impacts. This design options, and the related impacts and costs, needs to be evaluated in the project-level EIR/EIS and included when comparing alignments during reconsideration of project alignments.

A tunnel option is also be a potential alternative. The current HST plans show a tunnel at the San Jose end of the Peninsula corridor. Tunneling could completely avoid adverse impacts of both construction and the project through dense, high-value (both economic and environmental value) areas. Tunneling could also avoid the considerable impacts of temporary construction easements, especially to trees along the corridor, but also with respect to right of way acquisition and damages. Tunneling, as well as trenching, could avoid impacts to 6 cross-streets through Menlo Park and Atherton, avoiding impacts to the street approaches and adjacent properties.

Trenching has also been called impractical due to the grades required for freight. Current studies have held to a 1% maximum grade for freight. This is not a hard and fast rule, as freight can, for limited distances, adequately climb slopes greater than 1% without additional locomotives. The project level EIR should also look at the potential to eliminate freight on the Peninsula, and the associated impacts and costs of doing so. These may include increased truck traffic to serve the rail customers. The cost to purchase the UPRR rights to freight on the peninsula should also enter into cost comparisons.

While trenching and tunneling are envisioned as cost-prohibitive, a true analysis of all the costs of above ground construction may well show these alternatives compare favorable. Construction impacts will be minimized, shoofly tracks will be eliminated except at the portals, right of way acquisition will be minimized, tree impacts will be avoided, and many other environmental impacts will likewise be avoided.

The ability to lease or sell air rights over the trenched or tunneled right of way could provide a significant offset to the costs of underground construction. The speed of the train in a tunnel may be able to be increased, saving valuable time that could offset time losses in other segments to achieve the overall project goal. The project level EIR/EIS needs to evaluate all the offsetting environmental and economic aspects of trenching and tunneling.

The Atherton City Council's resolution supporting a trench alignment is attached.

## CONCLUSION

The Bay Area to Central Valley HST Draft Program EIR/EIS for the Proposed California High-Speed Train System did not adequately address the potential

environmental impacts to the San Francisco Peninsula that could be avoided or minimized by use of appropriate alternatives. Only after the basic footprint of the system is determined can economic and environmental studies be adequately performed to select the appropriate alignment alternative.

The Authority needs to revisit, either in a revised program level EIR/EIS or in the project level EIR/EIS, the alignments being considered including several that have been previously suggested, and are suggested again here, but were not considered, and select those that avoid significant impacts to the maximum extent possible. Only then can the Least Environmentally Damaging Preferred Alternative (LEDPA) be selected. Following such analysis, if impacts can be neither avoided, minimized nor mitigated, the Authority is required to make a finding of overriding considerations before proceeding with the project.

*Response L025-26/27: The Authority and FRA find that the Draft Program EIR/EIS has adequately addressed the potential impacts along all of the alignment alternatives and station location options evaluated in the document.*

Comment: Without knowing how many tracks are proposed, it is impossible to make this determination. This determination needs to be reconsidered for the project alignment once sufficient information is obtained.

## OTHER CONSIDERATIONS

### Costs

The costs included in the program-level EIR/EIS included a “rough estimate” of mitigation costs at 3% of the “line costs”, but “no specific mitigation costs are identified”. This amounts to about \$7.5 million for all mitigation (traffic, air quality, noise, energy, electromagnetic, land use, aesthetics, visual, utilities, cultural resources, geology, hydrology, biology, parks and construction impacts) through Atherton and Menlo Park, including portions of Redwood City and Palo Alto. This is certainly not enough, and the true magnitude of these costs could very well show that a different alignment corridor is the more cost-effective, as well as environmentally superior, alternative.

### Construction Impacts

The impacts of construction of such a massive project as the HST on the cities along the Peninsula needs to be adequately quantified by the project level EIR/EIS. Millions of cubic yards of earth will need to be moved, raising dust, noise and other construction issues. Damage to local roads used to access the construction site and haul this earth should be evaluated so that each city can be adequately compensated. Methods to balance

earthwork within the corridor to avoid off-haul and roadway damage need to be considered. Trenching in one area can offset embankment in another (such as those portions already on embankment), with haul using the railroad instead of the streets.

Devaluation of properties adjacent to and near the HST tracks will erode residents' investments, and reduce the cities tax base. The extreme disruption to established communities from construction equipment and personnel needs to be included as an important consideration.

These construction impacts can be evaluated, but never adequately mitigated. The best solution is avoidance by choosing an alignment alternative that does not include the immense quantity of receptors for these impacts.

#### Air Quality

The project-level study should evaluate temporary air quality impacts from years of construction dust and construction equipment emissions. Permanent air quality impacts from the dust raised by the additional trains, as well as the high speed of the trains, need to be included as well. Even now with fewer than 100 trains, the dust levels adjacent to the tracks are severe. Increased train traffic with HST will exacerbate this problem.

#### Safety

The scope of the preliminary engineering and EIR/EIS should include the evaluation of what safety factors will be put in place to accommodate heavy freight cars passing beside light weight trains going as fast as 125 mph, and how residences and businesses will be protected from possible derailment of cars or from loose parts flying through the air at 120 miles per hour. The cost of aerial or elevated structures in densely populated urban and suburban areas need to include crash-walls to protect the general public in the event of a derailment.

Similar features are needed to assure that loose parts of trains are contained within the fenced right-of-way, inasmuch as a small projectile at 120 mph can be deadly. Public Works crews have picked up train parts in Atherton on several occasions. The problem became much worse when the trains ceased stopping at the Atherton train station. One such part hit the Public Works Directors car and came very close to hitting his daughter.

Residents in their back yards and Town workers at the Town offices need this aspect to be studied and provisions for safety to be included in the project design. The need for and cost of such protection throughout this densely populated corridor mitigate against this corridor being the best alternative.

Please address the above comments in the scope of your project level EIR/EIS (if not addressed in a revised program level EIR/EIS), and advise us of what action you propose to avoid or mitigate the dramatic environmental and right-of-way impacts to the Town of Atherton and other Peninsula cities. Town staff welcomes the opportunity to meet with you to discuss these comments if needed.

### Traffic

The program level EIR is conspicuously absent any discussion of traffic, especially local traffic. Because it is a railroad, it anticipates having no impact on traffic. However, traffic during construction will be dramatically impacted for years. Permanent traffic impacts will result from grade separations, which will undoubtedly result in reconfiguration of local streets in the vicinity. Access to business and residents will require new or realignment of existing frontage roads. Parking lots and driveways will have different access points, changing the local traffic pattern and potentially impacting the level of service on many streets and at many intersections.

Traffic impacts could well extend from the project into the intersections of El Camino Real and Middlefield Road, major arterials paralleling the railroad in the Atherton/Menlo Park area, and major arterials in many other Peninsula communities.

The project-level study needs to evaluate temporary and permanent traffic impacts. The design needs to include reconfiguration of circulation and access. The comparison of alternatives needs to include the high costs of maintaining traffic flow in Peninsula downtowns when compared with other less urban alternatives.

### Urban Design

The project-level EIR needs to evaluate the additional impacts and costs from cutting a swath through the urban core of the Peninsula. Many cities and towns have their city center at or near the Caltrain tracks. Any project constructed in these areas needs to include urban design elements to mitigate the appearance and other impacts of the project.

If any portion is constructed above grade, it needs to be designed to harmonize with its surroundings. Urban design may require that the rail line be constructed on bridge instead of embankment to avoid severing the community. Raised walls will require extensive and expensive treatments appropriate to the urban environment of the Peninsula. Differing treatments will be required in each community, depending on its character and culture.

If the HST is anywhere constructed in a trench, covers for portions of the trench can extend the urban core instead of cutting it in two. Adjacent to parks and sensitive receptors covers can reduce some of the environmental impacts, especially noise, but also

air quality (dust) and visual aesthetics. Note that covers can be used even with freight so long as the covered sections are ventilated either by mechanical means or by appropriately spaced openings beyond the covered area. Raised covers or structures may be incorporated over the trench to expand and enhance the area, rather than blight it with an open noisy hole in the ground.

It is necessary that these and other urban design elements are considered during the project-level studies to develop a more accurate presentation of the project, and to more truly develop the costs of the Caltrain Corridor alternative when comparing it to other alternatives that do not bisect the urban core of so many communities. We also suggest that a national or internationally recognized urban designer, such as Lawrence Halprin or Shlomo Aronson, be retained on the team to provide the creativity needed for such a sensitive project location.

## CONCLUSION

To provide the basis for study of impacts, three critical determinations should first be made:

1. Number of tracks, sharing plans, including scheduling and dispatching, and right-of-way widths through each city.
2. Location, of a selected mid-peninsula stop, if any.
3. Whether and how Dumbarton Rail will be part of the HST full build-out, and how “merge” tracking would impact Atherton and other cities.

When these basic determinations have been made they should be published in an interim status report including underlying data and analysis. Provision should be made for public comment and formal response.

As the preferred vertical alignment Atherton strongly favors undergrounding of tracks and electric power conduits in a tunnel or trench with cross streets at grade level. Other vertical alternatives have far greater adverse impacts which cannot be adequately mitigated including:

- Visual blight of elevated track retaining walls, 40 foot poles, catenary wires and high sound walls.
- Loss of far more heritage and other trees than would be lost with a tunnel or trench. There is no practical way to mitigate loss of trees as old as a century or more.
- Noise, which might be partially mitigated by sound walls. However, sound walls add to the visual blight mentioned above.

- Properties facing depressed cross streets passing under tracks would be adversely impacted. So would properties along streets intersecting these cross streets close to the tracks. Some parallel streets adjacent to the right-of-way could lose access at one or both ends. (Station Lane, Lloyd Drive)
- Impacts to parks and public facilities adjacent to the tracks.
- Risks of death and property devastation from derailment of a 120 mph elevated train. A tunnel or trench should restrict losses.
- Lower property values proportional to proximity of the tracks.

There may be a perception that undergrounding is too costly. All relevant costs and impacts of each vertical alternative must be considered, particularly on cross streets. When this is done, the cost differential for undergrounding may not be very significant. It should also be recognized that the alternative which most effectively mitigates adverse impacts must be selected even if it involves a higher cost.

And finally, once all the impacts and costs are known, another less impacted corridor should be chosen.

Thank you for your consideration.

Sincerely,  
Town of Atherton

Jerry Carlson  
Mayor

Attached: Atherton City Council Resolution 07-26  
Atherton City Council Resolution 08-54

S:\Caltrain\High Speed Rail\ATHERTON - Letter on HST Peninsula Project EIR DRAFT.DOC



Town of Atherton

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JEROME GRUBER, CITY MANAGER**

**FROM: KATHI HAMILTON, ACTING CITY CLERK**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING A MASTER FEE  
SCHEDULE FOR FEES IN THE ADMINISTRATION DEPARTMENT,  
FINANCE DEPARTMENT, PLANNING/BUILDING DEPARTMENT,  
POLICE DEPARTMENT, PUBLIC WORKS DEPARTMENT, AND  
PARKS DIVISION**

**RECOMMENDATION:**

Adopt a resolution approving a Master Fee Schedule as identified as Exhibit A of the resolution.

**BACKGROUND:**

Currently, the Town of Atherton does not have a Master Fee Schedule. Fees are set out in numerous resolutions and, with respect to the business license tax, in the municipal code. Presenting the fees in one resolution would make it more user-friendly for both staff and the public. With fees located in several resolutions, it is difficult to keep track of all the changes, as well as which resolutions have been rescinded, superseded, or partly rescinded/superseded. With one document, amended from time to time, confusion as to current fees would be eliminated.

Additionally, the Council, at its January 21, 2009, meeting, approved a contract with NBS for a full fee study. Having the fees located in one document will facilitate NBS's review.

**FISCAL IMPACT**

There is no fiscal impact.

Prepared by:

Approved by:

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Kathi Hamilton  
Acting City Clerk

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Jerry Gruber  
City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ADOPTING A MASTER FEE SCHEDULE RELATING TO  
FEES FOR PUBLIC SERVICES**

**WHEREAS**, the City Council of the Town of Atherton has adopted ordinances and resolutions which require all applicants to pay fees for certain applications and permits as might be set periodically by resolution of the City Council; and

**WHEREAS**, the City Council finds it necessary to recover at least some of the costs of special and extraordinary services rendered by the various departments of the Town; and

**WHEREAS**, a Master Fee Schedule is attached hereto as Exhibit A:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the Town of Atherton that Exhibit "A," a Schedule of Fees and Deposits attached hereto and made a part hereof, is adopted as the Fee and Deposit Schedule commencing February 19, 2009.

**BE IT FURTHER RESOLVED** by the City Council of the Town of Atherton that all other resolutions and orders in conflict herewith be, and they are hereby, repealed.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 18th day of February, 2009, by the following vote:*

*AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:*

\_\_\_\_\_  
Jerry Carlson, MAYOR  
TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marc G. Hynes, City Attorney

<b>ADMINISTRATION DEPARTMENT FEES</b> <i>Effective</i> _____ <i>Resolution No.</i> _____
--

**OTHER SERVICES****AMOUNT**

Photocopying	\$ 0.10/page
Returned Checks	\$ 20
Tape Duplication	\$ 10/per tape
Notary Fee	\$ 5.00 per signature
Council Chambers/Conference Room located at 94 Ashfield Road	\$ 100.00 for half-day use \$ 125.00 for full-day use.
Special Event Application	\$ 75.00
Municipal Code Books	\$ 100.00
General Plan	\$ 40.00
Zoning Ordinance	\$ 15.00
Computer Generated Reports	\$ 20.00
Certified Copies	\$ 1.00
Photographs	\$ 10.00 each
Budget or Published Program of Services	\$ 15.00
Subdivision Ordinance	\$ 5.00
Microfilm	\$ 2.00 per sheet
Town Maps (depending on size) (AAA Area Map)	\$ 1.00
(14 X 31)	\$ 5.00
(41 X 91)	\$ 35.00
Record Search: (no charge - owner occupied)	\$ 20.00 per hour or fraction

**BUSINESS LICENSE FEES**

*Effective  
Resolution*

**BUILDING LICENSE FEES**

**AMOUNT**

Business License Processing Fee	\$ 25.00
Duplicate Business License Required	\$ 25.00

**BUILDING LICENSE TAX**

<b>Category 1:</b> Firms with two or more employees doing business as: General Contractors Alarm Installers Private Patrol Maintenance Companies Buildings Grounds/Landscaping Swimming Pools Real Estate Firms	5% of gross receipts derived during the license year from business conducted or performed within the Town, or \$250.00, whichever is less
<b>Category 11:</b> Firms with two or more employees doing business as: Subcontractors	5% of gross receipts derived during the license year from business conducted or performed within the Town, or \$150.00, whichever is less
<b>Category 111:</b> Sole operators which are doing business as: Subcontractors Maintenance Companies Buildings Grounds/Landscaping Swimming Pools Real Estate Brokers Home Occupations	5% of gross receipts derived during the license year from business conducted or performed within the Town, or \$100.00, whichever is less
<b>Category IV:</b> Handymen Horseshoers Solicitors Delivery vehicles	5% of gross receipts derived during the license year from business conducted or performed within the Town, or \$ 50.00, whichever is less

## BUSINESS LICENSE FEES

*Effective  
Resolution*

- \*\* Where a person does business in more than one of the above classifications, the annual license tax will be the highest one set in any of the classifications in which business is being done, plus one-half of the fixed license tax for each of the additional classifications in which such person is doing business.

All annual license taxes shall be due and payable to the Town in advance of the first day of July of each year and shall be delinquent at 5:00 p.m. on July 31 of that year; provided, however, that during the Fiscal Year for persons who become subject to this chapter for the first time during the license tax year after July 31, put prior to June 30 of the next year, the license tax shall be due and payable immediately on the day such person becomes subject to this chapter in a prorated amount as set out below and the license shall remain valid until June 30 of said fiscal year whereupon it shall be renewable. The amount of tax due shall be prorated for persons becoming subject on:

1. Any day of August, the tax shall be 11/12ths of the tax designated in Section 5.12.160
2. Any day of September the tax shall be 10/12ths of the tax designated in Section 5.12.160
3. Any day of October, the tax shall be 9/12ths of the tax designated in Section 5.12.160
4. Any day of November, the tax shall be 8/12ths of the tax designated in Section 5.12.160
5. Any day of December, the tax shall be 7/12ths of the tax designated in Section 5.12.160
6. Any day of January, the tax shall be 6/12ths of the tax designated in Section 5.12.160
7. Any day of February the tax shall be 5/12ths of the tax designated in Section 5.12.160
8. Any day of March, the tax shall be 4/12ths of the tax designated in Section 5.12.160
9. Any day of April, the tax shall be 3/12ths of the tax designated in Section 5.12.160
10. Any day of May, the tax shall be 2/12ths of the tax designated in Section 5.12.160
11. Any day of June the tax shall be 1/12ths of the tax designated in Section 5.12.160

Delinquent tax (Penalty)

Beginning August 1 of said year, penalty accrues at the rate of 10% of the license tax per month after the due date thereof, provided that the amount of such penalty to be added shall in no event exceed 100% of the amount of the license tax due annually

## BUILDING DEPARTMENT FEES

*Effective  
Resolution*

**FEE SCHEDULE FOR BUILDING PERMITS**

Permitted Value of New Residential Construction

Per square foot for habitable space	\$350
Per square foot for non-habitable space.	\$250

Permitted Value for Remodeling Residential Projects

Per square foot of habitable space	\$350
Per square foot of non-habitable space	\$250

- **However, for residential remodeling projects, the Building Department shall have the authority to adjust the permitted value to the actual cost of such remodeling activity provided that the applicant is able to demonstrate through presentation of an executed contract with the properly licensed contractor that the actual costs of said construction activity will be substantially less than the standard values established herein.**
  
- **A road impact fee shall be collected at the time of application of a building permit by the Building Department. A road impact fee of 0.71% (71tenths of one percent) of the project valuation shall be paid for all construction projects**
  
- **A plan review fee shall be 65 percent of the building permit fee as show in Table 1-A**

<b>TABLE 1-A</b>	
<b>TOTAL VALUATION</b>	<b>FEE</b>
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

**BUILDING DEPARTMENT FEES**

*Effective*

*Resolution*

<b><u>BUILDING FEES</u></b>	<b><u>AMOUNT</u></b>
Address Change	\$ 250.00
Copies (50 cents per copy)	\$ 0.50
Dead or Dangerous Tree Removal (First Tree)	\$ 100.00
Dead or Dangerous Tree Removal (Additional Tree)	\$ 50.00
Demolition	\$ 200.00
Excavation (\$5,000 Road Deposit)	\$1,000.00
Grading and Drainage	\$2,000.00
Landscape Screening	\$ 250.00
Permit Search (\$20 plus .10 cents per copy)	\$ 20.00
Plumbing, Electrical, & Mechanical	\$ 100.00
Solar	\$ 250.00
Town Map	\$ 100.00
Water Well	\$ 500.00
Issuance, Inspection, and Administration of Any Demolition Permit	\$ 200.00
Recycling Deposit For issuance of any construction permit with a project cost estimated above \$50,000.00 or will generate more than ten tons of construction or demolition debris.	\$1,000.00 minimum and \$500.00 Minimum for Re-Roof Permits
Second Utility Deposit	\$5,000.00
Landscape Screening Deposit	\$5,000.00
Road Deposit (Bond)	\$2,500.00
Temporary Occupancy Deposit	\$5,000.00
Revision Fee	\$54.00 Hourly Plan Check Rate
SMIP- Residential (California Department of Conservation Mandated Fee) <u>Valuation Amount X 0.0001</u>	
SMIP- Commercial (California Department of Conservation Mandated Fee) <u>Valuation Amount X 0.00021</u>	

**BUILDING DEPARTMENT FEES**

*Effective*

*Resolution*

Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)

<u>Permit Valuation</u>	<u>Fee</u>
<u>\$1-25,000</u>	<u>\$1</u>
<u>\$25,001-50,000</u>	<u>\$2</u>
<u>\$50,001-75,000</u>	<u>\$3</u>
<u>\$75,001-100,000</u>	<u>\$4</u>
<u>Every \$25,000 or fraction thereof above \$100,000</u>	<u>Add \$1</u>

**PLANNING DEPARTMENT FEES**

*Effective  
Resolution*

<b><u>PLANNING FEES</u></b>	<b><u>FEE</u></b>	<b><u>DEPOSIT</u></b>
Conditional Use Permit	\$1,500.00	\$2,000.00
Variance	\$1,500.00	\$2,000.00
Heritage Tree Removal Permit	\$1,500.00	\$2,000.00
Exception Review	\$1,500.00	\$1,000.00
Excessive Height	\$1,500.00	\$2,000.00
Lot Line Redesignation	\$1,500.00	\$1,000.00
Lot Line Adjustment	\$2,500.00	\$1,000.00
Subdivision	\$5,000.00	\$2,500.00
Appeal	\$ 750.00	\$1,000.00
School Master Plan	\$ 750.00	\$1,000.00
Initial Review/Negative Declaration	\$2,500.00	\$1,000.00
Zoning Ordinance Amendment	\$5,000.00	\$2,500.00
General Plan Amendment	\$5,000.00	\$2,500.00

**Staff Time: Pre-application review: first hour free, bill hourly thereafter**

**Town Billing Rates:**

City Manager	\$180.00
Town Planner	\$175.00
City Attorney	\$170.00
Building Official	\$120.00
Deputy Town Planner	\$120.00
Associate Planner	\$ 90.00
Town Arborist	\$ 70.00
Assistant Planner	\$ 70.00

**POLICE DEPARTMENT FEES**

*Effective  
Resolution*

<b><u>POLICE FEES</u></b>	<b><u>AMOUNT</u></b>
Police Report	\$ 20.00
Vehicle Releases	\$ 40.00
Alarm Alert Signs	\$ 30.00 **
Garage Sale Permits	\$ 25.00 **
Fingerprinting (Residents only)	\$ 15.00
Solicitor Fees	\$ 25.00
Arrest Fees (Affidavits)	\$ 202.00
After Hours Construction Permits	\$ 350.00
Police Special Service Request	
per hour per Officer	\$ 66.02
per hour per Sergeant	\$ 77.90
Administrative fee per event	\$ 50.00

\*\* Residents Checks Accepted

\*\*\*\*\*CASH ONLY\*\*\*\*\*

**PUBLIC WORKS DEPARTMENT FEES**

*Effective  
Resolution*

**ENCROACHMENT PERMIT FEES**

**AMOUNT**

Driveway Connection to Street

Without driveway culvert

\$ 550.00 each

With driveway culvert (surveyor must  
Stake culvert)

\$ 750.00 each

ROW Landscaping, Fence, etc.

\$ 550.00

Connection to Storm Drain or Atherton Channel

\$ 550.00 plus Utility Lateral Fee  
where in the street

Utility Lateral

Open cut

\$ 10.00/ Lin. Ft. \$550 min.

Bored – Pit in pavement

\$ 550.00 each

Bored – Pit outside pavement

\$ 300.00 each

Utility Main

Application and plan check

\$ 3% of value

Permit - open cut

\$ 10.00/ Lin. Ft. \$550 min.

Permit – boring

\$1,000.00/pit plus 3% of value

Other work in Street or Drainage Right-of-Way

Application and plan check

\$ 0 to \$20k – 5% of value, \$250 min.  
Over \$20,000 - \$1,000 plus 4% of  
Value over \$20,000

Permit

\$ 0 to \$20k – 6% of value, \$330 min.  
Over \$20,000 - \$1,200 plus 4% of  
Value over \$20,000

**PUBLIC WORKS DEPARTMENT FEES**

*Effective  
Resolution*

**PROPERTY IMPROVEMENT PERMITS  
AND REVIEWS**

**AMOUNT**

Grading and Drainage

\$2,000.00

**LOT LINE ADJUSTMENT, MAP AND  
ROW VACATION**

**AMOUNT**

Lot Line Adjustment

\$1,000.00

Parcel Map – Creating New Lots and Final Maps

\$1,000.00 + \$1,000.00 per lot

Street Easement Vacation

\$1,000.00

**HOLBROOK –PALMER PARK SOCIAL EVENT FEES**

*Effetiive  
Resolution*

**RESERVATION POLICY AND FACILITY USE FEES**

**Security and Damage Deposit**

A \$1,000.00 deposit is required at the time of reservations. The deposit is fully refundable following the vent if no damage is incurred and all fees have been paid in full. Refunds will be mailed approximately 30 days after the event. The deposit is separate from the Facilities Use Fee. If the event is canceled the amount refunded is based on the length of notice given.

More than 9 months notice	\$ 750.00
7 to 9 months notice	\$ 500.00
6 months or less notice	No Refund

**WEDDING CEREMONY AND/OR RECEPTION OR SOCIAL FUNCTION FEES**                      **RESIDENT**                      **NON-RESIDENT**

1 – 100 Guests	\$ 3,000.00	\$ 3,500.00
101 -200 Guests	\$ 3,500.00	\$ 4,000.00

The Facility Use Fee is due and payable one month before the event. The fees listed above are based on a seven-hour use period: One or two hours for setup, four or five hours for the event, and one hour for cleanup. For events running over seven hours, there is a charge of \$100.00 per hour.

- \$1,000,000 of Liability Insurance Coverage is required.

**MEETINGS**

**Security and Damage Deposit required at the time of reservation.**                      \$ 250.00

	<b># OF GUESTS</b>	<b>HALF DAY</b>	<b>FULLDAY/EVENING AND WEEKENDS</b>	
THE MAIN HOUSE	1-75	\$ 200.00	\$ 300.00	+\$25 an hour
CARRAIGE HOUSE	1-80	\$ 200.00	\$ 250.00	+\$25 an hour
JENNINGS PAVILION	1-100	\$ 300.00	\$ 400.00	+\$25 an hour
	100-200	\$ 400.00	\$ 500.00	+\$50 an hour

- \$1,000,000 of Liability Insurance Coverage is required.
- There is a \$25.00 return check fee.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: MARC G. HYNES, CITY ATTORNEY**

**DATE: CITY COUNCIL MEETING OF FEBRUARY 18, 2009**

**SUBJECT: REVISE CITY COUNCIL RESOLUTION 08-24 BY ADOPTING  
NEW RESOLUTION CONTAINING CHANGES RELATED TO  
SCREENING COMMITTEE AND APPOINTMENT OF  
COUNCIL MEMBER ALTERNATES**

#### **RECOMMENDATION:**

Adopt new resolution governing Town committees and commissions.

#### **BACKGROUND:**

By Resolution No. 08-24 adopted June 18, 2008, the City Council established in one location rules and regulations regarding the ten committees and commissions listed in Section 1 of the resolution. A copy of Resolution No. 08-24 is attached as Exhibit A for reference.

At the meeting on January 30, 2009, the City Council determined that appointments to Town committees and commissions should be made by the entire City Council. This action effectively eliminates the need for a screening committee. Accordingly, Resolution No. 08-24 has been revised to delete the screening committee. Additionally, Resolution No. 08-24 has been revised to provide for appointment of Council Member alternates by revising Section 4 as shown in Exhibit B.

A resolution of the City Council of the Town of Atherton governing Town committees and commissions amending Resolution No. 08-24 is attached as Exhibit B. The new resolution (Exhibit B) will supersede Resolution No. 08-24.

#### **FISCAL IMPACT:**

None.

Prepared By:

Approved By:

*/s/ Marc Hynes*

Marc G. Hynes  
City Attorney

\_\_\_\_\_  
Jerry Gruber  
City Manager

Attachments: Exhibit A  
Exhibit B

**EXHIBIT A**

**RESOLUTION NO. 08-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
GOVERNING TOWN COMMITTEES AND COMMISSIONS**

WHEREAS, the City Council of the Town of Atherton desires that the most qualified residents of the Town serve on Town committees and commissions consistent with obtaining the broadest representation of the community;

Now, therefore, the City Council of the Town of Atherton hereby resolves as follows:

Section 1.     Establishment of Committees. The following committees and commissions are established for the Town of Atherton:

1.     Arts Committee
2.     Atherton Rail Committee
3.     Audit Committee
4.     Environmental Programs Committee
5.     Finance Committee
6.     General Plan Committee
7.     Park and Recreation Commission
8.     Screening Committee
9.     Town Center Committee
10.    Transportation Committee

Section 2.     City Council Rules of Procedure – Staffing – Minutes - Reports.

- All committees and commissions shall follow the City Council Rules of Procedure and the provisions of the California Open Public Meeting Law (Brown Act).
- Each committee or commission shall annually select one of its members to act as Chair and one of its members to act as Vice Chair. In the event a committee or commission is unable to appoint a Chair and/or Vice Chair, the Mayor shall have the authority to make such appointment.
- The City Manager shall have the authority to appoint any Town staff member(s) to serve Town committees and commissions.
- All committees and commissions shall prepare action minutes for the City Council. Draft minutes, that is, unapproved minutes, shall be presented to the City Council as soon as possible following the meeting they report.
- Members of committees and commissions are encouraged to advocate to the City Council their position on matters under the purview of their committee or commission. Otherwise, no committee or commission or any of its members shall represent itself or themselves as speaking on behalf of the Town, City Council, and/or committee or commission without prior approval of the City Council. Statements of previously approved City

Council policy may be made without additional City Council approval.

- Committees and commissions may provide educational materials to the public regarding the functions and actions of the committee or commission, but shall not engage in advocating to the public any particular position which is contrary to City Council policy.
- Upon request, an annual report shall be provided to the City Council of committee and commission activities for the preceding year.

Section 3: Appointment of Voting Members to Committees and Commissions.

Members other than City Council Members shall be appointed following recommendation of the Screening Committee and approval by the City Council. All appointed members shall be registered voters in the Town. Members shall serve at the pleasure of the City Council, or until the expiration of their terms set out below. Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by appointment of the City Council based upon recommendations of the Screening Committee.

Section 4. Powers and Duties - Composition – Terms.

The powers and duties, along with the composition and terms of the Town's committees and commissions, shall be as described below:

- City Council representatives on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term.
- Appointed members shall serve no more than two full consecutive terms on the committee or commission to which they are appointed. A member may be reappointed to the committee or commission following a minimum two (2) year hiatus.
- Each January, an annual report shall be provided to the City Council of attendance at committee and commission meetings for the preceding calendar year.
- Unexcused absences of members, other than City Councilmembers, from two or more consecutively scheduled meetings shall result in the automatic vacation of the member's office.
- In the event funding for the committees or commissions is desired, a budget shall be prepared and presented to the City Council for review and approval as part of the Town's regular budget process.
- Any requests by a committee or commission for staff work, information, or assistance from Town Staff shall be made to the City Manager.
- Changes in the dates or time of meetings from the established schedule may be made by majority vote of the committee or commission.

1. Arts Committee.

The Arts Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in matters regarding art awareness including, without limitation, the following goals and objectives:
  - i. Fulfill the requirements of the Rita Corbett-Evans estate;
  - ii. Develop a unique arts program specific to the needs of

- Atherton and the surrounding community;
- iii. Provide a base and focal point for arts programs in Atherton;
- iv. Include a multi-disciplinary range of artistic endeavors including fine, performing, and literary arts, as well as crafts.

The Arts Committee shall have the following composition and terms:

Consists of up to ten (10) appointed members. The term of office shall be as follows: Five (5) of the members shall be appointed to a four (4) year term commencing 2008 and ending on April 30, 2012. The remaining members' terms shall be three (3) years commencing 2008 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The Committee meets on the 4<sup>th</sup> Tuesday of each month at 1:00 p.m. in the Holbrook-Palmer Park Garden Room unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

2. Atherton Rail Committee.

The Atherton Rail Committee shall have the following powers and duties:

- a. Act in an advisory capacity to the City Council upon request in all matters pertaining to rail service in and through the Town;
- b. Research and address the specific impacts that high-speed rail and other rail improvements may have on the Town.

The Atherton Rail Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and up to ten (10) appointed members. The term of office for appointed members shall be a four (4) year term commencing 2007 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets on the first Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair. In addition to other members, persons appointed to the Atherton Rail Committee may be appointed to represent and further the interests of Atherton homeowners and particularly those with properties on and along the Caltrain right-of-way. This declaration is made with specific recognition of the provisions of 2 California Code of Regulations Section 18707.4.

3. Audit Committee.

The Audit Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town's annual audit;
- b. Provide oversight of the annual audit and present and explain the audit to the City Council with recommendations as to acceptance.;
- c. Advise City Council regarding appointment of outside auditors for annual audit;
- d. Review proposed audit scope with outside auditors prior to commencement of annual audit.

The Audit Committee shall have the following composition and terms:

Consists of five (5) members, including two (2) Council Members of the Finance Committee, and three (3) appointed members. The term of office for all appointed members shall end on April 30, 2008. Thereafter, one term shall be for two (2) years ending in April, 2010. The remaining terms shall be for four (4) years ending in April, 2012. Thereafter, the term of office shall be four (4) years. The committee meets as needed in the Conference Room of the Town Administrative Offices.

4. Environmental Programs Committee.

The Environmental Programs Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request on all matters pertaining to the Town's natural and built environment and the Town's regional role and responsibilities as one of the communities on the San Francisco Bay Peninsula.
- b. Develop and propose to the City Council timely and appropriate action plans for the Town to:
  - (i) environmental issues or threats that become matters of concern for the community;
  - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and
  - (iii) technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include but not be limited to global warming and carbon dioxide emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.
- c. Create pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction for presentation to and consideration and approval by, the City Council.

The Environmental Programs Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and ten (10) residents of the Town. The term of office shall be as follows: Five (5) of the appointed members shall be appointed to a two-year term commencing 2007 and ending April 30, 2009. The remaining members' terms shall be four (4) years commencing 2007 and ending April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

5. Finance Committee.

The Finance Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town finances;
- b. Consult with the City Manager on matters pertaining to the budget, capital spending plan and the long range financial plan for the Town;

The Finance Committee shall have the following composition and terms:

Consists of two (2) Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

6. General Plan Committee.

The General Plan Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town planning;
- b. Review the General Plan and make recommendations to the City Council, Planning Commission and Town staff regarding the operation of the ordinances and policies on the subject of Town planning.

The General Plan Committee shall have the following powers and duties:

Consists of two (2) Council Members, two (2) Planning Commissioners and up to five (5) appointed members who are not members of the City Council or Planning Commission. The term of office shall be four (4) years. Planning Commission representatives are selected by the Planning Commission to serve for a term of one (1) year. The committee meets quarterly or more frequently if required on the first Wednesday of the month at 6:00 p.m. in the Town Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

7. Park and Recreation Commission.

The Park and Recreation Commission shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to parks and public recreation and to cooperate with other governmental agencies and public and private groups in the advancement of park and recreation planning and programming;
- b. Develop and maintain a master plan for parks within the Town and, annually, in the month of April, present a report to the City Council.
- c. Review the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the City Council. This includes recommendations regarding the setting of fees. The budget should contain estimates and recommendations for such long-term capital outlay projects as may be necessary to provide for orderly development of park and recreation areas, buildings and facilities;

- d. Study and make recommendations on the acquisition and development of recreation areas, activities and facilities such as playgrounds, buildings, parks, open space and other centers of recreation;
- e. Assist Town staff in the planning of recreation programs for the community, and promote and stimulate public interest therein.

The Park and Recreation Commission shall have the following composition and terms:

Consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of the foregoing representatives shall serve a term of two (2) years. The term of office for the two (2) members ending April 30, 2008 shall be four (4) years. The term of office for the remaining members shall be four (4) years. Thereafter, each term of office shall be four (4) years. The Park and Recreation Commission meets on the first Wednesday of each month at 6:30 p.m. in Holbrook-Palmer Park unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. Screening Committee.

The Screening Committee shall have the following powers and duties:

- a. Interview all applicants for the Planning Commission and committees and commissions as described in Section 1 of this Resolution and make recommendations for appointment(s) to the City Council.

The Screening Committee shall have the following composition and terms:

Consists of two (2) Council Members appointed on a rotational basis so that each member shall serve on the committee before any member serves for a second time. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

9. The Town Center Committee.

The Town Center Committee, an ad hoc committee, shall have the following powers and duties:

- a. Assist the City Council in developing a vision and goals for the Town Center which includes facilities for City Council chambers, Police, Administration, Building, Public Works, Planning and Library functions;
- b. Upon approval of the City Council, the committee may engage Town residents and outside professional services to aid in the visioning process;
- c. Upon approval of the City Council assist in obtaining funds for Town Center improvements.

The Town Center Committee, an ad hoc committee, shall have the following Composition and terms:

Consists of two (2) Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

10. Transportation Committee.

The Transportation Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to transportation within the Town.

The Transportation Committee shall have the following composition and terms: Consists of five (5) members including two (2) Council Members and three appointed members. The term of office shall be four (4) years. The committee meets on the second Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

This Resolution shall be effective immediately upon adoption. The operative date of this resolution for the General Plan Committee and the Park and Recreation Commission shall be thirty (30) days from and after the date of adoption of the Ordinance rescinding Chapters 2.37 and 2.40 of the Atherton Municipal Code. Resolution 98-06 is hereby rescinded.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 18th day of June, 2008, by the following vote.*

<i>AYES:</i>	<i>4</i>	<i>Council Members: J. Carson, Marsala, Janz, McKeithen</i>
<i>NOES:</i>	<i>0</i>	<i>Council Members: None</i>
<i>ABSENT:</i>	<i>0</i>	<i>Council Members: None</i>
<i>ABSTAIN:</i>	<i>0</i>	<i>Council Members: None</i>

/s/ James R. Janz  
James R. Janz, MAYOR  
Town of Atherton

ATTEST:

/s/ Kathi Hamilton  
Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes  
Marc G. Hynes, City Attorney

**EXHIBIT B**

**RESOLUTION NO. 09-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
GOVERNING TOWN COMMITTEES AND COMMISSIONS**

The City Council of the Town of Atherton hereby resolves as follows:

Section 1. Establishment of Committees. The following committees and commissions are established for the Town of Atherton:

1. Arts Committee
2. Atherton Rail Committee
3. Audit Committee
4. Environmental Programs Committee
5. Finance Committee
6. General Plan Committee
7. Park and Recreation Commission
8. Town Center Committee
9. Transportation Committee

Section 2. City Council Rules of Procedure – Staffing – Minutes - Reports.

- All committees and commissions shall follow the City Council Rules of Procedure and the provisions of the California Open Public Meeting Law (Brown Act).
- Each committee or commission shall annually select one of its members to act as Chair and one of its members to act as Vice Chair. In the event a committee or commission is unable to appoint a Chair and/or Vice Chair, the Mayor shall have the authority to make such appointment.
- The City Manager shall have the authority to appoint any Town staff member(s) to serve Town committees and commissions.
- All committees and commissions shall prepare action minutes for the City Council. Draft minutes, that is unapproved minutes, shall be presented to the City Council as soon as possible following the meeting they report.
- Members of committees and commissions are encouraged to advocate to the City Council their position on matters under the purview of their committee or commission. Otherwise, no committee or commission or any of its members shall represent itself or themselves as speaking on behalf of the Town, City Council, and/or committee or commission without prior approval of the City Council. Statements of previously approved City Council policy may be made without additional City Council approval.
- Committees and commissions may provide educational materials to the public regarding the functions and actions of the committee or commission, but shall not engage in advocating to the public any particular position which is contrary to City Council policy.
- Upon request, an annual report shall be provided to the City Council of committee and commission activities for the preceding year.

Section 3: Appointment of Voting Members to Committees and Commissions.

Members other than City Council Members shall be appointed following approval by the City Council. All appointed members shall be registered voters in the Town. Members shall serve at the pleasure of the City Council, or until the expiration of their terms set out below. Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by appointment of the City Council. ~~based upon recommendations of the City Council Screening Committee.~~

Section 4. Powers and Duties – Composition - Terms.

The powers and duties, along with the composition and terms of the Town's committees and commissions, shall be as described below:

- City Council representatives **and any alternates** on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term. **Alternates will participate on committees in the absence of the appointed Councilmembers.**
- Appointed members shall serve no more than two full consecutive terms on the committee or commission to which they are appointed. A member may be reappointed to the committee or commission following a minimum two (2) years hiatus.
- Each January, an annual report shall be provided to the City Council of attendance at committee and commission meetings for the preceding calendar year.
- Unexcused absences of members, other than City Councilmembers, from two or more consecutively scheduled meetings shall result in the automatic vacation of the member's office.
- In the event funding for the committees or commissions is desired, a budget shall be prepared and presented to the City Council for review and approval as part of the Town's regular budget process.
- Any requests by a committee or commission for staff work, information, or assistance from Town Staff shall be made to the City Manager.
- Changes in the dates or time of meetings from the established schedule may be made by majority vote of the committee or commission.

1. Arts Committee.

The Arts Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in matters regarding art awareness including, without limitation, the following goals and objectives:
  - i. Fulfill the requirements of the Rita Corbett-Evans estate;
  - ii. Develop a unique arts program specific to the needs of Atherton and the surrounding community;
  - iii. Provide a base and focal point for arts programs in Atherton;
  - iv. Include a multi-disciplinary range of artistic endeavors including fine, performing, and literary arts as well as crafts.

The Arts Committee shall have the following composition and terms:

Consists of up to ten (10) appointed members. The term of office shall be as follows: Five (5) of the members shall be appointed to a four (4) year term commencing 2008 and ending on April 30, 2012. The remaining members' terms shall be three (3) years commencing 2008 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The Committee meets on the 4<sup>th</sup> Tuesday of each month at 1:00 p.m. in the Holbrook-Palmer Park Garden Room unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

2. Atherton Rail Committee.

The Atherton Rail Committee shall have the following powers and duties:

- a. Act in an advisory capacity to the City Council upon request in all matters pertaining to rail service in and through the Town;
- b. Research and address the specific impacts that high-speed rail and other rail improvements may have on the Town.

The Atherton Rail Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and up to ten (10) appointed members. The term of office for appointed members shall be a four (4) year term commencing 2007 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets on the first Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair. In addition to other members, persons appointed to the Atherton Rail Committee may be appointed to represent and further the interests of Atherton homeowners and particularly those with properties on and along the Caltrain right-of-way. This declaration is made with specific recognition of the provisions of 2 California Code of Regulations Section 18707.4.

3. Audit Committee

The Audit Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town's annual audit;
- b. Provide oversight of the annual audit and present and explain the audit to the City Council with recommendations as to acceptance;
- c. Advise City Council regarding appointment of outside auditors for annual audit;
- d. Review proposed audit scope with outside auditors prior to commencement of annual audit.

The Audit Committee shall have the following composition and terms:

Consists of five (5) members, including two (2) Council Members of the Finance Committee, and three (3) appointed members. The term of office for all appointed members shall end on April 30, 2008. Thereafter, one term shall be for two (2) years ending in April, 2010. The remaining terms shall be for four (4) years ending in April,

2012. Thereafter, the term of office shall be four (4) years. The committee meets as needed in the Conference Room of the Town Administrative Offices.

4. Environmental Programs Committee.

The Environmental Programs Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request on all matters pertaining to the Town's natural and built environment and the Town's regional role and responsibilities as one of the communities on the San Francisco Bay Peninsula.
- b. Develop and propose to the City Council timely and appropriate action plans for the Town to:
  - (i) environmental issues or threats that become matters of concern for the community;
  - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and
  - (iii) technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include but not be limited to global warming and carbon dioxide emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.
- c. Create pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction for presentation to and consideration and approval by, the City Council.

The Environmental Programs Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and ten (10) residents of the Town. The term of office shall be as follows: Five (5) of the appointed members shall be appointed to a two-year term commencing 2007 and ending April 30, 2009. The remaining members' terms shall be four (4) years commencing 2007 and ending April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

5. Finance Committee.

The Finance Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town finances;

- b. Consult with the City Manager on matters pertaining to the budget, capital spending plan and the long range financial plan for the Town;

The Finance Committee shall have the following composition and terms:

Consists of two (2) Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

6. General Plan Committee.

The General Plan Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town planning;
- b. Review the General Plan and make recommendations to the City Council, Planning Commission and Town staff regarding the operation of the ordinances and policies on the subject of Town planning.

The General Plan Committee shall have the following powers and duties:

Consists of two (2) Council Members, two (2) Planning Commissioners and up to five (5) appointed members who are not members of the City Council or Planning Commission. The term of office shall be four (4) years. Planning Commission representatives are selected by the Planning Commission to serve for a term of one (1) year. The committee meets quarterly or more frequently if required on the first Wednesday of the month at 6:00 p.m. in the Town Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

7. Park and Recreation Commission.

The Park and Recreation Commission shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to parks and public recreation and to cooperate with other governmental agencies and public and private groups in the advancement of park and recreation planning and programming;
- b. Develop and maintain a master plan for parks within the Town and, annually, in the month of April, present a report to the City Council.
- c. Review the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the City Council. This includes recommendations regarding the setting of fees. The budget should contain estimates and recommendations for such long-term capital outlay projects as may be necessary to provide for orderly development of park and recreation areas, buildings and facilities;
- d. Study and make recommendations on the acquisition and development of recreation areas, activities and facilities such as playgrounds, buildings, parks, open space and other centers of recreation;
- e. Assist Town staff in the planning of recreation programs for the community, and promote and stimulate public interest therein.

The Park and Recreation Commission shall have the following composition and terms:

Consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of the foregoing representatives shall serve a term of two (2) years. The term of office for the two (2) members ending April 30, 2008 shall be four (4) years. The term of office for the remaining members shall be four (4) years. Thereafter, each term of office shall be four (4) years. The Park and Recreation Commission meets on the first Wednesday of each month at 6:30 p.m. in Holbrook-Palmer Park unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. The Town Center Committee.

The Town Center Committee, an ad hoc committee, shall have the following powers and duties:

- a. Assist the City Council in developing a vision and goals for the Town Center which includes facilities for City Council chambers, Police, Administration, Building, Public Works, Planning and Library functions;
- b. Upon approval of the City Council, the committee may engage Town residents and outside professional services to aid in the visioning process;
- c. Upon approval of the City Council assist in obtaining funds for Town Center improvements.

The Town Center Committee, an ad hoc committee, shall have the following Composition and terms:

Consists of two (2) Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

9. Transportation Committee.

The Transportation Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to transportation within the Town.

The Transportation Committee shall have the following composition and terms: Consists of five (5) members including two (2) Council Members and three appointed members. The term of office shall be four (4) years. The committee meets on the second Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

This Resolution shall be effective immediately upon adoption. Resolution No. 08-24 is hereby superseded and rescinded.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 18<sup>th</sup> day of February, 2009, by the following vote.*

*AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:*

---

Jerry Carlson, Mayor, Town of Atherton

ATTEST:

---

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

---

Marc G. Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: MARC G. HYNES, CITY ATTORNEY**

**DATE: CITY COUNCIL MEETING OF FEBRUARY 18, 2009**

**SUBJECT: REVISE CITY COUNCIL RESOLUTION 08-24 BY ADOPTING  
NEW RESOLUTION CONTAINING CHANGES RELATED TO  
SCREENING COMMITTEE AND APPOINTMENT OF  
COUNCIL MEMBER ALTERNATES**

#### **RECOMMENDATION:**

Adopt new resolution governing Town committees and commissions.

#### **BACKGROUND:**

By Resolution No. 08-24 adopted June 18, 2008, the City Council established in one location rules and regulations regarding the ten committees and commissions listed in Section 1 of the resolution. A copy of Resolution No. 08-24 is attached as Exhibit A for reference.

At the meeting on January 30, 2009, the City Council determined that appointments to Town committees and commissions should be made by the entire City Council. This action effectively eliminates the need for a screening committee. Accordingly, Resolution No. 08-24 has been revised to delete the screening committee. Additionally, Resolution No. 08-24 has been revised to provide for appointment of Council Member alternates by revising Section 4 as shown in Exhibit B.

A resolution of the City Council of the Town of Atherton governing Town committees and commissions amending Resolution No. 08-24 is attached as Exhibit B. The new resolution (Exhibit B) will supersede Resolution No. 08-24.

#### **FISCAL IMPACT:**

None.

Prepared By:

Approved By:

*/s/ Marc Hynes*

Marc G. Hynes  
City Attorney

\_\_\_\_\_  
Jerry Gruber  
City Manager

Attachments: Exhibit A  
Exhibit B

**EXHIBIT A**

**RESOLUTION NO. 08-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
GOVERNING TOWN COMMITTEES AND COMMISSIONS**

WHEREAS, the City Council of the Town of Atherton desires that the most qualified residents of the Town serve on Town committees and commissions consistent with obtaining the broadest representation of the community;

Now, therefore, the City Council of the Town of Atherton hereby resolves as follows:

Section 1.     Establishment of Committees. The following committees and commissions are established for the Town of Atherton:

1.     Arts Committee
2.     Atherton Rail Committee
3.     Audit Committee
4.     Environmental Programs Committee
5.     Finance Committee
6.     General Plan Committee
7.     Park and Recreation Commission
8.     Screening Committee
9.     Town Center Committee
10.    Transportation Committee

Section 2.     City Council Rules of Procedure – Staffing – Minutes - Reports.

- All committees and commissions shall follow the City Council Rules of Procedure and the provisions of the California Open Public Meeting Law (Brown Act).
- Each committee or commission shall annually select one of its members to act as Chair and one of its members to act as Vice Chair. In the event a committee or commission is unable to appoint a Chair and/or Vice Chair, the Mayor shall have the authority to make such appointment.
- The City Manager shall have the authority to appoint any Town staff member(s) to serve Town committees and commissions.
- All committees and commissions shall prepare action minutes for the City Council. Draft minutes, that is, unapproved minutes, shall be presented to the City Council as soon as possible following the meeting they report.
- Members of committees and commissions are encouraged to advocate to the City Council their position on matters under the purview of their committee or commission. Otherwise, no committee or commission or any of its members shall represent itself or themselves as speaking on behalf of the Town, City Council, and/or committee or commission without prior approval of the City Council. Statements of previously approved City

Council policy may be made without additional City Council approval.

- Committees and commissions may provide educational materials to the public regarding the functions and actions of the committee or commission, but shall not engage in advocating to the public any particular position which is contrary to City Council policy.
- Upon request, an annual report shall be provided to the City Council of committee and commission activities for the preceding year.

Section 3: Appointment of Voting Members to Committees and Commissions.

Members other than City Council Members shall be appointed following recommendation of the Screening Committee and approval by the City Council. All appointed members shall be registered voters in the Town. Members shall serve at the pleasure of the City Council, or until the expiration of their terms set out below. Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by appointment of the City Council based upon recommendations of the Screening Committee.

Section 4. Powers and Duties - Composition – Terms.

The powers and duties, along with the composition and terms of the Town's committees and commissions, shall be as described below:

- City Council representatives on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term.
- Appointed members shall serve no more than two full consecutive terms on the committee or commission to which they are appointed. A member may be reappointed to the committee or commission following a minimum two (2) year hiatus.
- Each January, an annual report shall be provided to the City Council of attendance at committee and commission meetings for the preceding calendar year.
- Unexcused absences of members, other than City Councilmembers, from two or more consecutively scheduled meetings shall result in the automatic vacation of the member's office.
- In the event funding for the committees or commissions is desired, a budget shall be prepared and presented to the City Council for review and approval as part of the Town's regular budget process.
- Any requests by a committee or commission for staff work, information, or assistance from Town Staff shall be made to the City Manager.
- Changes in the dates or time of meetings from the established schedule may be made by majority vote of the committee or commission.

1. Arts Committee.

The Arts Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in matters regarding art awareness including, without limitation, the following goals and objectives:
  - i. Fulfill the requirements of the Rita Corbett-Evans estate;
  - ii. Develop a unique arts program specific to the needs of

- Atherton and the surrounding community;
- iii. Provide a base and focal point for arts programs in Atherton;
- iv. Include a multi-disciplinary range of artistic endeavors including fine, performing, and literary arts, as well as crafts.

The Arts Committee shall have the following composition and terms:

Consists of up to ten (10) appointed members. The term of office shall be as follows: Five (5) of the members shall be appointed to a four (4) year term commencing 2008 and ending on April 30, 2012. The remaining members' terms shall be three (3) years commencing 2008 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The Committee meets on the 4<sup>th</sup> Tuesday of each month at 1:00 p.m. in the Holbrook-Palmer Park Garden Room unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

2. Atherton Rail Committee.

The Atherton Rail Committee shall have the following powers and duties:

- a. Act in an advisory capacity to the City Council upon request in all matters pertaining to rail service in and through the Town;
- b. Research and address the specific impacts that high-speed rail and other rail improvements may have on the Town.

The Atherton Rail Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and up to ten (10) appointed members. The term of office for appointed members shall be a four (4) year term commencing 2007 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets on the first Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair. In addition to other members, persons appointed to the Atherton Rail Committee may be appointed to represent and further the interests of Atherton homeowners and particularly those with properties on and along the Caltrain right-of-way. This declaration is made with specific recognition of the provisions of 2 California Code of Regulations Section 18707.4.

3. Audit Committee.

The Audit Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town's annual audit;
- b. Provide oversight of the annual audit and present and explain the audit to the City Council with recommendations as to acceptance.;
- c. Advise City Council regarding appointment of outside auditors for annual audit;
- d. Review proposed audit scope with outside auditors prior to commencement of annual audit.

The Audit Committee shall have the following composition and terms:

Consists of five (5) members, including two (2) Council Members of the Finance Committee, and three (3) appointed members. The term of office for all appointed members shall end on April 30, 2008. Thereafter, one term shall be for two (2) years ending in April, 2010. The remaining terms shall be for four (4) years ending in April, 2012. Thereafter, the term of office shall be four (4) years. The committee meets as needed in the Conference Room of the Town Administrative Offices.

4. Environmental Programs Committee.

The Environmental Programs Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request on all matters pertaining to the Town's natural and built environment and the Town's regional role and responsibilities as one of the communities on the San Francisco Bay Peninsula.
- b. Develop and propose to the City Council timely and appropriate action plans for the Town to:
  - (i) environmental issues or threats that become matters of concern for the community;
  - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and
  - (iii) technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include but not be limited to global warming and carbon dioxide emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.
- c. Create pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction for presentation to and consideration and approval by, the City Council.

The Environmental Programs Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and ten (10) residents of the Town. The term of office shall be as follows: Five (5) of the appointed members shall be appointed to a two-year term commencing 2007 and ending April 30, 2009. The remaining members' terms shall be four (4) years commencing 2007 and ending April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

5. Finance Committee.

The Finance Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town finances;
- b. Consult with the City Manager on matters pertaining to the budget, capital spending plan and the long range financial plan for the Town;

The Finance Committee shall have the following composition and terms:

Consists of two (2) Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

6. General Plan Committee.

The General Plan Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town planning;
- b. Review the General Plan and make recommendations to the City Council, Planning Commission and Town staff regarding the operation of the ordinances and policies on the subject of Town planning.

The General Plan Committee shall have the following powers and duties:

Consists of two (2) Council Members, two (2) Planning Commissioners and up to five (5) appointed members who are not members of the City Council or Planning Commission. The term of office shall be four (4) years. Planning Commission representatives are selected by the Planning Commission to serve for a term of one (1) year. The committee meets quarterly or more frequently if required on the first Wednesday of the month at 6:00 p.m. in the Town Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

7. Park and Recreation Commission.

The Park and Recreation Commission shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to parks and public recreation and to cooperate with other governmental agencies and public and private groups in the advancement of park and recreation planning and programming;
- b. Develop and maintain a master plan for parks within the Town and, annually, in the month of April, present a report to the City Council.
- c. Review the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the City Council. This includes recommendations regarding the setting of fees. The budget should contain estimates and recommendations for such long-term capital outlay projects as may be necessary to provide for orderly development of park and recreation areas, buildings and facilities;

- d. Study and make recommendations on the acquisition and development of recreation areas, activities and facilities such as playgrounds, buildings, parks, open space and other centers of recreation;
- e. Assist Town staff in the planning of recreation programs for the community, and promote and stimulate public interest therein.

The Park and Recreation Commission shall have the following composition and terms:

Consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of the foregoing representatives shall serve a term of two (2) years. The term of office for the two (2) members ending April 30, 2008 shall be four (4) years. The term of office for the remaining members shall be four (4) years. Thereafter, each term of office shall be four (4) years. The Park and Recreation Commission meets on the first Wednesday of each month at 6:30 p.m. in Holbrook-Palmer Park unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. Screening Committee.

The Screening Committee shall have the following powers and duties:

- a. Interview all applicants for the Planning Commission and committees and commissions as described in Section 1 of this Resolution and make recommendations for appointment(s) to the City Council.

The Screening Committee shall have the following composition and terms:

Consists of two (2) Council Members appointed on a rotational basis so that each member shall serve on the committee before any member serves for a second time. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

9. The Town Center Committee.

The Town Center Committee, an ad hoc committee, shall have the following powers and duties:

- a. Assist the City Council in developing a vision and goals for the Town Center which includes facilities for City Council chambers, Police, Administration, Building, Public Works, Planning and Library functions;
- b. Upon approval of the City Council, the committee may engage Town residents and outside professional services to aid in the visioning process;
- c. Upon approval of the City Council assist in obtaining funds for Town Center improvements.

The Town Center Committee, an ad hoc committee, shall have the following Composition and terms:

Consists of two (2) Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

10. Transportation Committee.

The Transportation Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to transportation within the Town.

The Transportation Committee shall have the following composition and terms: Consists of five (5) members including two (2) Council Members and three appointed members. The term of office shall be four (4) years. The committee meets on the second Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

This Resolution shall be effective immediately upon adoption. The operative date of this resolution for the General Plan Committee and the Park and Recreation Commission shall be thirty (30) days from and after the date of adoption of the Ordinance rescinding Chapters 2.37 and 2.40 of the Atherton Municipal Code. Resolution 98-06 is hereby rescinded.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 18th day of June, 2008, by the following vote.*

AYES:	4	Council Members: J. Carson, Marsala, Janz, McKeithen
NOES:	0	Council Members: None
ABSENT:	0	Council Members: None
ABSTAIN:	0	Council Members: None

/s/ James R. Janz  
James R. Janz, MAYOR  
Town of Atherton

ATTEST:

/s/ Kathi Hamilton  
Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes  
Marc G. Hynes, City Attorney

**EXHIBIT B**

**RESOLUTION NO. 09-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
GOVERNING TOWN COMMITTEES AND COMMISSIONS**

The City Council of the Town of Atherton hereby resolves as follows:

Section 1. Establishment of Committees. The following committees and commissions are established for the Town of Atherton:

1. Arts Committee
2. Atherton Rail Committee
3. Audit Committee
4. Environmental Programs Committee
5. Finance Committee
6. General Plan Committee
7. Park and Recreation Commission
8. Town Center Committee
9. Transportation Committee

Section 2. City Council Rules of Procedure – Staffing – Minutes - Reports.

- All committees and commissions shall follow the City Council Rules of Procedure and the provisions of the California Open Public Meeting Law (Brown Act).
- Each committee or commission shall annually select one of its members to act as Chair and one of its members to act as Vice Chair. In the event a committee or commission is unable to appoint a Chair and/or Vice Chair, the Mayor shall have the authority to make such appointment.
- The City Manager shall have the authority to appoint any Town staff member(s) to serve Town committees and commissions.
- All committees and commissions shall prepare action minutes for the City Council. Draft minutes, that is unapproved minutes, shall be presented to the City Council as soon as possible following the meeting they report.
- Members of committees and commissions are encouraged to advocate to the City Council their position on matters under the purview of their committee or commission. Otherwise, no committee or commission or any of its members shall represent itself or themselves as speaking on behalf of the Town, City Council, and/or committee or commission without prior approval of the City Council. Statements of previously approved City Council policy may be made without additional City Council approval.
- Committees and commissions may provide educational materials to the public regarding the functions and actions of the committee or commission, but shall not engage in advocating to the public any particular position which is contrary to City Council policy.
- Upon request, an annual report shall be provided to the City Council of committee and commission activities for the preceding year.

Section 3: Appointment of Voting Members to Committees and Commissions.

Members other than City Council Members shall be appointed following approval by the City Council. All appointed members shall be registered voters in the Town. Members shall serve at the pleasure of the City Council, or until the expiration of their terms set out below. Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by appointment of the City Council. ~~based upon recommendations of the City Council Screening Committee.~~

Section 4. Powers and Duties – Composition - Terms.

The powers and duties, along with the composition and terms of the Town's committees and commissions, shall be as described below:

- City Council representatives **and any alternates** on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term. **Alternates will participate on committees in the absence of the appointed Councilmembers.**
- Appointed members shall serve no more than two full consecutive terms on the committee or commission to which they are appointed. A member may be reappointed to the committee or commission following a minimum two (2) years hiatus.
- Each January, an annual report shall be provided to the City Council of attendance at committee and commission meetings for the preceding calendar year.
- Unexcused absences of members, other than City Councilmembers, from two or more consecutively scheduled meetings shall result in the automatic vacation of the member's office.
- In the event funding for the committees or commissions is desired, a budget shall be prepared and presented to the City Council for review and approval as part of the Town's regular budget process.
- Any requests by a committee or commission for staff work, information, or assistance from Town Staff shall be made to the City Manager.
- Changes in the dates or time of meetings from the established schedule may be made by majority vote of the committee or commission.

1. Arts Committee.

The Arts Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in matters regarding art awareness including, without limitation, the following goals and objectives:
  - i. Fulfill the requirements of the Rita Corbett-Evans estate;
  - ii. Develop a unique arts program specific to the needs of Atherton and the surrounding community;
  - iii. Provide a base and focal point for arts programs in Atherton;
  - iv. Include a multi-disciplinary range of artistic endeavors including fine, performing, and literary arts as well as crafts.

The Arts Committee shall have the following composition and terms:

Consists of up to ten (10) appointed members. The term of office shall be as follows: Five (5) of the members shall be appointed to a four (4) year term commencing 2008 and ending on April 30, 2012. The remaining members' terms shall be three (3) years commencing 2008 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The Committee meets on the 4<sup>th</sup> Tuesday of each month at 1:00 p.m. in the Holbrook-Palmer Park Garden Room unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

2. Atherton Rail Committee.

The Atherton Rail Committee shall have the following powers and duties:

- a. Act in an advisory capacity to the City Council upon request in all matters pertaining to rail service in and through the Town;
- b. Research and address the specific impacts that high-speed rail and other rail improvements may have on the Town.

The Atherton Rail Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and up to ten (10) appointed members. The term of office for appointed members shall be a four (4) year term commencing 2007 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets on the first Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair. In addition to other members, persons appointed to the Atherton Rail Committee may be appointed to represent and further the interests of Atherton homeowners and particularly those with properties on and along the Caltrain right-of-way. This declaration is made with specific recognition of the provisions of 2 California Code of Regulations Section 18707.4.

3. Audit Committee

The Audit Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town's annual audit;
- b. Provide oversight of the annual audit and present and explain the audit to the City Council with recommendations as to acceptance;
- c. Advise City Council regarding appointment of outside auditors for annual audit;
- d. Review proposed audit scope with outside auditors prior to commencement of annual audit.

The Audit Committee shall have the following composition and terms:

Consists of five (5) members, including two (2) Council Members of the Finance Committee, and three (3) appointed members. The term of office for all appointed members shall end on April 30, 2008. Thereafter, one term shall be for two (2) years ending in April, 2010. The remaining terms shall be for four (4) years ending in April,

2012. Thereafter, the term of office shall be four (4) years. The committee meets as needed in the Conference Room of the Town Administrative Offices.

4. Environmental Programs Committee.

The Environmental Programs Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request on all matters pertaining to the Town's natural and built environment and the Town's regional role and responsibilities as one of the communities on the San Francisco Bay Peninsula.
- b. Develop and propose to the City Council timely and appropriate action plans for the Town to:
  - (i) environmental issues or threats that become matters of concern for the community;
  - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and
  - (iii) technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include but not be limited to global warming and carbon dioxide emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.
- c. Create pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction for presentation to and consideration and approval by, the City Council.

The Environmental Programs Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and ten (10) residents of the Town. The term of office shall be as follows: Five (5) of the appointed members shall be appointed to a two-year term commencing 2007 and ending April 30, 2009. The remaining members' terms shall be four (4) years commencing 2007 and ending April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

5. Finance Committee.

The Finance Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town finances;

- b. Consult with the City Manager on matters pertaining to the budget, capital spending plan and the long range financial plan for the Town;

The Finance Committee shall have the following composition and terms:

Consists of two (2) Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

6. General Plan Committee.

The General Plan Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town planning;
- b. Review the General Plan and make recommendations to the City Council, Planning Commission and Town staff regarding the operation of the ordinances and policies on the subject of Town planning.

The General Plan Committee shall have the following powers and duties:

Consists of two (2) Council Members, two (2) Planning Commissioners and up to five (5) appointed members who are not members of the City Council or Planning Commission. The term of office shall be four (4) years. Planning Commission representatives are selected by the Planning Commission to serve for a term of one (1) year. The committee meets quarterly or more frequently if required on the first Wednesday of the month at 6:00 p.m. in the Town Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

7. Park and Recreation Commission.

The Park and Recreation Commission shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to parks and public recreation and to cooperate with other governmental agencies and public and private groups in the advancement of park and recreation planning and programming;
- b. Develop and maintain a master plan for parks within the Town and, annually, in the month of April, present a report to the City Council.
- c. Review the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the City Council. This includes recommendations regarding the setting of fees. The budget should contain estimates and recommendations for such long-term capital outlay projects as may be necessary to provide for orderly development of park and recreation areas, buildings and facilities;
- d. Study and make recommendations on the acquisition and development of recreation areas, activities and facilities such as playgrounds, buildings, parks, open space and other centers of recreation;
- e. Assist Town staff in the planning of recreation programs for the community, and promote and stimulate public interest therein.

The Park and Recreation Commission shall have the following composition and terms:

Consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of the foregoing representatives shall serve a term of two (2) years. The term of office for the two (2) members ending April 30, 2008 shall be four (4) years. The term of office for the remaining members shall be four (4) years. Thereafter, each term of office shall be four (4) years. The Park and Recreation Commission meets on the first Wednesday of each month at 6:30 p.m. in Holbrook-Palmer Park unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. The Town Center Committee.

The Town Center Committee, an ad hoc committee, shall have the following powers and duties:

- a. Assist the City Council in developing a vision and goals for the Town Center which includes facilities for City Council chambers, Police, Administration, Building, Public Works, Planning and Library functions;
- b. Upon approval of the City Council, the committee may engage Town residents and outside professional services to aid in the visioning process;
- c. Upon approval of the City Council assist in obtaining funds for Town Center improvements.

The Town Center Committee, an ad hoc committee, shall have the following Composition and terms:

Consists of two (2) Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

9. Transportation Committee.

The Transportation Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to transportation within the Town.

The Transportation Committee shall have the following composition and terms: Consists of five (5) members including two (2) Council Members and three appointed members. The term of office shall be four (4) years. The committee meets on the second Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

This Resolution shall be effective immediately upon adoption. Resolution No. 08-24 is hereby superseded and rescinded.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 18<sup>th</sup> day of February, 2009, by the following vote.*

*AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:*

---

Jerry Carlson, Mayor, Town of Atherton

ATTEST:

---

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

---

Marc G. Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: MARC G. HYNES, CITY ATTORNEY**

**DATE: CITY COUNCIL MEETING OF FEBRUARY 18, 2009**

**SUBJECT: PROCEDURES TO REQUEST AN ITEM BE PLACED ON A CITY COUNCIL AGENDA**

#### **RECOMMENDATION:**

Adopt revision to Town of Atherton City Council Rules of Procedure paragraph 5.2 regarding placement of items on meeting agendas.

#### **BACKGROUND:**

The Town of Atherton City Council Rules of Procedure, attached as Exhibit A to this report, currently describe the order and preparation of the agenda (paragraph 5 appearing on pages 5 and 6 of Exhibit A). As presently written, the City Manager controls preparation of the agenda. As a result of three motions passed at the January 30, 2009, meeting, the following revisions have been made to paragraph 5.2 of the City Council Rules of Procedure to read as follows:

“5.2 Agenda Preparation The agenda shall be prepared in accordance with the preparation procedure as directed by the City Manager, **provided, however, as follows:**

**1. "Should any Councilmember request an item be placed on an agenda, that request shall be delivered to the City Manager who will place the item on the next regular meeting agenda for discussion by the City Council and determination by the Council as to placement on a future agenda for action. At the time the request is made to the City Manager, the Council member shall include a summary of the item."**

**2. Any two (2) Councilmembers may request the City Manager place an item on an agenda. The City Manager shall place the item on an agenda at a regular city council meeting no later than two (2) regular meetings following the request. No more than one (1) request per meeting shall be placed on any agenda. The added item shall be placed at the end of**

**the agenda. No more than thirty (30) minutes of staff time shall be spent in connection with the item.**

**3. For any agenda item proposed by a Town Committee or Commission, the City Manager will place the item on an agenda no later than two regular meetings following the date of the request.”**

**FISCAL IMPACT:**

None.

Prepared By:

Approved By:

*/s/ Marc Hynes* \_\_\_\_\_

Marc G. Hynes  
City Attorney

\_\_\_\_\_  
Jerry Gruber  
City Manager

Attachments: Exhibit A

**Exhibit A**



**TOWN OF ATHERTON**

**CITY COUNCIL**

**RULES OF PROCEDURE**

**As Amended:  
June 18, 2008  
October 19, 2005  
April 16, 2003  
First Adopted**

**June 19, 2002**

**RULES OF PROCEDURE**

**1. Authority**

As provided by California Government Code Section 36813, the City Council establishes these Rules of Procedure for the conduct of meetings. The following Rules shall be in effect upon their adoption by the City Council and until such time as they are amended or new rules adopted in the manner provided by these Rules.

**2. General Rules**

2.1 Public Meetings All meetings (except closed sessions as provided by State law) of the Council shall be open to the public.

2.2 Meeting Dates/Times Regular meetings will be held on the third Wednesday of each month. Adjourned regular or special meetings may be called by the Mayor or a majority of the Council. All regular meetings will convene at 7:00 p.m. unless noticed at a different time by publishing a notice and/or posting a notice as required by Section 5.3.

2.3 Quorum Three members of the Council shall constitute a quorum necessary to transact business. In the event a quorum is not in attendance, those attending will be named in the minutes, and they shall adjourn the meeting to a later set time. If no one is present, the Clerk shall adjourn the meeting to a later date and post notice of that fact pursuant to Government Code Section 36811.

2.4 Compelling Attendance Members must notify the Presiding Officer for the issuance of an "excused absence" when they are unable to attend, which shall be granted. The member may notify the City Manager or City Clerk if the Presiding Officer is not available and the City Manager or City Clerk will notify the Presiding Officer of the request; or it will be noted in the minutes as an unexcused absence. In the event of perpetual absence by members, the Council may adjourn from day to day to compel attendance under the penalties prescribed by law. The seat of a member with two or more consecutive unexcused absences from regular council meetings shall be vacated pursuant to Government Code Section 36513(b).

2.5 Minutes of Proceedings An account of all public proceedings of the City Council shall be recorded by the City Clerk and entered into official minute

books of the Council. These minutes shall be available to the public following approval by the Council.

2.6 Right of Floor Any member desiring to speak shall first be recognized by the Mayor and shall, with the exception of Public Comments, confine any remarks to the subject under consideration.

2.7 Rules of Order Except in cases of conflict with these Rules, Robert's Rules of Order shall be used as a non-binding guide to govern the proceedings of this Council.

2.8 City Manager The City Manager shall attend all meetings of the Council unless excused, and in the City Manager's absence, a designee shall substitute. The City Manager may make recommendations and shall have the right to take part in all discussions of the Council, but shall have no vote.

2.9 City Attorney The City Attorney shall attend all meetings of the Council unless excused, and in the City Attorney's absence, a designee shall substitute. The City Attorney, upon request of the City Council or authorized representatives, shall give opinions, either written or oral, on questions of law and shall act as the Council's parliamentarian.

2.10 City Clerk The City Clerk shall attend all meetings of the Council unless excused, and in the City Clerk's absence, the Deputy City Clerk shall substitute. The City Clerk shall record, prepare and maintain the official record of the Council and perform other related duties as prescribed by the Council and/or City Manager.

2.11 Department Heads/Employees Department Heads/Employees, as described by the City Manager or requested by the Council, shall attend Council meetings.

### **3. Types of Meetings**

3.1. Regular Meetings Unless otherwise designated by the Council, the Council shall meet in the City Council Chambers for all regular meetings. The regular meetings shall begin at 7:00 p.m. on the third Wednesday of each month, unless otherwise specified by posted notice. If the meeting date should fall on a legal holiday, the Council shall meet at a time and date so designated by the Council.

3.2 Adjourned Meetings Any meeting of the City Council may be adjourned to a later date, place, and time provided no adjournment is for a longer period than the next regularly scheduled meeting.

3.3 Special Meetings Special meetings may be called by the Mayor or by a majority of the Councilmembers. The call for a special meeting must specify

the day, hour, and place and shall specify the subject(s) to be considered. Twenty-four hours notice must be given prior to the meetings. Only matters specified in the notice may be discussed at special meetings. Notice shall be posted as required by law.

3.4 Closed Session Meetings Closed sessions, formerly referred to as Executive Sessions, may be held in accordance with the provisions of the Brown Act (Government Code Section 54954.5).

3.5 Study Session Meetings The Council may meet informally in Study Sessions called by the Mayor or the majority of Councilmembers. Study Sessions are open to the public and are meetings for purposes of the Brown Act. Council may not take any formal action at study session meetings. Meeting notice requirements are contained in Section 2.2.

3.6 Media Attendance All meetings (except Closed Sessions) of the City Council and Commissions shall be open to the media, and may be recorded by tape, radio, television, and photography, provided such recordings do not interfere with orderly conduct of the meetings.

#### **4. Mayor - Duties**

4.1 Mayor The Mayor is elected by members of the Council for a one-year period. No member shall serve as Mayor for consecutive terms. The City Council shall meet at least annually to choose one of its members as Mayor.

4.2 Vice Mayor The Vice Mayor shall be selected annually by a Council majority vote. No member shall serve as Vice-Mayor for consecutive terms.

4.3 Presiding Officer The Mayor, if present, shall preside. In the Mayor's absence, the Vice Mayor shall preside. In the absence of both, the Councilmembers present shall elect a temporary Presiding Officer.

4.4 Call to Order The Mayor or Vice Mayor shall call the meeting to order at the hour appointed. In the absence of both, the meeting shall be called to order by the City Clerk and those Councilmembers present shall proceed to elect a temporary Presiding Officer.

4.5 Preservation of Order The Presiding Officer shall preserve strict order and decorum, shall prevent verbal attacks on Councilmembers, staff, and/or citizens, and confine debate to the item under discussion.

4.6 Point of Order The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the entire Council. If an

appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?"

4.7 Motion to be Stated The Presiding Officer shall state all motions submitted for a vote and announce the result. A roll call vote shall be taken upon ordinance, resolution, and at the request of any member.

4.8 Mayor Proclamations Mayor Proclamations will be issued at the discretion of the Mayor for various purposes including:

- A. Recognizing individuals and organizations whose contributions and achievements have community-wide significance;
- B. Calling public attention to a significant community event, service or program;
- C. Highlighting a special period of observance, celebration, or recognition for community, regional, state, or national occasions.

Mayor Proclamations do not need formal Council action or approval and individual Councilmembers can request through the Mayor that proclamations be issued. All public requests for proclamations should be directed to the City Manager or Mayor for review.

It will be at the discretion of the Mayor to determine whether it is appropriate to present the proclamation at a Council meeting.

Proclamations will be issued to recognize legitimate and significant community achievements, contributions, and occasions. These forms of recognition are not intended for partisan, commercial or narrow individual purposes which are inconsistent with the overall policies of the City Council.

## **5. Order/Preparation of Agenda**

### **5.1 Order of Business**

- 1. Call to Order, Pledge of Allegiance, Roll Call
- 2. Presentations
- 3. Council Reports
- 4. Public Comments
- 5. Staff Reports
- 6. Community Organization Roundtable Report
- 7. Consent Agenda
- 8. Regular Agenda/Public Hearings

9. Public comments
10. Adjournment

5.2 Agenda Preparation The agenda shall be prepared in accordance with the preparation procedure as directed by the City Manager. The agenda shall be delivered to the Mayor, Councilmembers, and Library after 5:00 p.m. on the Friday preceding the Wednesday meeting. Council materials are available for public review at the Library the Saturday, and at the City Administrative Office beginning on the Monday, before the regular Wednesday Council meeting.

5.3 Agenda Posting The City Clerk shall post an agenda at least 72 hours before a regular meeting at the following locations: (a) Atherton Town Offices, 91 Ashfield Road (lobby); (b) Atherton Branch Library, 2 Dinkelspiel Lane; (c) Atherton Train Station Bulletin Board; (d) Rosewood @ Green Oaks Bulletin Board; (e) Atherton @ Selby Lane Bulletin Board, (f) Town Council Chambers, 94 Ashfield Road. The agenda shall specify the time, date, and location of the meeting and contain a brief description and proposed action of each item of business to be transacted or discussed at the meeting.

5.4 Minutes Unless requested by Council, minutes may be approved without reading if the City Clerk previously furnished a copy to each member and the Library.

5.5 Public Comments (See also Citizens' Rights, Section 6) During Public Comments, any person may address the Council, provided that the item (1) is of interest to the public and is within the subject matter jurisdiction of the Council and (2) is not otherwise on the agenda.

5.6 Consent Agenda Items listed under the Consent Agenda are those items staff believes will not require Council discussion and are routine in content. Also listed under the Consent Agenda are resolutions confirming action from a previous meeting which are brought back for approval of form rather than approval of action. Items may be removed by any Councilmember for separate discussion for clarification and/or upon request by any member of the public who wishes to speak on that item.

5.7 Regular Agenda/Public Hearings Items requiring a public hearing will be noticed as required by law.

5.8 Actions Limited to Posted Agenda The City Council shall not take action on any item not appearing on the posted agenda except under the conditions permitted by Government Code Section 54954.2 (Brown Act).

## 6. Citizens' Rights

### 6.1 Addressing the Council

(1) Any person may address the Council on the following portions of the agenda:

- (a) Public Comments, as provided in Section 5.5.
- (b) Public hearings, as provided in Sections 8.1 and following.
- (c) When invited by the Mayor, all other portions of the agenda prior to the vote, if any, being taken.

(2) The following shall apply:

- (a) Each person addressing the Council shall step to the podium and give their name and address (optional) for the record.
- (b) A time limit may be imposed by the Council on each speaker depending on the subject matter. (Exception: See "Public Hearing Procedures" under Section 8.1 and following.)
- (c) All remarks shall be directed to the Mayor and Council as a body and not to any particular member.
- (d) No person, other than members of the Council and the person having the floor, shall be permitted to enter into the discussion.
- (e) No question shall be asked of Councilmembers except through the Mayor.

6.2 Personal and Slanderous Remarks Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous may be requested by the Mayor to leave the meeting. The Mayor shall discourage demonstrations before the Council, such as applauding or "booing". Upon instructions by the Mayor, a Sergeant-at-Arms may be called for the purpose of removing any person who, in the Mayor's judgment, has violated the rules of conduct and has disrupted the meeting. The Mayor appoints a person to fulfill the responsibilities of the Sergeant-at-Arms at the beginning of each meeting if he/she deems it to be necessary.

6.3 Reading of Protests Interested persons, or their representatives, may address the Council for the reading of protests, petitions or communications relating to the matter under consideration if a majority of the Council agree that the person should be heard.

6.4 Written Communications Any citizen may submit written comments to the Council through the City Clerk or City Manager's office and request that Council receive copies in the agenda packet provided such written comments are received four business days before the scheduled Council meeting. Written comments can be filed with the City Clerk or City Manager's office up to the time of the meeting and distributed to the Council at the meeting.

6.5 Printed Materials Printed materials contained in the agenda packet will be available upon request after the meeting is adjourned. There may be a copy charge, based on the Town's current copy fee, if printing is necessary. If the action taken requires retyping, the document will be available in Town Hall the next business day, as soon as the retyping is complete.

## **7. Ordinances, Resolutions and Contracts**

7.1 Document Preparation All ordinances and resolutions shall be approved by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by a majority vote of the Council or prepared by the City Attorney on the City Attorney's own initiative.

7.2 Document Approval All ordinances, resolutions, and contracts shall, before being placed on the agenda, be approved as to form and legality by the City Attorney. Additionally, all these documents shall be reviewed by the City Manager.

7.3 Ordinance Introduction/Adoption Except as to urgency ordinances, unless a member requests a full reading, a proposed ordinance will be introduced by the reading of the title only. Ordinances introduced by first reading shall not be adopted within five days of the introduction or at other than regular Council meetings. If the ordinance carries an emergency clause, introduction and adoption may occur at the same meeting.

7.4 Majority Vote Required An affirmative vote of at least a majority of a quorum of the Council shall be necessary to adopt an ordinance. Urgency (emergency) ordinances must be adopted by the affirmative vote of at least four members of the Council. Resolutions, motions, and any other matters may be adopted by the majority present.

7.5 Ordinance Preservation Following adoption of an ordinance, the City Clerk will assign a number to the ordinance, and post according to law. The ordinance shall be filed and preserved in the City Clerk's office.

## **8. Procedures Regarding Public Hearings**

8.1 Introduction Mayor announces subject of the public hearing.

### **8.2 Staff and Written Material Presentation**

1. Staff summary report and other written material included in the agenda packet is received and filed. Written comments not in the agenda packet (e.g. protests, etc.) are noted for the record.
2. Written material not in the agenda packet, if any, is received and filed.
3. Staff report, if any, is presented by staff member.
4. Staff responds to Councilmember questions.
5. Mayor declares the public hearing open.

### **8.3 Public Comment**

1. Purpose is to provide opportunity to concerned members in the audience who wish to testify in support or opposition to the matter being heard.
2. Mayor instructs members of the audience: (a) speak from the podium; (b) to give their name and address (optional) before speaking; (c) a time limit for each speaker may be designated; and (d) that repetition should be avoided.
3. The applicant/representative will normally speak first.
4. Questions by speakers will be noted prior to Council deliberation.
5. Mayor declares the public hearing closed.

### **8.4 Council Deliberations**

1. After the Mayor has determined that no other member of the audience wishes to speak, the matter is returned to the City Council for deliberation.
2. The Council may ask questions of speakers for clarification.
3. The Council makes a motion and debates.

## 8.5 Council Action

1. Council at this time may re-open and continue the public hearing.
  - (a) This should be done if any additional information is requested (e.g. a staff report).
  - (b) Continuing a public hearing to a specific date does not require additional notice.
2. Council may:
  - (a) Vote on the item;
  - (b) Offer amendments or substitute motions and re-open the hearing allowing additional public comment;
  - (c) Continue the matter to a later date for a decision. (Note: no additional reports or testimony may be received after the hearing has been closed).

## 9. City Council Committees

- 9.1 Establishment – Appointment of Council Members Thereto. At the regular meeting in January, the Mayor shall appoint Council members to serve on various committees for a one year term. Committees shall be created and members appointed thereto in accordance with rules and regulations set out by the City Council by Resolution No.08-24 and as amended.
- 9.2 Appointment of Voting Members to City Council Committees. Appointment of voting members to City Council Committees shall proceed as provided by the terms and provisions of separate resolution and as amended. Committees shall be created and members appointed thereto in accordance with rules and regulations set out by the City Council by Resolution No.08-24 and as amended.
- 9.3 City Council Review of Town Committee Decisions. City Council Members on Town committees may bring any decision of the committee to the full City Council for final determination. Pending such action by the full City Council, any such decision shall be suspended.

9.4 Committees of City Council.

a. Standing Committees: Any standing committee of the Council shall be subject to the same rules of procedure as the City Council. Each standing committee is comprised of two Council Members appointed by the Mayor, and is staffed by the appropriate staff members. The standing committees are:

1. Atherton Channel Drainage District Committee.

Consisting of three members including two Council Members, and one resident of the Town. The committee meets on an as needed basis in the City Council Chambers.

2. Audit Committee. Consisting of seven members,

including two Council Members of the Finance Committee, and five residents of the Town. The committee meets quarterly in the Conference Room of the Town Administrative Offices.

3. Budget and Finance Committee. Consisting of two

Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

4. Buildings and Facilities Committee. Consisting of two

Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

5. Transportation Committee. Consisting of five members

including two Council Members and three residents of the Town. The committee meets quarterly on the second Tuesday of the month at 6:00 p.m. in the City Council Chambers.

6. Screening Committee. Consisting of two Council

Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

7. Waste Reduction and Recycling Committee.

Consisting of five members including two Council Members and three residents of the Town. The committee also includes the City Manager, Town Arborist, a SBWMA representative, and a representative of the franchise waste hauler. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices.

b. Ad Hoc Committees. Any ad hoc committee of the Council shall be subject to the same rules of procedure as the City Council. Each ad hoc

committee is comprised of two Council Members appointed by the Mayor, and is staffed by the appropriate staff members. The ad hoc committees are:

1. Cal Train Corridor Committee. Consisting of thirteen members including two Council Members and up to eleven residents of the Town. The committee meets on the first Tuesday of each month at 7:00 p.m. in the City Council Chambers.

9.5 City Council Review of City Council Committee Decisions. City Council Members on City Council-appointed committees may bring any decision of the committee to the full City Council for final determination. Pending such action by the full City Council, any such decision shall be suspended.

## **10. Suspension and Amendment of These Rules**

10.1 Suspension Any provision of these rules not already governed by the Atherton Municipal Code may be temporarily suspended by a majority vote by the Council.

10.2 Amendment These rules may be amended by additions or deletions or new rules adopted by a majority vote of the Council provided the proposed amendment or new rules are introduced into the record at a prior Council meeting.

## **11. Miscellaneous Rules**

11.1 Roll Call Votes Upon demand by any Councilmember, made before the "Nays" are called for, a roll call vote shall be taken on the motion before the Council. The Mayor's name shall be called last with other members' names called at random by the City Clerk. Members shall not give explanations for their vote during roll call.

11.2 Silence During a collective vote ("Ayes", "Nays" or "Abstain"), silence by any member denotes an affirmative vote.

### **11.3 Continuance of an Item**

1. Continuance by a Councilmember: Any Councilmember may, with the consent of the Council, continue an item (not subject to a deadline) to the next agreed upon meeting. If the Councilmember will not be in attendance at the meeting, the Councilmember's request to continue an item should be personally conveyed to the Mayor or City Manager prior to the meeting.

2. **Continuances Requested by Someone Not a Councilmember:**  
Anyone may request a continuance of an item by the Council. A request for a continuance may be granted by vote of the Council only if it finds that (1) the need for the continuance was beyond the control of the person requesting it, and (2) the need for the continuance arose after (a) the date of the notice of public hearing was published if the item is subject to a public hearing, or (b) the time the Council agenda was posted for items not subject to a public hearing.

11.4 **Personal Privilege** The right of a Councilmember to address the Council on a question of personal privilege shall be limited to cases in which the integrity, character, or motives of the Councilmember is in question, or where the welfare of the Council is concerned. The Councilmember may not interrupt the speaker, however, until recognized by the Mayor

11.5 **Protests** Any member shall have the right to enter into public record reasons for dissent or protest against any action carried by the majority.

11.6 **Motion to Reconsider** A motion to reconsider any action taken by the Council may be made in accordance with the following:

1. The motion must be made by a member of the prevailing side, although it may be seconded by any Councilmember.
2. The motion must be made prior to the adjournment of the meeting at which the original action was taken.
3. The motion is debatable and has precedence over a pending motion.

11.7 **Representations of Town and/or City Council policy**

Council members shall not represent themselves as speaking on behalf of the Town and/or the City Council without prior approval of the City Council. The statements of previously approved City Council policy may be made without additional City Council approval.

## **12. Rules of Debate**

12.1 **Mayor as Presiding Officer** The Mayor may move, second, and debate from the Chair, and shall not be deprived of any rights and privileges of a Councilmember.

12.2 **Appeals** Any ruling of the Mayor may be appealed at the request of a Councilmember. The Mayor shall call for a roll call vote to determine if the ruling is upheld.

12.3 Precedence of Motions When a motion is before the Council, no motion shall be addressed except for the following:

- Motion to Amend
- Motion to Postpone
- Motion to Table

1. A Motion to Amend may be debated on the subject of the amendment. An amendment which modifies the motion before the Council is proper. If the intent of the Motion before the Council is changed by the amendment, a substitute Motion should be made. Amendments are voted on first. Upon the completion of these votes, the original motion as amended is voted upon. A motion may be amended more than once. Each amendment to a motion is voted on separately. There shall be only one motion to amend on the floor at any one time.
2. A Motion to Postpone. Adoption of a Motion to Postpone ends discussion of the matter which is postponed. A Motion to Postpone an item to a definite time is debatable. The motion also may be amended. Debate and the subject of the amendment must relate to the propriety of postponement and/or the time set for the postponement.
3. A Motion to Table results in temporarily passing by the item which is the subject of the motion. An item which has been tabled may be returned to the agenda at any time before the adjournment of the next regular meeting. If the item has not been taken from the table by that time, the item is deemed rejected.

APPROVED AS TO FORM:

*/s/ Marc G. Hynes*

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Marc G. Hynes, City Attorney

**ITEM 23**

**ADOPTION OF MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF ATHERTON AND THE  
ATHERTON POLICE OFFICERS' ASSOCIATION FOR  
THE PERIOD OF JULY 1, 2008 THROUGH SEPTEMBER  
30, 2012**

*The staff report for this item will be delivered to the Council  
under separate cover on Tuesday, February 17, 2009.*



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JEROME GRUBER, CITY MANAGER**

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING THE MID-YEAR BUDGET  
ADJUSTMENTS FOR FY 2008-09**

### **RECOMMENDATION**

Adopt the Resolution Approving the Mid-Year Budget Adjustments for FY 2008-09.

### **DISCUSSION**

To prepare for the mid-year budget review for FY 2008-09, staff is using a very conservative approach in projecting revenues and is relying on financial data which is still being reconciled. As a result, the projection may be the best estimate at the present time.

#### **Revenues**

Due to the current economic climate and the need to refund two years of business license tax, staff is recommending that the General Fund revenues for FY 2008-09 be adjusted down by (\$2,049,004). The most significant revenue adjustments are to reduce the business license revenue by (\$1,105,000) and building permit revenue by (\$500,000).

In addition, supplemental property tax projection and document transfer tax are being reduced by (\$85,000) and (\$50,000) to reflect the current housing market condition. Sales tax projection is reduced by (\$68,000) to reflect the level of sales activities. Investment income is projected to be lower by (\$200,000) due to the low interest rate.

SMIP fee is a fee collected on behalf of other agency and should not be considered as income. Therefore, the SMIP fees projected for FY 2008-09 is being adjusted to zero.

Due to the funding cut for the REACT Task Force, (\$84,180) is being reduced from the REACT reimbursement income. To make up for the loss of revenue, the Police Department is reducing their expenditure budget by the same amount.

When the City Council approved the CA State 911 phone upgrade, \$96,606 was the total cost of the Zetron system which was budgeted in the Police Department expenditure budget, with a \$54,500 reimbursement income to be received from the State of California. Staff found out that the State is going to reimburse the \$545,00 directly to the vendor. As a result, the reimbursement revenue projected and the Police Department expenditure budget are being reduced to reflect the change.

### **Expenditures – General Fund**

Based on the seven month actual expenditures data, all the City departments with the exception of Legal (City Attorney) are expected to come within budget approved. Although the City Manager Department consisting of City Manager, City Clerk, and Human Resources is showing a higher expenditures at January 31, 2009. This department is managing the budget and is expected to come within budget.

To ensure that legal invoices can be paid, staff is requesting an additional \$100,000 to fund the remaining months of legal services till June 30, 2009.

Planning budget will be increased by \$5,783 for Pacific Municipal Consulting expanded services for zoning code update which have been approved previously by City Council.

Police Department is participating in the “Click IT or Ticket” program and is requesting an additional overtime budget of \$15,000 which will be reimbursed by the program grant.

It seems that the retiree health care costs have not been properly budgeted in FY 2008-09. Staff is recommending that the City Council appropriate \$97,200 to cover the costs in the Non-Department budget.

In addition, a \$23,745 budget is needed for the interim work to be performed by Maze & Associates for the FY 2008-09 audits which will occur in June 2009.

### **Expenditures – Other Fund**

To pay for the approved Disaster Preparedness Committee request for communication van and other accessories, staff is recommending that the City Council appropriate \$40,000 from the Equipment Operation Fund #610.

To pay for the NBS cost allocation plan and fee study, business license refund assistance from MuniServices, and Nicolay Consulting to perform the GASB 45 (retiree health care cost) study,

staff is recommending that the City Council appropriate \$67,400 from the Administrative Services Fund #612 to pay for these services which have been previously approved by the City Council.

The Town is in desperate need for a new financial software to replace the current DOS software that is cumbersome and not efficient. Both the Finance staff and management team could not get accurate financial information to make informed decision. Staff is recommending that the City Council appropriate \$64,300 from the Computer Services Fund #611 to cover the first installment and training costs for the acquisition of Springbrook, two servers to replace outdated servers, a tracking system for internet use. For the Springbrook purchase, staff is submitting a separate staff report and contract on the February 18, 2009 agenda for City Council review and approval.

To prepare for the upcoming expiration of the Special Parcel Tax and the issue with Road Impact Fee, staff is recommending that the City Council appropriate \$40,000 from the Special Tax Fund #201 to pay for the polling and consulting services to assist the Town. Discussion will be made with City Council before the fund is used. Staff is also recommending that the City Council appropriate \$13,190 from the Road Impact Fee Fund #204 to engage the service of Kimley-Horn for the road impact study.

### **FISCAL IMPACT**

The attached exhibits provide a review of revenues and expenditures history for the Town. In sum, staff is projecting a deficiency of General Fund revenues over expenditures by (\$2,147,416). In order to have a balanced budget as required by law, the use of General Fund reserve (fund balance) will be necessary to mix up for the deficiency unless alternative can be developed. It is important that as a sound fiscal policy, the Town continues to maintain a healthy fund balance to weather down turn in the economy.

Prepared by:

Approved by:

\_\_\_\_\_  
Louise Ho  
Finance Director

\_\_\_\_\_  
Jerome Gruber  
City Manager

Attachment:

- Resolution of the City Council of the City of Sausalito Approving Mid-year 2008-09 Budget Adjustment
- Exhibit A General Fund Mid-Year 2009 Revenues & Expenditures Review
- Exhibit B General Fund Mid-Year 2009 Supplemental Expenditure Request
- Exhibit C Other Funds Mid-Year 2009 Supplemental Request

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON APPROVING MID-YEAR 2008-09  
BUDGET ADJUSTMENTS**

WHEREAS, it is the goal of the City Council to continue to provide the highest level of cost-effective service to Atherton's residents within the funds available; and,

WHEREAS, the City Council annually conducts a mid-year budget review to ascertain the performance of all City departments in meeting their budget objectives, review revenue trends and make budgetary adjustments for unforeseen and emergency expenses; and,

WHEREAS, the City Council wishes to modify the FY 2008-09 budget to reflect that mid-year budget review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2008-09 Town Budget to enact the changes identified on Exhibit A, B, and C, attached hereto.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the    day of    ,    , by the following vote:

AYES:            Council Members:  
NOES:            Council Members:  
ABSENT:         Council Members:  
ABSTAIN:        Council Members:

\_\_\_\_\_  
Jerry Carlson  
MAYOR OF THE TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Kathi Hamilton  
ACTING CITY CLERK

Town of Atherton					
General Fund				Exhibit A	
Mid-Year Revenues and Expenditures Review - General Fund					
FY 2008-09					
		58.3%			
Description	Adopted Budget FY08/09	Adj. Actual Jul 08 thru Jan 09	% of Annual Budget	Mid-Year Adjustment	FY 2009 Projected
<b>Revenues</b>					
Secured	4,299,782	2,258,525	52.5%		4,299,782
Unsecured	250,000	268,806	107.5%	18,806	268,806
SB813 Redemption	150,000	29,475	19.6%	(85,000)	65,000
Home Owners Prop Tax Re	31,500	15,943	50.6%		31,500
Local Sales & Use Tax	115,000	43,710	38.0%	(30,000)	85,000
Public Safety Sales Tax	69,000	26,474	38.4%	(15,000)	54,000
IN LIEU SALES TAX/TRIPLE FLIP	54,235	15,764	29.1%	(23,000)	31,235
Franchise Taxes-PG&E	225,000	-	0.0%		225,000
Franchise Tax-Cal Water	84,000	-	0.0%		84,000
Franchise Tax-BFI	173,000	91,537	52.9%		173,000
Franchise Taxes-Cable	88,000	75,209	85.5%	22,000	110,000
Document Trsf Tax	250,000	99,406	39.8%	(50,000)	200,000
Motor Vehicle In-Lieu	641,300	320,614	50.0%	(17,630)	623,670
Motor Veh. Lic Fees (MVLFF)		4,982	100.0%	25,000	25,000
Business Licenses	450,000	133,921	29.8%	(425,000)	25,000
Prior Year Business License Refund				(680,000)	(680,000)
Home Occupation	6,000	1,850	30.8%	(3,000)	3,000
Building Permit	1,300,000	388,485	29.9%	(500,000)	800,000
Encroachment	110,000	126,807	115.3%	60,000	170,000
Other Licenses & Permit	-	325	100.0%	500	500
Landscape Fee	4,000	(5,000)	-125.0%		4,000
Vehicle Code Fines	30,000	5,396	18.0%		30,000
Other Fines & Forfeit	11,000	8,715	79.2%		11,000
ERAF Subvention	468,206	-	0.0%		468,206
Ca State 911 Reimb	54,500	-	0.0%	(54,500)	-
POST Reimb	20,000	6,484	32.4%		20,000
Other Reimbursements	60,000	40,894	68.2%		60,000
SB 90 reimbursement	-	-	0.0%		-
Grants	40,000	7,530	18.8%		40,000
React Task Force Reimb	140,000	27,485	19.6%	(84,180)	55,820
Elections Processing Fee	-	2,000	100.0%	2,000	2,000
Document/Research Fee	400	-	0.0%		400
Photocopy Fee	4,000	4,288	107.2%	2,000	6,000
Alarm Sign Fees	600	330	55.0%		600
Vehicle Release	1,500	1,440	96.0%	1,000	2,500
Police Report	3,000	1,240	41.3%		3,000
Special Service Fee	4,500	372	8.3%	(2,500)	2,000
Post Office	55,000	25,881	47.1%		55,000
SMIP Fees	11,000	-	0.0%	(11,000)	-

Town of Atherton					
General Fund				Exhibit A	
Mid-Year Revenues and Expenditures Review - General Fund					
FY 2008-09					
		58.3%			
Description	Adopted Budget FY08/09	Adj. Actual Jul 08 thru Jan 09	% of Annual Budget	Mid-Year Adjustment	FY 2009 Projected
Application Fee	35,000	9,225	26.4%		35,000
Zoning & Planning Fees	37,000	24,750	66.9%		37,000
Plan Check	365,000	256,964	70.4%		365,000
Social Fees	35,000	77,418	221.2%		35,000
Meeting Fees	65,000	33,094	50.9%		65,000
Class Fees	16,000	8,403	52.5%		16,000
Weddings	90,000	25,173	28.0%		90,000
PARK DAY USE FEE	-	399	100.0%	500	500
Interest Income	400,000	-	0.0%	(200,000)	200,000
Cellular One	36,000	14,894	41.4%		36,000
Property Rental-Playscl	75,000	39,048	52.1%		75,000
Sale of Property	-	732	100.0%		-
Donations/Contributions	24,000	25	0.1%		24,000
Miscellaneous Income	10,000	4,683	46.8%		10,000
Transfers in from Gas Tax	100,000	58,333	58.3%		100,000
Transfers in from GFCIP	150,000	87,500	58.3%		150,000
<b>Total Revenues</b>	<b>10,642,523</b>	<b>4,669,528</b>	<b>43.9%</b>	<b>(2,049,004)</b>	<b>8,593,519</b>
<b>EXPENDITURES</b>					
City Council	37,277	24,548	65.9%		37,277
City Manager	737,136	479,397	65.0%		737,136
City Attorney	206,228	194,623	94.4%	100,000	306,228
Non-Dept				120,945	120,945
Finance	442,256	231,172	52.3%		442,256
Planning	360,154	162,490	45.1%	5,783	365,937
Building	1,182,099	614,439	52.0%		1,182,099
Police	5,151,586	2,830,691	54.9%	(123,680)	5,027,906
Public Works & Park	2,521,151	1,209,873	48.0%		2,521,151
<b>Total Expenditures</b>	<b>10,637,887</b>	<b>5,747,233</b>	<b>54.0%</b>	<b>103,048</b>	<b>10,740,935</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>4,636</b>	<b>(1,077,705)</b>	<b>-23246.5%</b>	<b>(2,152,052)</b>	<b>(2,147,416)</b>
<b>Analysis of Fund Balance - General Fund:</b>					
Ending Fund Balance 6/30/07 per audit					9,841,723
Projected Net Change FY 2008					
- transfer to building fund				(1,805,144)	
- San Mateo County investment loss				(282,542)	
- deficiency of revenues over expenditures				(115,851)	(2,203,537)
Projected Fund Balance 6/30/08					7,638,186

Town of Atherton					
General Fund					Exhibit A
Mid-Year Revenues and Expenditures Review - General Fund					
FY 2008-09					
		58.3%			
Description	Adopted Budget FY08/09	Adj. Actual Jul 08 thru Jan 09	% of Annual Budget	Mid-Year Adjustment	FY 2009 Projected
Projected Net Change FY 2009:					
- prior years business license refund					(680,000)
- deficiency of revenues over expenditures	(bus lic \$425,000; bldg permit \$500,000, interest \$200,000)				(1,467,416)
Projected Fund Balance 6/30/09					5,490,770
Budget Stabilization Reserve 15% of GF Exp					1,595,683
Emergency Disaster Reserve 15% of GF Exp					1,595,683
GASB 45 unfunded retiree health care liability					500,000
Compensated Absences as of 6/30/08					737,806
Future Building Inspection					769,057
Unreserved, Designated for Bus License Refund					817,000
Unreserved, Undesignated					1,622,957
Projected Fund Balance 6/30/08					7,638,186
Budget Stabilization Reserve 15% of GF Exp					1,611,140
Emergency Disaster Reserve 15% of GF Exp					1,611,140
GASB 45 unfunded retiree health care liability					500,000
Compensated Absences as of 6/30/09					774,696
Future Building Inspection					769,057
Unreserved, Undesignated					224,736
Projected Fund Balance 6/30/09					5,490,770



Town of Atherton		
Supplemental Request FY 2009		
Other Funds	<b>Exhibit C - Other Fund</b>	
		Mid-Year <u>Adjustment</u>
<b><u>Equipment Operations</u></b>		
	Disaster Preparedness Committee Re-appropriate budget carryover from FY 2007-08 approved on 12/17/08	16,650
	Disaster Preparedness Committee add'l appropriation for FY 2008-09 approved on 12/17/08	23,350
		<b>40,000</b>
<b><u>Administrative Services</u></b>		
	Cost allocation plan and comprehensive fee study - NBS	37,400
	Additional scope for building fee study - NBS	4,000
	Business license tax refund - MuniServices	15,000
	GASB 45 actuarial study - Nicolay Consulting	11,000
		<b>67,400</b>
<b><u>Computer Services</u></b>		
	Springbrook Financial Software 1/5 install payment and training costs	48,000
	Springbrook Server & 2 cash registers	7,000
	Websense Enterprise tracking software licenses	2,800
	Server	6,500
		<b>64,300</b>
<b><u>Road Impact Fee</u></b>		
	Road Impact Fee - Kimley -Horn	13,190
<b><u>Special Parcel Tax</u></b>		
	Polling and consulting services	40,000

**ITEM 25**

**APPROVAL OF SPRINGBROOK FINANCIAL SOFTWARE LICENSE AGREEMENT; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR TURNKEY SERVICES; AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENTS**

*The staff report for this item will be delivered to the Council under separate cover on Tuesday, February 17, 2009.*



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE FILING OF  
AN APPLICATION FOR AMERICAN RECOVERY AND  
REINVESTMENT ACT OF 2009 (ARRA) FUNDING FOR  
THE ATHERTON AVENUE RECONSTRUCTION  
PROJECT AND STATING THE ASSURANCE TO  
COMPLETE THE PROJECT**

#### **RECOMMENDATION:**

Adopt a Resolution of Local Support for American Recovery and Reinvestment Act of 2009 (ARRA) Funding for the Atherton Avenue Reconstruction Project, authorizing the filing of an application for federal ARRA funding and stating the assurance to complete the project.

#### **INTRODUCTION:**

Federal Economic Stimulus (ES) funding for transportation projects is anticipated in the very near future. The City County Association of Governments (CCAG) and the Metropolitan Transportation Commission (MTC) have evaluated the package and predicted that Atherton may stand to receive between \$206,000 and \$257,000, depending on the exact formula in the final federal legislation.

Atherton Avenue was chosen because it is the only street that is eligible for federal funding with valley gutter which allows it to be reconstructed with absolutely no environmental impacts. Only streets on the California Road System (CRS), primarily arterials and collectors, are eligible for federal funding. Streets with environmental

impacts are likely to be held up in the Caltrans process and be unable to meet the timelines of the federal funding.

**ANALYSIS:**

Caltrans, MTC and CCAG require that a resolution of local support be adopted and submitted to MTC.

**FISCAL IMPACT:**

The Town of Atherton, by this resolution, is committing to complete the project. Because the Town is likely to not be allocated sufficient ARRA funds to complete the project, Parcel Tax funds will be needed. The minimum project size is \$500,000, but Atherton is anticipated to receive between \$206,000 and \$257,000. The balance of the \$500,000 project will need to come from Town funds.

Atherton saved \$123,493 on Street Reconstruction Phase 4, \$161,472 on Stevick Drive, \$23,260 on Lloyd Park Sidewalks, and anticipates saving \$69,636 on Street Reconstruction Phase 5 for a total savings of \$377,861, more than enough to satisfy the required match to achieve a \$500,000 project. The Town may choose to include additional Parcel Tax funds in the project to move the limits to a logical location or to complete a critical segment.

Not approving this action will result in the Town not receiving any ES funding.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager

Attachments: Resolution

**RESOLUTION 09-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
AUTHORIZING THE FILING OF AN APPLICATION FOR AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) FUNDING FOR THE  
ATHERTON AVENUE RECONSTRUCTION PROJECT AND STATING THE  
ASSURANCE TO COMPLETE THE PROJECT**

**WHEREAS**, the Town of Atherton (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for approximately \$257,000 (or less depending on funding availability) in funding from the federal American Recovery and Reinvestment Act of 2009 (ARRA) for the Atherton Avenue Reconstruction Project (herein referred to as PROJECT) for the MTC Regional ARRA Program (MTC Resolution No. 3885) (herein referred to as PROGRAM); and

**WHEREAS**, pursuant to ARRA, and any regulations and/or guidance promulgated thereunder, eligible project sponsors wishing to receive Regional ARRA funds for a project shall submit an application first with the appropriate Metropolitan Planning Organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

**WHEREAS**, the Metropolitan Transportation Commission (MTC) is the MPO for the nine counties of the San Francisco Bay region; and

**WHEREAS**, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised applicable to federal ARRA fund delivery and has adopted (or is scheduled to adopt) in MTC Resolution No. 3885 such additional requirements as are necessary or appropriate to meet the obligations/award deadlines in the ARRA; and

**WHEREAS**, APPLICANT is an eligible project sponsor for ARRA funds; and

**WHEREAS**, as part of the application for ARRA funding, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- 1) that the sponsor understands that the ARRA funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional ARRA or other MTC-programmed funds; and
- 2) that PROJECT will comply with the procedures specified in MTC's Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and with all project-specific requirements as set forth in MTC's Regional ARRA Program (MTC Resolution No. 3885); and PROJECT as described in the application, and if approved, as included in MTC's TIP; and
- 3) that PROJECT will comply with all the project-specific requirements as set forth in the federal ARRA and appropriate applicable regulations or guidance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the Town of Atherton that the Town of Atherton is authorized to execute and file an application for funding under the American Recovery and Reinvestment Act of 2009 for the Atherton Avenue Reconstruction project; and be it further

**RESOLVED** that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT understands that the ARRA funding for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional ARRA or MTC-programmed funds; and
2. APPLICANT understands the funding deadlines associated with these funds and will comply with the applicable provisions and requirements of the Regional ARRA Program (MTC Resolution No. 3885) and Regional Project Funding Delivery Policy (MTC Resolution No. 3606, as revised); and
3. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the MTC federal TIP; and
4. PROJECT will comply with all the project-specific requirements as set forth in the ARRA and appropriate applicable regulations or guidance; and be it further

**RESOLVED** that there is no legal impediment to APPLICANT making applications for the funds; and be it further

**RESOLVED** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

**RESOLVED** that APPLICANT authorizes its City Manager or designee to execute and file an application with MTC for ARRA funding for the PROJECT as referenced in this resolution; and be it further

**RESOLVED** that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

**RESOLVED** that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's TIP.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 18<sup>th</sup> day of February, 2009, by the following vote:*

*AYES:*  
*NOES:*  
*ABSENT:*  
*ABSTAIN:*

*COUNCIL MEMBERS:*  
*COUNCIL MEMBERS:*  
*COUNCIL MEMBERS:*  
*COUNCIL MEMBERS:*

ATTEST:

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Jerry Carlson, MAYOR  
TOWN OF ATHERTON

---

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

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Marc G. Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER

**FROM:** DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

**DATE:** FOR THE MEETING OF FEBRUARY 18, 2009

**SUBJECT:** ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR  
OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE  
RIGHT-OF-WAY CERTIFICATIONS FOR STATE AND  
FEDERAL-AID TRANSPORTATION PROJECTS

#### **RECOMMENDATION:**

Adopt a Resolution authorizing the Director of Public Works/City Engineer to execute Right-of-Way Certifications for state- and federal-aid transportation projects.

#### **INTRODUCTION:**

The Town of Atherton may receive state- and federal-aid grants, including the currently proposed Economic Stimulus funding, for local transportation construction projects. Caltrans requires that a staff engineer be authorized to sign Right-of-Way Certifications.

#### **ANALYSIS:**

The Public Works Director/City Engineer is in the best position to determine the right of way requirements for transportation construction projects and to certify those requirements to Caltrans.

#### **FISCAL IMPACT:**

There is no fiscal impact to the Town of Atherton from this action.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager

Attachments: Resolution





## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVE A LETTER OF INTENT WITH THE TOWN OF  
WOODSIDE TO EXCHANGE ATHERTON PARCEL TAX  
FUNDS FOR WOODSIDE FEDERAL FUNDS FOR THE  
ATHERTON AVENUE ECONOMIC STIMULUS PROJECT**

#### **RECOMMENDATION:**

Approve a Letter of Intent with the Town of Woodside to exchange Atherton Parcel Tax funds for Woodside Federal Economic Stimulus funds and authorize the City Manager to sign the letter.

#### **INTRODUCTION:**

Federal Economic Stimulus (ES) funding for transportation projects is anticipated in the very near future. The City/County Association of Governments (C/CAG) and the Metropolitan Transportation Commission (MTC) have evaluated the package and predicted that Atherton may stand to receive between \$206,000 and \$257,000, depending on the exact formula in the final federal legislation. There are some estimates that the amount could be somewhat less.

Staff has been working with C/CAG, MTC and Caltrans to determine the process for receiving the funds and getting project approval within the timeline of the federal legislation. Caltrans and MTC have agreed on requirements to streamline the approval process through Caltrans. One significant requirement is that only projects over \$500,000 will be accepted for processing.

Existing federal processing requirements are not being relaxed for the ES projects. One significant requirement is that federal funds must be at least 50% of the funding of the project. This means that in order to receive funds, a project must have at least \$250,000 in federal funds. Neither Atherton nor Woodside is likely to be allocated that much in federal funding.

C/CAG called a meeting of all the Public Works Directors in San Mateo County on January 26, 2009 at San Mateo City Hall. At that meeting, C/CAG asked which cities could work together to fund projects that met the requirements. Atherton, Woodside and Portola Valley, being three of the smaller jurisdictions in the County, determined to try to work together to fund a joint project.

### **ANALYSIS:**

Because Atherton had achieved significant savings on the two street reconstruction projects recently completed, Parcel Tax funds are available for additional street reconstruction work. Atherton, therefore, proposed to Woodside and Portola Valley that Atherton could use all their federal funds and in exchange, would reimburse them with Parcel Tax funds.

One reason Atherton is a better candidate to use the federal funds is that Atherton recently successfully completed a similar federally funded project on Valparaiso Avenue as a joint project with Menlo Park. Because of this, Atherton staff is familiar with the most recent requirements for federal projects and will be able to expeditiously process the project through Caltrans. Staff is also familiar with the requirements of funding a joint project.

Atherton Avenue was chosen because it is the only street that is eligible for federal funding with valley gutter which allows it to be reconstructed with absolutely no environmental impacts. Only streets on the California Road System (CRS), primarily arterials and collectors, are eligible for federal funding. Streets with environmental impacts are likely to be held up in the Caltrans process and be unable to meet the timelines of the federal funding.

C/CAG requested that the cities develop a Letter of Intent (LOI) for this exchange so the C/CAG can plan the use of funds. The LOI can be followed up with a Memorandum of Understanding (MOU) once the exact amount of the federal funding is known. The LOI was drafted by Woodside. Portola Valley determined not to participate for reasons that have not been expressed. Therefore the LOI is now only with the Town of Woodside.

### **FISCAL IMPACT:**

There is no fiscal impact to the Town of Atherton for this exchange. Parcel Tax funds are proposed to be used to reimburse Woodside for their federal funds when those funds are received by Atherton. Parcel Tax funds will therefore be used to fund the Street Reconstruction 6 project on Atherton Avenue.

Woodside anticipates receiving between \$184,000 and \$230,000 in federal funds. Atherton saved \$123,493 on Street Reconstruction 4 and \$161,472 on Stevick Drive for a total savings of \$284,965, more than enough to reimburse Woodside's funds. The combination of Atherton's federal share and Woodside's federal share can be the total cost of the project, with project limits adjusted to fit the funding available.

However, the Town may choose to include some additional Parcel Tax funds in the project to move the limits to a logical location or to complete a critical segment. The precise details of the project limits will be determined once the federal funding amounts are known. Bid alternates will also be used to adjust the limits again after the bids are received, depending on the unit costs bid, i.e. low bids may allow us to construct more.

If this or similar means of satisfying the state and federal requirements attached to the ES funds are not pursued, there is the potential that Atherton will not receive any ES funds and that Atherton's and Woodside's portions will be distributed to larger cities.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager

Attachments: Letter of Intent

February 2, 2009

Richard Napier  
Executive Director  
City County Association of Governments  
of San Mateo County  
555 County Center  
5<sup>th</sup> Floor  
Redwood City, CA 94063

Subject: Letter of Intent by Towns of Atherton, Portola Valley and Woodside

Dear Rich:

This Letter of Intent by the Towns of Atherton, Portola Valley and Woodside is provided to the City County Association of Governments of San Mateo County (C/CAG) to indicate the desire of the three Towns to consolidate potential anticipated February 2009 transportation economic stimulus funds to one project.

The Towns of Portola Valley and Woodside have agreed to place their share of transportation related economic stimulus funds towards a project by the Town of Atherton. In return, the Town of Atherton has agreed to provide equal amounts of Atherton funds to Portola Valley and Woodside subsequent to Atherton receiving the economic stimulus funds.

Once the actual amounts of transportation economic stimulus funds have been determined, the Town of Atherton will enter into letters of agreement with the Towns of Portola Valley and Woodside to formalize the exchange of monies.

Enclosed is a possible funding scenario spread sheet to indicate possible funding amounts as known at date of this Letter of Intent.

Sincerely,

\_\_\_\_\_  
Duncan Jones  
Town of Atherton  
Public Works Director

\_\_\_\_\_  
Howard Young  
Town of Portola Valley  
Public Works Director

\_\_\_\_\_  
Paul T. Nagengast  
Town of Woodside  
Director of Public Works

Enc: Funding Scenarios using Measure A formulas for Transportation Economic Stimulus Fund



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND  
AUTHORIZATION TO ADVERTISE THE ATHERTON AVENUE  
RECONSTRUCTION PROJECT NUMBER 08-025**

### **RECOMMENDATION:**

Approve the plans and specifications and authorize advertisement for bids for the Atherton Avenue Reconstruction Project, Project No. 08-025.

### **INTRODUCTION:**

Federal Economic Stimulus (ES) funding for transportation projects is anticipated in the very near future. The City/County Association of Governments (C/CAG) and the Metropolitan Transportation Commission (MTC) have evaluated the package and predicted that Atherton may stand to receive between \$206,000 and \$257,000, depending on the exact formula in the final federal legislation.

The FY 2008-09 adopted Capital Improvement Program includes funds for street reconstruction, with sufficient balance to provide the local match for the federal funds. Atherton Avenue was chosen because it is the only street that is eligible for federal funding with valley gutter which allows it to be reconstructed with absolutely no environmental impacts. Only streets on the California Road System (CRS), primarily arterials and collectors, are eligible for federal funding. Streets with environmental impacts are likely to be held up in the Caltrans process and be unable to meet the timelines of the federal funding.

### **ANALYSIS:**

Atherton Avenue is one of Atherton's major collectors, with heavy traffic loads. As such, it will tend to deteriorate faster than less travelled streets. Reconstruction now will allow this street segment to serve its intended use for the next twenty years or more.

In 2003, Atherton Avenue was reconstructed from Stern Lane to Linda Vista Avenue. The next segment due on Atherton Avenue would extend this reconstruction from Stern Lane to Elena Avenue. However, Atherton Avenue between Selby Lane and Elena Avenue is one of the sections of the street most in need of reconstruction, with the lowest PCI on Atherton Avenue (67) in the most recent survey.

While a 67 PCI is still a fair condition pavement structure, it does not adequately reflect the condition of the roadway base in this segment. Year after year our patching contract includes deep lift repairs in this segment, often right next to previous repairs. The street is now a patchwork of Town street patches, utility patches and residence connection patches, providing a fairly rough ride. Further base failures continue to occur.

For these reasons, the base project is from Selby Lane to Elena Avenue. If sufficient funds become available through the Economic Stimulus funding, additional Parcel Tax savings on other projects, or if bid prices are sufficiently low, the base segment will be augmented by adding optional segments that will be included in the bid for pricing.

The Atherton Avenue project includes reconstruction of the pavement section with a full depth asphalt section (14"), and includes repair of valley gutter where needed.

The Atherton Avenue Project plans and specifications are ready to be advertised for construction. The project has been submitted for Caltrans approval and can be advertised upon receipt of that approval. Council approval to advertise is sought at this time so that the project can be advertised as soon as Caltrans approval is received, enabling the project to hit the streets ahead of the majority of economic stimulus projects (which may drive bid prices up).

### **FISCAL IMPACT:**

Parcel Tax (\$500,000), Measure A (\$410,000), Prop 1B (\$400,000) and Road Impact (\$690,000) funds in the amount of \$2,000,000 are budgeted for street reconstruction in FY 2008-09. These funds were budgeted for Street Reconstruction 4, Stevick Drive, Street Reconstruction 5 and Ridgeview Drive (as part of the Fletcher/Ridgeview Drainage project).

Currently the Town has experienced savings of \$123,493 on Street Reconstruction 4, \$161,472 on Stevick Drive, \$23,260 on Lloyden Park Sidewalks and anticipates saving \$69,636 on Street Reconstruction 5 (based on the Engineer's Estimate) for a total savings of \$377,861. Further savings on the Street Reconstruction 5 and Ridgeview Drive bids are anticipated to make up the balance of the funding.

The Engineer's Estimate for the base segment from Selby Lane to Elena Avenue is \$650,000, and for the total project from Stern Lane to Elena Avenue is \$995,000. Approximately \$200,000 to \$250,000 is estimated to be allocated to Atherton from federal Economic Stimulus funds. The remaining \$400,000 to \$450,000 for the base project would come from savings on the other Parcel Tax funded projects .

If the Economic Stimulus funding is lower, or if savings on projects still to be done are not forthcoming, the project limits will be reduced to the minimum \$500,000 required by the Economic Stimulus program. This would reduce the match requirement from Parcel Tax funds to the amounts already saved on projects.

If the Economic Stimulus funds are higher, or if savings from the bid and from other projects are more, the project limits can be increased.

The project is scheduled to receive bids in early April and award the contract at the April, 2009 City Council meeting. Possible earlier bidding and advance award, suggested by CCAG to receive better bids, will be considered and brought to Council, if appropriate, at the March City Council meeting.

Prepared By:

Approved:

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Duncan L. Jones, P.E.  
Public Works Director

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Jerome D. Gruber  
City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER CITY MANAGER**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON OPPOSING THE ISSUANCE OF \$ 65.45 MILLION IN REVENUE OBLIGATIONS BY THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY TO FINANCE THE CONSTRUCTION OF THE SHOREWAY ENVIRONMENTAL CENTER OR OTHER SOLID WASTE FACILITIES.**

#### **RECOMMENDATION:**

Atherton city council to consider approving the resolution as stated above.

#### **INTRODUCTION:**

Over the past year, I have provided the City Council with a great deal of information relating to the proposed Shoreway Environmental Facility. Since the City Council is well informed regarding this proposed facility, I will not go into a great deal of detail on the history of the SBWMA, the Norcal contract, nor the San Carlos agreement that will need to be addressed within the next few months by the City Council. In 2007, the SBWMA proposed building a new Shoreway Environmental Facility with a preliminary construction estimate of \$ 25.9 million. The estimate was revised to \$ 59.1 million in 2009. Although the proposed Shoreway facility would allow for single stream recycling capability and would ultimately meet future recycling volume needs for the local jurisdictions, there are many uncertainties the Atherton City Council should consider. Recently, commodity prices have hit an all time low on the world market. Essentially what this means is that recycling material that was sold on the open market when the Shoreline Facility was proposed would have generated a substantial amount of revenue. Secondly, since the Shoreway facility was proposed, the financial market that affects the

Bond market has changed considerably and current Banks that would be able to lend the money to fund the project have dissolved, leaving a significant amount of risk associated with a project of this magnitude. In closing, there has been a great deal of speculation regarding the approval of the Shoreway facility and the impact it would have on the Norcal contract. With that being said, the SBWMA Board has acknowledged that an alternative must be formulated if the Shoreway Facility is not a viable option.

**FISCAL IMPACT:**

Preliminary estimates have indicated that the Town of Atherton's share for the issuance of the Bond based on contractual agreements with the SBWMA would be approximately \$ 960,000. Additional legal and financial analysis would be required on behalf of the Town of Atherton to determine if this is a valid number and represents a properly amortized amount over the life of the bond.

Attachments:

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
OPPOSING THE ISSUANCE OF \$65.45 MILLION IN REVENUE  
OBLIGATIONS BY THE SOUTH BAYSIDE WASTE MANAGEMENT  
AUTHORITY TO FINANCE THE CONSTRUCTION OF THE SHOREWAY  
ENVIRONMENTAL CENTER OR OTHER SOLID WASTE FACILITIES**

**WHEREAS**, the Town of Atherton is one of twelve equity members of the South Bayside Waste Management Authority Joint Exercise of Powers Agreement (herein referred to as the SBWMA JPA); and,

**WHEREAS**, Section 7.1.1. of the SBWMA JPA requires a two-thirds (2/3) affirmative vote of the JPA member agencies to issue bonds or notes or the refinance of such bonds and notes; and,

**WHEREAS**, the cost of the SBWMA Shoreway Environmental Center Project has increased 128% from the initial estimate of \$25.9 million provided in April 2007 to \$59.1 million, the January 2009 project estimate; and,

**WHEREAS**, the Town of Atherton has requested cost saving alternatives to the project none of which have been provided to date; and,

**WHEREAS**, the Town of Atherton has raised serious concerns about the rapidly escalating costs of the project and has questioned the prudence of such a large borrowing given the uncertainty of the United States credit markets; and,

**WHEREAS**, the uncertainties associated with the present economic downturn has adversely affected commodity prices causing increases in tipping fees which together with the uncertainties of the credit market raises the risk of potential impact of fee increases on residents being potentially greatly underestimated; and,

**WHEREAS**, the San Mateo Civil Grand Jury is actively conducting an in-depth investigation into the operations of the SBWMA, which includes the financing of the Shoreway Environmental Center project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF  
ATHERTON DOES HEREBY RESOLVE AND ORDER:**

1. That the Town of Atherton opposes the issuance of \$65.45 million in revenue obligations to finance the construction of the SBWMA Shoreway Environmental Center Project or other solid waste facilities.
2. That the Town of Atherton urges other members of the SBWMA to also vote “No” on the issuance of debt to finance the construction of the SBWMA Shoreway Environment Center Project, including the reconsideration of any “Yes” votes.

3. The Town of Atherton urges the Board of Directors of SBWMA to reconsider and limit the size and scope of future capital projects to the most cost-effective solutions available.

4. The town of Atherton requests that the Board of Directors should immediately seek further cost-cutting measures to reduce its overhead costs to a level that can be sustained by current level of commodity prices.

5. The Town of Atherton urges other member agencies to amend the By-laws to establish an Oversight Committee comprised of an elected member from each member agency with certain oversight powers as agreed to be the member agencies.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 18th day of February, 2009, by the following vote:*

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
Jerry Carlson, MAYOR  
TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marc G. Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER, JERRY GRUBER**

**FROM: THE BLUE RIBBON TASK FORCE**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: REQUEST TO TRANSFER EXCESS FUNDS COLLECTED FROM  
BUILDING DEPARTMENT PERMITS DURING THE FISCAL  
YEARS 2001-2006 FROM THE GENERAL RESERVES TO THE  
BUILDING DEPARTMENT'S PORTION OF A NEW TOWN  
CENTER.**

#### **RECOMMENDATION:**

The Blue Ribbon Task Force, by a 5-0 vote with 1 abstention, requests the City Council to transfer funds from Building Department permits during Fiscal Years 2001-2006 from the General Reserves to the Building Department's portion of a new Town Center.

#### **DISCUSSION:**

In December 2007, the Council adopted a resolution ratifying funds identified in Resolution No. 00-13 to be transferred from the General Fund to the Facilities Construction Fund for a replacement building for the Building Department.

Resolution No. 00-13 was presented to the council in May 2000 by Former Building Official Mike Hood. Resolution No. 00-13 was to increase permit fees 136% to fund three categories:

1. Cost allocating services from the City Manager, Finance, and City Clerk to the Building Department of \$146,000 per year.

2. Creating and inspection carry-over fund of \$600,000 (\$150,000 per year for four year) to service ongoing construction projects in the event of a severe depression.
3. A permanent Building Fund to pay for the Building Department's share of a new, permanent structure at the rate of \$200,000 per year.

**ANALYSIS:**

The Building Department is expected to need twenty percent of a new building. A new Town Center is expected to cost \$15,000,000. Twenty percent of \$15,000,000 is \$3,000,000.

The action of the Council in December 2008 was to recognize that amount required to be set aside each year had not been consistently followed and to transfer the \$200,000 per year plus 3% interest.

State law requires funds received from Building Permits be used for Building Department related activities.

Financial numbers approved by Atherton's auditors show the Town revenues and expenditures for the Building Department as follows:

Fiscal year	Revenue	Expenditures	Excess	Funds Removed by Res: 00-13	Excess with Interest-3% Com
2001	\$1,816,091	\$580,183	\$1,235,903	496,000	910,080
2002	1,203,245	695,620	507,625	496,000	13,833
2003	1,093,472	699,163	394,309	496,000	-117,859
2004	1,257,776	777,960	479,816	496,000	- 20,310
2005	1,414,172	826,309	687,863	347,000	372,563
2006	1,208,226	915,715	292,511	347,000	- 57,758
Total's	7,992,982	4,494,950	3,498,032	1,984,694	\$1,100,548

Recognizes that the excess accrued 3% interest compounding through 2008. The total to be transferred would be \$1,100,548 from the General Reserves to the Building Department's share of a new Town Center.

In years 2005 and 2006, the Carry-Over Fund transfer of \$150,000 is not performed. If those funds are determined to still need to be transferred, then the Building Fund would be reduced.

Excess Funds from May 2000 increase in Building Fees Res 00-13

FY	Excess	Funds Removed by 00-13	Net in General Fund	Excess at 3% int Compound	Multiplier
2001	1235903	496000	739903	910080.69	1.23
2002	507625	496000	11625	13833.75	1.19
2003	394309	496000	-101691	-117859.869	1.159
2004	479816	496000	-16184	-20310.92	1.255
2005	687863	347000	340863	372563.259	1.093
2006	292511	347000	-54489	-57758.34	1.06
Total to be transferred				\$ 1,100,548.57	

Compound factor's (multiplier)

2001	1
2002	1.03
2003	1.0609
2004	1.092727
2005	1.12550881
2006	1.159274074
2007	1.194052297
2008	1.229873865

January 13, 2009

To: City Manager Jerry Gruber

RE: Open Agenda Item Request for January meeting from Council Members Lewis and  
. Marsala

**Subject: Authorizing the City Manager to choose a consultant to review the Phase 1,2, & 3 Audits preformed in 2006.**

**Discussion:**

In the second half of 2006, three audits of the Building Department were reported to as Phase 1, Phase 2, and Phase 3. Since they were issued shortly following the retirement of the former Building Official Mike Hood, no review was done by the Building Department.

Council used these reports as a foundation to add staff and incur other financial overhead in the Building Department. The extra financial overhead will lead to deficits in the Building Department unless fees are increased substantially. With the economy in recession, even fee increases may not cover the increased overhead. A second opinion of the Audits would be helpful for reviewing policies resulting from recommendations of the Audits and could result in budget expense reductions.

The reports concluded that residents were submitting plans for new construction at values below the true cost and thus the Town was not collecting its fair share. The reports suggested, which council implemented, to eliminate that option for residents. New construction would be valued at \$350 per square foot.

Since then, residents and schools have informed the Town that projects are being built for far less than \$350 per square foot and they will have to pay property taxes higher than what they should.

By reviewing the three Building Department Audits, Council may feel comfortable addressing some of the re-engineering of fees and policies the Building Department enacted in 2006 and 2007.

Examples: Menlo School is building a new gym. Based on \$350 per square foot, the building has a permitted value of \$17 Million, but bids are coming in at \$14 Million.

Residents James Woody and Susanne Mann Moore have written a letter which is contained in the packet. Their remodel at 17 Emilie Ave was bid by the contractor at

\$286,000 and will cost no more than \$365,000 with changes. However, Atherton has assigned a permitted value of \$636,000 for the building.

This will cost the residents at least an additional \$3983 per year in property taxes. Under the old system they would have been able to have the assessed property value increased at the true value of the improvements.

**Background:**

In February 2007, The Grand Jury reported that only 18 of 81 new residence permits had been submitted to Menlo Fire for inspection.

Following the Grand Jury report, the Atherton Town Council requested Michael Cully of CGS Consultants, who was serving as Atherton's Interim Senior Building Inspector, and the Menlo Fire Building Permit inspector to review and report back to the Council.

Their report (page 8) was substantially different from the Grand Jury's. Of the 78 new residence permits submitted to Atherton Building Department, 50 permits had been submitted to Menlo Fire, 17 of the permits were issued prior to Atherton's implementation of an ordinance requiring sprinklers, and the remaining 11 had been noted on their cover sheets that sprinklers were required and a submittal to Menlo Fire was also required.

The Grand Jury also reported that only 45 of 108 accessory permits had been submitted to Menlo Fire. Michael Cully's joint study with the Menlo Fire Inspector reviewed 147 other Active Project Sites in Atherton. The study concluded that 102 of those were exempt under the Fire Sprinkler Ordinance. The balance of active projects included fences, entry gates, generators, etc.

The study concluded that Town Staff had consistently notified applicants of the required clear width/heights of entry gates, as well as the need for Fire Department Key-Switches.

Council Member Marsala was advised by Michael Cully of concerns regarding the accuracy of the Phase 1, 2, & 3 audits.

The Phase 1 Audit refers to permits items as "Bait and Switch." What does that mean? Does state law allow for excavation permits to be issued prior to building permits? If so, then there was no "Bait and Switch."

The Phase 2 Audit reported that of 6,647 records analyzed, 23% or 1560 exceptions were noted. However, more than half of these "exceptions" resulted from the numeric sequence of permits having gaps. Town Policy had been to order permit forms in numeric sequence and simply not file any permits forms which were never submitted for a permit. What were these exceptions? Do any records exist to back up these claims?

The Phase 2 Audit did not conclude any errors with the charging of fees. The worksheet only lists 18 projects with the words “Apparent Undercharge” and “Apparent Overcharge.” On six of these permits, the “Possible Reason for undercharge (overage)” was listed as “Do Not Know. Fees charged totaled \$36,876.94.” The phrase “Do Not Know” appeared on 9 other permits (page 11). Why does \$36,876.94 repeat six times?

The Phase 3 Audit reported 4 permits nearing completion with problems. However, the week before the report was issued Mike Cully emailed that, “In the case of 70 Barry Lane, I do not see where there is a violation.” 70 Barry Lane was one of the sites reported in violation in the Phase 3 Audit (page 12).

Later in April, 2007, the Building Department Staff reported to Council that it disagreed with the Phase 3 Audit regarding 94 Tallwood that the house exceeded the Town’s building height code (page 13).

**Recommendation:**

Approval of \$2500 for review of the Phase 1, 2, & 3 Audits, which could indicate if expenditures are being made to correct problems that did not exist and these expenditures could be reduced.

The review would include determining if Atherton should allow residents to have projects valued at proven cost as opposed to a flat rate of \$350.00 per square foot. Would that be fair to both residents and the town? Is there valid concern that residents are improperly valuing construction projects?

Councilman Charles Masala , City of Atherton  
2009

8 Feb

Dear Councilman Masala,

In following up on our conversation over the past several months, we would like to add some granularity to the current situation which has caused us considerable distress.

We purchased the 17 Emilie home in February 2006 with a view towards renovating the home, and adding about 1067 sq feet of space to the house, so we could occupy it as our residence.

As a home owner in Palo Alto we are familiar with the area and neighborhood, and pleased with our choice.

The residents of 17 Emilie wished to remain in the house, while they renovated another home for themselves. Over the next 18 months we prepared plans and submitted them to the city, interviewed many contractors, and settled on one. He organized building permit 39416 issued 5/29/08, which, I should note, at \$14,246 we found unusually expensive.

Our contractor ( license 814386) quoted us a figure of \$286,120 for the renovations and we signed the contract to proceed. We informed him we would be procuring recycled materials to utilize in the renovations. When the permit was issued, for some reason the city decided to value the renovations at \$636,000, not taking into consideration the contractor bid. We did not catch this right away since our contractor's father, unwittingly, had signed the document. We calculate at most we will spend about \$365,000 for the work. With renovation costs, in this down economy running between \$200-\$700 per square foot, we were surprised that the city chose the very highest number, while we negotiated the lower number.

As prudent citizens , and in keeping with Atherton's initiatives, we have chosen to use recycled materials in the renovation, wherever possible, procured outside of the contractor. This accounts for the additional costs above the contractor bid. We are reusing all the original doors, and windows, in addition to recycled doors and windows where necessary. All of the cupboards will have been recycled , as will all of the flooring, bathroom and kitchen tiles , used stove, vent-hood, disposals, and other materials for gates ,fences etc. Other things, where there was no recycled goods available, we purchased ourselves and supplied to the contractor.. My wife and I are very frugal in these endeavors.

The proposed valuation by the city, is approximately \$271,000 over our costs. While some homeowners may elect to have all new things, and the most expensive renovations, in this declining economy, and difficult financial times, we elected to do the job as inexpensively

**as possible, yet with good quality.. This excess valuation, at today's property tax rate ( 1.147%), will cost us \$3983 per year in extra property taxes, yearly over the next 20-30 years. This is beyond the taxes we will pay for the roughly \$370,000 actual costs. With taxes likely to increase due to the States debt, it will be even more costly as my wife and I move into retirement. Likewise the overall decrease in home valuation has yet to be considered by most cities.**

**We would appreciate you reconsideration of the valuation , allow us to submit real costs, so as to keep this in line with the actual renovations costs, for those of us who try to do such projects wisely.**

**Sincerely Yours**

**James N. Woody**

**Suzanne Mann Moore**



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JERRY GRUBER, CITY MANAGER**

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF FEBRUARY 18, 2009**

**SUBJECT: APPROVAL OF SPRINGBROOK SOFTWARE LICENSE AGREEMENT,  
SPRINGBROOK SOFTWARE MAINTENANCE AGREEMENT, AND  
AUTHORIZE THE CITY MANAGER TO SIGN BOTH CONTRACTS**

### **RECOMMENDATION:**

Approve the Springbrook Software License Agreement, Springbrook Software Maintenance Agreement, and Authorize the City Manager to Sign Both Contracts.

### **DISCUSSION**

Since 1999, the Town of Atherton has been using a DOS (Wintegrate) financial software system to maintain financial records, processing accounts payable, payroll, and cash receipts transactions. To-date, this system is becoming obsolete and is expensive to maintain. Currently the Town pays over \$22,000 in annual maintenance and support to Harris Computers. In addition to the high maintenance fee, Finance staff spends tremendous amount of time contacting technical support both locally and Canada where Harris is headquartered.

Due to the complexity and difficulties in accessing management report, management team is relying on the limited resources in Finance Department to provide them with budget, revenues and expenditures history. Finance staff also has a challenging time balancing bank reconciliation due to the inability of Wintegrate to produce a detail account transactions report in a readable form. To improve the organization's efficiency and effectiveness, staff begins to search for a replacement to Wintegrate. There are various products available in the market. Based on the City Manager and Finance Director's experience with several software including Springbrook, staff is recommending that the City Council approve and appropriate the fund in the mid-year

budget adjustment necessary to convert from Wintegrate to Springbrook Software version 6.07. Staff is not recommending the 7.0 .net version due to the fact that this latest version is still being tested and debugged. Both the management team and staff from the Police, Building, and Public Works including Park have seen the Springbrook product and support the decision to go with Springbrook.

Springbrook is a company headquartered in Portland, Oregon, and has over 300 clients in the United States. Currently, employee information and fixed assets are kept on Excel spreadsheets. To take advantage of a fully integrated system and to improve internal control and segregation of duties in the payroll and human resources functions, staff is recommending the adding of Human Resources and Fixed Assets modules. Springbrook also has track changes ability for auditor to review.

With City Council approval of the two Springbrook agreements, staff will obtain a project time line from Springbrook before the contracts are signed by the City Manager. It is expected that the implementation and conversion of data could take up to six months from the signing of the contracts.

### **FISCAL IMPACT**

The total not-to-exceed cost (excluding Springbrook staff travel costs, annual maintenance fee, and applicable sales tax) is \$121,650 (\$133,815 with a 10% contingency added). Springbrook offers a 5-year interest free payment plan. \$24,330, the first of the five installments, is due upon signing of the Software License Agreement. Travel costs for implementation and training on-site is an estimate. Staff will be working closely with Springbrook to keep the travel costs within budget. Additional cost will be incurred for a new server and other hardware including cash register.

Staff is seeking City Council approval for a \$48,000 mid-year budget adjustment out of the Computer Services fund during FY 2008-09 for the Springbrook conversion. \$24,330 will need to be appropriated in FY 2010 to FY 2013 to pay the remaining four installments.

Included in the total cost is \$1,500 for the Finance Director to attend the Springbrook Client Conference in May 2009 in Portland, Oregon. Each year, Springbrook hosts a client conference in Portland to enable national user group to meet with Springbrook management and staff on product development, receive training, and discuss user requested enhancement.

The first annual maintenance fee of 10,455 is due on July 1, 2009. The annual maintenance fee will go up 5% per year for the next four years as indicated on the agreement.

Prepared by:

Approved by

---

Louise Ho  
Finance Director

---

Jerome Gruber  
City Manager

Attachments: Springbrook Software License Agreement  
Springbrook Software Maintenance Agreement



**SPRINGBROOK SOFTWARE  
SOFTWARE LICENSE AGREEMENT**

**PARTIES**

**LICENSOR**

Springbrook Software, Inc., an Oregon corporation  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204  
Phone: 503.820.2200  
Fax: 503.820.4500  
Email: [sales@sprbrk.com](mailto:sales@sprbrk.com)

**LICENSEE**

**TOWN OF ATHERTON**  
**91 ASHFIELD ROAD**  
**ATHERTON, CA 94027**  
**650-752-0552**  
[lho@ci.atherton.ca.us](mailto:lho@ci.atherton.ca.us)

**AGREEMENT**

1. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.
  - a. “Initial Installation” means the first instance of installation or loading of any portion of the Software onto Licensee's computer, network or system, without regard to completion of modifications or other services to be performed under this Agreement.
  - b. “Licensee Modifications” means any modification, enhancement or addition to the Software developed by or for Licensor especially for Licensee’s use or at Licensee's request.
  - c. “Licensor Modifications” means any modification, enhancement or addition to the Software by or for Licensor, other than Licensee Modifications.
  - d. “Material” as applied to the Software or an application, shall mean a significant or substantial alteration or effect on the function or output thereof, and “cure” as applied to a Material failure shall



mean the provision of functional equivalent functions or means.

- e. “Specifications” mean the written (both hard copy and electronic text files) description of the functions, capacity, performance and features of the Software as delivered by Licensor to Licensee under this Agreement (including, without limitation, any such description in a response to RFP or RFI delivered by Licensor to Licensee, in a Licensor product brochure provided by Licensor specific to the Software, or in correspondence from Licensor to Licensee).
- f. “Software” means the version of the Springbrook Software, Inc. software packages, applications and interfaces selected by Licensee, listed on Attachment A (each an “Application”), current at the time of signing this Agreement, and shall include any Licensee Modifications and Licensor Modifications provided by Licensor to Licensee.
- g. “User Materials” means all written and electronic documentation, manuals and materials provided by Licensor to Licensee for use in connection with the Software.

2. **Grant of License.** Licensor grants Licensee a non-transferable, non-exclusive license to use the Software and User Materials, on the terms and conditions set forth herein.

- a. **Scope of License.** Under the License granted herein Licensee may use, copy and distribute the Software (in machine-readable, object code form only) and User Materials to: (i) install, use and execute the Software on computers that Licensee owns or leases for purposes of serving Licensee’s internal business needs; (ii) support Licensee’s use of the Software under this Agreement; and (iii) transfer or copy the Software from one of Licensee’s computers to another, store the Software’s machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Licensee’s computers and associated devices.
- b. **License Restrictions.** Licensee may only use the Software and User Materials within the limited scope set forth herein. In particular, and without limitation, Licensee agrees that Licensee and Licensee’s employees will not: (i) assign, sublicense, transfer, pledge or grant a security interest in, lease, rent or share Licensee’s rights under this License Agreement with any third party; (ii) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software; or (iii) refer to or use any portion

of the Software or User Materials as part of any effort to develop any other software program.

c. Source Code. Licensor shall house the latest release of the Software with source code with Iron Mountain Intellectual Property Management for release to the then current president of the National User Group for distribution to all National User Group Members in the event of bankruptcy or inability of Licensor to continue providing normal support services to its client base.

3. **Ownership; Proprietary Protection**. This Agreement does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, all derivative works, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Licensor or any other party, subject to the rights of Licensee expressly granted herein.
4. **Confidential Information; Non-Disclosure**. Licensee acknowledges that the Software and User Materials, and all underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and Licensor's methods of business and technical operation (collectively referred to as "Confidential Information") are confidential and contain trade secrets. Licensee shall not use, disclose or cause disclosure of, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Licensor, except that Licensee is authorized to disclose Confidential Information to Licensee's employees or agents as required for Licensee's use of the Software as authorized by this Agreement or as required by Law, which obligation shall survive the termination of this License. Licensee shall indemnify Licensor for damages or costs incurred by Licensor as a result of the unauthorized use, disclosure or distribution of any Confidential Information by Licensee or any of Licensee's employees or agents.
5. **Fees**. The fees payable by Licensee to Licensor under this Agreement shall consist of License Fees (as defined in Attachment A), and additional fees for specific services. If any portion of the Fees is paid through an installment note, any default under the terms of said note will constitute default by Licensee under this Agreement.
  - a. License Fees. License fees shall be paid by Licensee solely in consideration of the License granted under this Agreement, and shall be invoiced and payable in the amounts and at the times in

accordance with the Schedule of Fees set forth in Attachment A. License Fees are exclusive of Service Fees, and shall not constitute consideration or payment for set-up, implementation management, training and consulting, data conversion, modifications or maintenance.

- b. Fees for Services. Additional fees shall be paid by Licensee in consideration of set-up, implementation management, training and consulting, modifications, and data conversion, and shall be invoiced and payable in the amounts and at the times in accordance with the Schedule of Fees set forth in Attachment A.
  - c. Maintenance Fees. Maintenance fees shall be paid by Licensee solely in consideration of those maintenance and support services described in a separate Software Maintenance Agreement between Licensor and Licensee.
  - d. Taxes. Licensee is solely responsible for paying sales or use tax directly to the state via a use tax return. Licensee is solely responsible for state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. Software will be provided via the Internet – no physical media (including but not limited to CD's, tapes, manuals, etc) will be shipped.
6. Licensee's Cooperation. Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires substantial effort and cooperation by Licensee personnel capable of properly using the Software. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Licensor and Licensee will take place between Licensee's project manager and Licensor's project manager. Licensor agrees that Licensee has the right to approve or reject Licensor's trainers and/or project managers. Licensor further agrees not to replace staff assigned to Licensee's project without the consent of Licensee, except for reasonable cause. No assignment or transfer of any interest in this Agreement shall be made without the prior written consent of Licensee.
7. Acceptance Testing Period. Upon completion of implementation of each Application, Licensor shall give written notice to Licensee that installation of the Application at the Initial Installation site(s) is completed, and that Licensee has achieved live status as to the

Application (such times also referred to as “go live date(s)” in Licensor’s project schedule, as shall be determined by the parties promptly after execution of this agreement). Licensee shall be deemed to have accepted the Application thirty (30) days after Licensor's notice, unless, during that thirty (30) day period (the “Acceptance Testing Period”), the Application fails to perform in accordance with the Specifications in some Material respect attributable to a defect in the Application or an act or omission of Licensor, and, by the end of the Acceptance Period, Licensee gives Licensor written notice of non-acceptance describing the failure in reasonable detail. If Licensee gives a proper notice of non-acceptance to Licensor, then:

- a. **Investigation.** Licensor shall investigate the reported failure. Licensee shall provide to Licensor reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist Licensor in its efforts to diagnose, reproduce, and if necessary correct the failure.
- b. **Material Failure Found.** If there exists a reproducible Material failure to perform in accordance with the Specifications attributable to a defect in the Application or an act or omission of Licensor, Licensor shall, within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Licensee's written notice of non-acceptance, correct the failure so that the Application functions in Material conformity with the Specifications. Upon correcting the failure within such period Licensor shall notify Licensee in writing that the failure has been corrected, and another Acceptance Testing Period shall begin in accordance with this Section 7.
- c. **No Material Failure Found.** If there was no reproducible Material failure to perform or the failure to perform was not attributable to a defect in the Application or an act or omission of Licensor, then Licensor shall give written notice to Licensee explaining its determination in reasonable detail, and Licensee shall have thirty (30) days to respond with additional documentation or written explanation regarding the failure. If Licensee provides such response, Licensor shall be afforded thirty (30) days to review the response and, if necessary, attempt to correct the failure. If Licensee does not provide such response within thirty (30) days, then Licensee shall be deemed to have accepted the Application as of the date of Licensor's notice.

8. **Term; Default; Opportunity to Cure.** This Agreement is effective as of the Effective Date and shall continue until terminated. The License shall terminate upon default, cancellation, repudiation or rejection of

this Agreement by either party. A party shall be considered in default only if the party, thirty (30) days after receiving written notice from the other party identifying with reasonable specificity a Material failure to comply with any term or condition contained herein (including without limitation Licensee's failure to pay any fees or charges due under this Agreement or any related Software Maintenance Agreement or service agreement, and Licensor's breach of the limited warranty provided in Section 10), has not cured such failure or breach. Upon termination of the License, Licensee shall return to Licensor the Software together with all copies and merged portions in any form and User Materials and related documentation. In the event of termination other than termination resulting from a default by Licensor, no License Fees or other Fees then paid or payable shall be waived or refunded, and any License Fees then unpaid shall be immediately payable in full.

9. **Support and Maintenance.** Support and maintenance of the Software is not included in this Agreement or the License Fees or Service Fees paid hereunder, but is purchased through a separate Software Maintenance Agreement.
10. **Limited Warranty.** Licensor warrants that it has title to the Software and that it has full authority to grant this license to Licensee. Licensor also warrants that, as to each Application, for a period of ninety (90) days from the date of Licensee's acceptance of the Application, the Application will function in Material conformity with the Specifications. Licensor makes no warranty regarding the usability or convertibility of any of Licensee's data, the suitability of the Software for Licensee's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software, or combination of the Software with any other software or computer program or communications device, not expressly authorized by Licensor in writing. Determination of breach of the foregoing limited warranty or default under this Section 10 shall be subject to the notice and cure provisions of Section 8, and upon receipt of written notice of breach of warranty Licensor shall be afforded a period of thirty (30) days to cure the reported Material defect, failure or other breach. Licensee agrees that the foregoing limited warranty is in lieu of all other warranties of Licensor and Licensor disclaims all other warranties, express or implied, including without limitation any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity, or that the operation of the Software will be error-free.
11. **Limitation of Remedies and Liability.**
  - a. The cumulative liability of Licensor to Licensee for all claims

relating to the Software and any services rendered hereunder or in any related service or maintenance agreement, arising under or relating to this or any related agreement or warranty (including without limitation the limited warranty provided pursuant to Section 10), or otherwise in Agreement, tort, strict liability, indemnity or any cause of action whatsoever, shall in all events be limited to the total amount of the Fees paid to Licensor under this Agreement for the relevant Application(s) and related services. In no event shall Licensor be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of Agreement, tort, warranty or otherwise, even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability shall apply regardless of the success or effectiveness of other remedies. The Fees herein and terms hereof have been agreed to by Licensor in reliance on the allocation of risk and limitation of liability set forth in Section 10 and this Section 11.

- b. Licensor shall indemnify, defend and save Licensee, its officers, elected and appointed officials, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Licensor, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional negligent or willful misconduct of the Licensor.

12. **Venue; Governing Law.** Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the Federal District Court for the Northern District of California, or, if Federal jurisdiction is not available, the state court located in San Mateo County. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, as such laws apply to an Agreement made and performed in such state, without regard to conflicts of law provisions.

13. **Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement, along with the Software Maintenance Agreement, is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and

contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and, accordingly, Licensee acknowledges that it is Licensee's responsibility to: develop and institute the use of manual controls to validate the accuracy of the data generated by the system; review proof lists and reports to validate the accuracy of reports and statements; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.

14. **Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
  
15. **Attorneys Fees.** If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof including. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.

16. **Insurance.** Licensor shall provide proof of insurance coverage during the life of the Agreement, including:
- a. Comprehensive General Liability and Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage.
  - b. Professional liability insurance in the amount of \$1,000,000 per claim, with a \$2,000,000 accumulative maximum.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative. (Licensor and Licensee both represent and warrant that the person(s) executing this Agreement on behalf of Licensor or Licensee has the full authority to do so).

LICENSOR

LICENSEE

By:

By:

Name: Marily Rementeria

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Managing Partner

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

Date: \_\_\_\_\_, 2009

Date: \_\_\_\_\_, 2009

## ATTACHMENT A: SCHEDULE OF FEES

Attachment A contains the price quote issued to Licensee showing the applications and services being licensed and/or purchased, the fees therefore, and the current fees for other services, and a schedule of payment terms. By signing this agreement, Licensee is agreeing to the Schedule of Fees for the duration of the implementation.



### V6.07 5 Year Interest Free Pricing Proposal Town of Atherton, CA.

Application/Products	Application License Fees	Training & Consulting	Implementation Management
<b>Finance Suite (GL, AP, ACH, Bank Rec)</b>	<b>\$10,000</b>	<b>\$6,400</b>	<b>\$2,400</b>
Extended Budgeting & Forecasting	Included	\$800	\$400
Financial Reporting	Included	\$3,200	\$800
AP MICR Code -1 Check	Included		
<b>Purchase Orders</b>	<b>\$4,000</b>	<b>\$800</b>	<b>\$400</b>
<b>Requisitions</b>		<b>\$800</b>	<b>\$400</b>
<b>Payroll</b>	<b>\$7,000</b>	<b>\$6,400</b>	<b>\$2,400</b>
Decentralized Time Entry with Elec. Approval	Included	\$800	\$400
Payroll MICR Code - 1 Check	Included		
<b>Human Resources</b>	<b>\$7,500</b>	<b>\$3,200</b>	<b>\$1,200</b>
<b>Fixed Assets</b>	<b>\$5,000</b>	<b>\$800</b>	<b>\$400</b>
<b>Miscellaneous Accounts Receivable</b>	<b>\$4,000</b>	<b>\$800</b>	<b>\$400</b>
<b>Central Cash Management/Point Of Sale</b>	<b>\$5,000</b>	<b>\$800</b>	<b>\$400</b>
<b>Cash Receipt Import</b>	<b>\$1,500</b>		
<b>Positive Pay (AP)</b>	<b>\$1,500</b>		
<b>Positive Pay (PR)</b>	<b>\$1,500</b>		
<b>1 Client Conference Ticket &amp; est. Travel</b>			<b>\$1,500</b>
<b>Business Process Study</b>			<b>\$6,000</b>
<b>Document Attachment &amp; Cataloging</b>	Included		
<b>Integrated Report Archival</b>	Included		
<b>Total</b>	<b>\$47,000</b>	<b>\$24,800</b>	<b>\$17,100</b>
<b>Application Server Tier ( 5 Named Users)</b>	<b>\$3,000</b>		
<b>Conversion - Turn Key</b>	<b>\$41,500</b>		
<b>Maintenance - billed seperately</b>			
<b>Total Other</b>	<b>\$44,500</b>		
<b>Previous Springbrook Client Discount</b>	<b>-\$11,750</b>		
<b>Total Not to Exceed Project Costs</b>	<b>\$121,650</b>		



**Turn Key Proposal for Atherton, CA.**

**Turn-Key Conversion and Set-up for Atherton, CA.**

<b>Application to be converted</b>		<b>Conversion Estimates</b>
Chart of Accounts		\$6,000
GL Transaction Balances*		\$6,000
Accounts Payable Vendor Master		\$6,000
Payroll Masters - Employee Data		\$9,000
HR Masters - Employee Data		\$12,500
Fixed Asset Masters		\$2,000
<b>Total Not to Exceed Costs</b>		<b>\$41,500</b>

Springbrook is proposing a Turn-key conversion, where Springbrook will do data entry to fill in any gaps in the data that was converted and that is necessary to run the system efficiently. Included in this will be any gaps in the Chart of Accounts master, the 3 years of GL annual summary history, the AP Vendor Master, the Payroll master, including set-ups, the HR masters and the Fixed Assets master. It does not include any history other than what has been mentioned above and does not include items not necessary to running the software, such as user-defined fields, etc. Springbrook will make every attempt to complete all the information to minimize the data impact on the City. The City will still be required to verify that the data is complete and correct. The BPS will detail the exact information that will be involved in this process.

**\* Note: Conversion to include chart of accounts, the current year's budget, current YTD balance (as of a specific date designated by the client), and previous year's ending balance.**

## A.2. FEE PAYMENT SCHEDULE

<b>1st Year Investment</b>	<b>\$24,330</b>	Due at contract signing
<b>2nd Year Investment</b>	<b>\$24,330</b>	Due 1 yr after signing
<b>3rd Year Investment</b>	<b>\$24,330</b>	Due 2 yrs after signing
<b>4th Year Investment</b>	<b>\$24,330</b>	Due 3 yrs after signing
<b>5th Year Investment</b>	<b>\$24,330</b>	Due 4 yrs after signing

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**Total Due at Contract Signing:**

**\$24,330**

First-year Maintenance (see Software Maintenance Agreement) will be due and payable to Licensor July 1, 2009, with subsequent years' maintenance due each July thereafter. Additional maintenance will be charged on all custom modifications performed and supported by Licensor.

Estimated Travel Costs for BPS and Training: (Billed as incurred - not included in payments above). Licensor agrees to work with Licensee to try to keep travel costs within the estimated amount.

Estimated Travel Costs for : **Town of Atherton**

**Business Process Study:**

(one trip, one person, 1 days)

Airfare:	\$400
Lodging:	\$150
Car Rental:	\$90
Per Diem Expenses:	\$100
Airport Transportation:	\$140
Travel Time	\$300

Estimated Travel	\$1,180
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**HR On site Set up**

(one trip, one person, 5 days)

Airfare:	\$400
Lodging:	\$750
Car Rental:	\$450
Per Diem Expenses:	\$300
Airport Transportation:	\$140
Travel Time	\$300

Estimated Travel	\$2,340
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**Finance/PR/WO/FA Training (Initial, Follow-up, Go-Live)**

# of Trips: 4 Days: 5

Airfare:	\$1,600
Lodging:	\$3,000
Car Rental:	\$1,800
Per Diem Expenses:	\$1,000
Airport Transportation:	\$300
Travel Time	\$1,200

Estimated Travel	\$8,900
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Total Estimated Travel	\$12,420
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\* An after live Assessment is sometimes deemed necessary. This is usually a one-day trip

**COST SUMMARY:**

<b>License Fees</b>	<b>\$47,000</b>
<b>Discount</b>	<b>-\$11,750</b>
<b>Training</b>	<b>\$24,800</b>
<b>Implementation Management</b>	<b>\$17,100</b>
<b>Application Server (database manager)</b>	<b>\$3,000</b>
<b>Turn key Conversion/Set-up Services</b>	<b>\$41,500</b>
<b>Travel Estimate</b>	<b>\$12,420</b>

TOTAL NOT-TO-EXCEED COST	\$ 121,650
TRAVEL ESTIMATE	<u>12,420</u>
TOTAL COST (does not include sales tax)	\$ 134,070

### **A.3. EXPLANATION OF FEE SCHEDULE ITEMS FOR SERVICES**

#### **A.3.1 Software Maintenance.**

Maintenance and support of the Software is not provided under this Software License Agreement, but under a separate Software Maintenance Agreement between Licensor and Licensee. In the event of a conflict between this “Explanation” of software maintenance and the Software Maintenance Agreement, the Software Maintenance Agreement shall prevail. First year maintenance is based on 22% of the retail value of the application software and 25% of the then current retail value of the database manager. Maintenance on the Springbrook applications is provided by Springbrook Software and includes telephone and Internet support, as well as enhancements to the version purchased. Maintenance on the database manager included with this Agreement is provided by Springbrook software and includes telephone and Internet support, as well as updates to the database as provided by Progress.

#### **A.3.2 Implementation Management.**

Implementation Management Services. Implementation Management Services are vital to a successful implementation, and are considered consulting rather than training. An IM Specialist is assigned to manage your implementation, managing your workload, checklists, task lists and keeping you apprised of the status of your project. This involves on-going telephone and conference calls as well as written documentation. Implementation planning is generally conducted prior to signing contracts. The cost of this line item in your quote may have changed up or down from your original quote as a result of completing the BPS (see below) depending on the complexity of your implementation (will you be using the system(s) and Application(s) as they are provided, will you be implementing all the features contained in the Application(s), will modifications be required, etc. – note: these conditions may also affect the training estimate listed in this quote).

Business Process Study (BPS). Every agency is unique in the way it conducts business. In addition, other factors need to be considered, such as what, if any, interfaces need to be written to connect Springbrook to vendors’ applications, what unique reporting requirements you may have, what type of forms you require, etc. During the BPS we consult with your staff on the best way to set up the new system to meet your organization’s requirements. In summary, we help you maximize the benefits while minimizing any misunderstandings about the functionality or implementation of your new software. This service (with the exception of travel expenses for an on-site BPS) is included in your implementation management services in this contract. Based on the BPS we provide a written document outlining our findings for your review and approval.

### **A.3.3 Consulting and Training Services.**

The amounts listed in this quote do not include travel time or expenses. In addition, all out of pocket travel-related expenses will be billed (this will be invoiced at current IRS per diem rules for your area on all applicable items, including car rental, hotel expense, airfare, mileage, taxis, parking, toll fares and meals). Variables that could cause the need for *additional* training include, without limitation: employees at your organization that are unfamiliar with their job responsibilities; users who are unfamiliar with Windows; multiple users who need to be trained at separate times and/or locations; or turnover in application software personnel during the implementation period. Training fees will be payable by Licensee whether or not application software personnel are made available for training, and failure to complete required training could result in increased Maintenance Fees. Licensee shall provide users of the Software with Springbrook certified Software training; a System Malfunction, failure or error caused by an untrained user shall not be the responsibility of the Licensor.

### **A.3.4 Modifications.**

Modifications are made on a bid basis, based on Springbrook's current Service Fee schedule. All Modifications and custom programming will be made pursuant to work orders approved in advance by you. These include any and all fees for modifications requested and outlined in the BPS findings, as well as future Modifications requested during and after the project is completed. In order to keep the implementation schedule on track, no modifications other than those outlined during the BPS process will be made to the Software until the base system is installed (and all License Fees have been paid), unless those modifications are essential to your ability to go live on the application(s). No fees for Software modifications shall be billed to you until Springbrook has received a signed bid for such modifications.

### **A.3.5 Communication Requirements.**

Telephone/Modem Support. – Licensee shall provide and maintain a telephone line for speaking with the licensor's support staff. Licensee shall provide the ability and security permissions to access the licensor's Internet web site for a minimum of one computer with Springbrook Software installed. Licensee must also provide and maintain remote access for the licensor's support staff to the computer or computers which serve the Springbrook Software database and disseminate the Springbrook Software application. This remote access must be made available through either an Internet connection of 128 kilobytes per second or greater, or a modem and a telephone line for the modem's use. This remote access also requires that the Licensee offer the licensor's support staff access through one of the products listed by the licensor. These currently include: Symantec PCAnywhere, Citrix GoToMyPC, Microsoft Terminal Services, and Citrix Metaframe. VPN connections

are currently supported using the Microsoft client included in Windows 2000 and Windows XP, as well as the Cisco System VPN Client.

#### **A.3.6 Turn-key Conversion and Set-up.**

Licensor shall do data entry to fill in any gaps in the data that was converted and that is necessary to run the system efficiently. Included in this will be any gaps in the Chart of Accounts master, the 3 years of GL annual summary history, the AP vendor master, the Payroll master, including set-ups, the HR masters and the Fixed Assets master. It does not include any history other than what has been mentioned above and does not include items not necessary to running the software, such as user-defined fields, etc. Licensor shall make every attempt to complete all the information to minimize the data impact on the Town. The Town shall be required to verify that the data is complete and correct. The BPS shall detail the exact information that will be involved in this process.

#### A.4. ADDITIONAL SERVICE FEES

**After hours support** **\$ 150/hr**  
*(Maintenance contract covers support from 5:00am – 6:00pm PST Monday – Thursday and 5:00am – 5:00pm PST Friday.)*

**Onsite Installation** **\$ 150/hr**

**Network & Operating System Consulting** **\$ 150/hr**  
*(Answering questions and assisting users and/or their consultants with all aspects of hardware, networks, and operating systems - includes installation, set-up, and troubleshooting.)*

**Training (Note: Report Writing is billed at \$150/hr)** **\$ 150/hr**  
*(The training necessary for the average user has been included with the project total above - additional one-on-one training, if requested, shall be billed at \$150/hr. Training is held in the Portland, Oregon Training Center, or onsite.)*

**Travel Time (billed one way)** **\$ 100/hr**  
*(For onsite services)*

**Travel Expenses Incurred** **Billed as**  
*(Lodging and meals will be charged on a not to exceed basis per IRS standards (per Publication 1542) for your area, unless no other options are available; airfare, car rental, gas and parking will be billed as actual as no IRS standards apply.)*

**Telephone Training** **\$ 100/hr**  
*(Working with a trainer or customer support representative on questions other than support related issues (as defined in Maintenance Agreement) where the call exceeds 10 minutes in length is considered training rather than support and may be billed as such.)*

**Weekend/After Hours Training**  
Onsite rate **\$ 200/hr**  
Telephone rate **\$ 200/hr**

**NOTE: Senior Managers/Programmers/CPAs** **\$ 200/hr**

**These are current rates for services and are subject to change after 12 months of executed date of this contract.**



SPRINGBROOK SOFTWARE  
SOFTWARE MAINTENANCE AGREEMENT

**PARTIES:**

**LICENSOR:**

Springbrook Software, Inc., an Oregon corporation  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204  
Phone: 503.820.2200  
Fax: 503.820.4500  
Email: [sales@sprbrk.com](mailto:sales@sprbrk.com)

**LICENSEE**

**TOWN OF ATHERTON**  
**91 ASHFIELD ROAD**  
**ATHERTON, CA 94027**  
**650-752-0552**  
[lho@ci.atherton.ca.us](mailto:lho@ci.atherton.ca.us)

**AGREEMENT:**

Licensor has licensed its proprietary software products and programs to Licensee, and Licensee wishes to have Licensor maintain and support the use of the Software. Licensor and Licensee therefore agree as follows:

1. **Defined Terms.** Certain terms used in this Agreement have defined meanings, which are provided in Section 15, and in other sections herein. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.
2. **Term; Automatic Renewal; Termination; Opportunity to Cure.** The “Initial Term” of this Agreement shall be a period of twelve (12) months commencing upon the Effective Date. This Agreement shall automatically renew at the end of the Initial Term for subsequent terms (each a “Renewal Term”) each of twelve (12) months thereafter, unless either party gives the other not less than thirty (30) days written notice of termination prior to the termination of the Initial Term or then-current Renewal Term. A party shall be considered in default under this Agreement only if the party has not cured such failure or breach within thirty (30) days of receiving written notice from the other party

identifying with reasonable specificity a material failure to comply with any term or condition contained herein, including without limitation:

- a. Licensee's failure to pay any fees or charges due under this Agreement or any related License Agreement or service agreement.
  - b. Licensee's creation or modification of data in a Springbrook Software database, except through the licensed Springbrook applications. (Exceptions shall only be with the express, written consent of Licensor).
  - c. Licensor's breach of the limited warranty provided in Section 11. In the event that Licensee is in default under this Agreement, Licensor in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence, Licensee will be charged a Reconnection Fee pursuant to Section 8.
3. **Scope of Maintenance.** During the term of this Agreement, Licensor agrees to provide "Basic Maintenance Services" in support of the Software. Basic Maintenance Services shall consist of:
- a. **Unlimited Support Services.** Licensor will supply a toll-free line plus Internet access into support to answer questions and help resolve issues not related to error corrections as defined below.
  - b. **Error Correction.** Licensor will use all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period after reported to Licensor. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
  - c. **Telephone/Modem Support.** Licensor shall maintain a telephone and modem support line, or DSL Internet connection, or T1 connection to the Internet during normal business hours (5:00am - 6:00pm PST Monday through Thursdays and 5:00am - 5:00pm Fridays), excluding major national holidays, that permits Licensee to report Errors in the Software and to receive assistance in cases of operator error. Licensee agrees to provide and maintain a means for Licensor to remotely access and maintain the Applications as installed on Licensee's computers or networks. The current list of supported means of this access is available from Licensor Software, but will include either a

modem and dedicated modem telephone line, or an Internet connection of 128Kb, or faster, with a dedicated, static IP address. Licensee agrees to provide and maintain an Internet connection of 128Kb, or faster, for accessing Software updates and information from the Springbrook Software web site. In order to serve Licensee properly, Licensor requires that the modem be located physically in the server, not in a workstation on Licensee's network. Licensor reserves the right to bill hourly (following Licensee's approval) for maintenance in cases of repeated operator error, or where a single operator error results in extensive Licensor time to resolve the problem.

- d. **Changes in State and Federal Regulations.** Licensor will provide updates needed to conform to state and federal regulations, including changes to tax tables and routine forms, as changes become effective. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
  - e. **Service Packs.** Licensor may, from time to time, issue routine minor Releases of the Software, known as Service Packs, which contain Error Corrections and minor Enhancements to Licensees who have maintenance agreements in effect. Installation of Service Packs is provided at no charge to Licensee if completed over the Internet. Installation of routine releases and updates by Licensor at Licensee's site will be billed to Licensee at the then current hourly rate except in cases where Licensor is solely responsible for the inability to provide modem support.
  - f. **Discounts on Major Enhancement Releases.** Licensor may, from time to time, offer Major Enhancements to Licensee, generally for an additional charge. To the extent Licensor offers such Major Enhancements, it shall permit Licensee to obtain one copy of each Major Enhancement for each copy of the Software or Application being maintained under this Agreement at the discount then specified by Licensor.
4. **Exceptions.** The following matters are not covered by, and are outside the scope of, Basic Maintenance Services:
- a. Onsite support services provided by employees or agents of Licensor;
  - b. Training, file and data conversion costs, and consulting services (whether onsite or offsite);

- c. Maintenance or support services resulting from any problem resulting from Licensee's deliberate misuse, alteration (including local reports written by the Licensee), or damage of the Software;
  - d. Support of operating systems; support of non-Licensor software (including but not limited to spreadsheets, word processors, general office software, and report builders (including the Progress Report Builder));
  - e. Onsite installation and management services for Upgrades or Major Enhancements;
  - f. Providing Internal Controls and/or balancing Licensee's books;
  - g. Any training, consulting, implementation management services, and data conversion services, required on an individual Licensee basis for Upgrades or Major Enhancements (whether onsite or offsite);
  - h. Any set up, support for and maintenance of additional *production* databases (whether onsite or offsite);
  - i. Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;
  - j. New (additional) Product license and service fees.
5. **Cooperation of Licensee.** Licensee agrees to notify Licensor promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by Licensor, to submit to Licensor a listing of output and any other data that Licensor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Licensor shall treat any such data as confidential.
6. **Fees and Expenses.** The Initial Term "Maintenance Fees," as set forth on Attachment A, will be invoiced and payable as set forth on Attachment A, for Basic Maintenance Services. Maintenance Fees for each Renewal Term will be invoiced approximately ninety (90) days in advance of the commencement of each Renewal Term, but in any event payable upon commencement of the Renewal Term. Maintenance Fees will apply to support of the Software and to any modifications made thereto if those modifications require support and/or additional programming services during Upgrades. For Initial Term Maintenance Fees, the rate is twenty-two percent (22%) for standard Applications and licensed products (meaning, those without Licensee-specific modifications, customizations

or Enhancements), twenty-five percent (25%) for all non-standard Applications and licensed products (meaning, those including Licensee-specific modifications customizations or Enhancements), and twenty-five percent (25%) for all database manager Applications or licensed products. Maintenance Fees will not increase by more than 5% annually.

- a. Fees for Excluded Items.** Licensee agrees to pay fees for those items or services excluded from Basic Maintenance Services pursuant to Section 4, when and as the services are rendered and the expenses invoiced, provided, however, that no such additional fees or costs will be invoiced to Licensee without Licensee's prior written approval of the fees, costs, and related work. Licensor shall provide supporting documentation for all expenses upon Licensee's request. Licensor reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. Licensee is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. All fees paid hereunder are nonrefundable and will be forfeited in the event of termination or cancellation except as otherwise specifically provided herein.
  - b. Key Licensee personnel replacement.** If key personnel replacement occurs, Licensor reserves the right to require that the new employee(s) acquire Licensor-required training. Licensor offers free training at Licensor's Portland Training Center to all new department heads and one (1) new primary user in each department on Licensor software applications previously implemented by the Licensee. Up to a ten percent (10%) increase in maintenance fees may occur if training is not received by all applicable users who call in for support.
- 7. Work Orders.** Licensee may from time to time request from Licensor services, such as Software modifications or additional training. Licensor shall make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether such services are provided. Licensee shall receive from Licensor in advance an estimate of the cost of requested services. Licensor shall receive for all approved Licensee requests a signed work order from the Licensee and a deposit equal to fifty percent (50%) of the estimated cost of the service.
- 8. Billing.** All invoices from Licensor to the Licensee for any product or service are due upon receipt. Invoices are past due forty-five (45) days after the date of invoice. Licensor may, at its option, charge all invoices forty-five (45) days and older an interest at a rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or, if less,

the highest rate allowed by applicable law from the date such fee or charge first became past due. Invoices are delinquent sixty (60) days after the date of invoice. A delinquent invoice may cause Licensor, at its option, to put the Licensee's account on hold, or, subject to the terms of Section 2, terminate this Agreement. Accounts on hold may receive no product, service, or support from Licensor (including without limitation Basic Maintenance Services) until all past due and delinquent invoices are paid in full. Once an account is placed on hold for non-payment, Licensor shall not be required to provide Basic Maintenance Services, or other products or services, hereunder until a "Reconnection Fee" equal to twenty-five percent (25%) of the current Term's annual Maintenance Fee is paid by Licensee.

9. **Use and Restrictions.** Error Corrections, Enhancements, Upgrades and New Product Releases (and any other programming provided by Licensor, regardless of its form or purpose) shall be considered part of the Software for purposes of determining the parties' rights and obligations related thereto pursuant to the License Agreement and this Agreement. Licensor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the License Agreement.
10. **Limited Remedy and Liability; Exclusion of Consequential Damages.** The cumulative liability of Licensor to Licensee for all claims relating to any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of the Maintenance Fees paid by Licensee to Licensor pursuant to this Agreement during the twelve (12) months prior to the claim. In no event shall Licensor be liable to Licensee for any consequential, indirect, special, or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, and shall apply to all claims under the warranty described in Section 11. Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 11.
11. **Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER, AND THAT DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF SIX (6) MONTHS THEREAFTER LICENSOR, AT LICENSOR'S SOLE COST, SHALL CORRECT ANY FAILURE TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED

ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO LICENSOR SPECIFYING THE FAILURE IN REASONABLE DETAIL, AND SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF SECTION 2. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, CAPACITY, OR THAT SERVICES RENDERED HEREUNDER WILL BE ERROR-FREE.

12. **Venue; Governing Law.** Governing law and exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be as determined pursuant to the License Agreement.
  
13. **Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third-party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely the Licensee's responsibility to: develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.

14. **Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
15. **Telephone/Internet Support.** Licensee shall provide and maintain a telephone line for speaking with Licensor's support staff. Licensee shall provide the ability and security permissions to access the licensor's Internet web site for a minimum of one computer with Springbrook Software installed. Licensee must also provide and maintain remote access for the licensor's support staff to the computer or computers which service the Springbrook Software database and disseminate the Springbrook Software application. This remote access must be made available through either an Internet connection of 128 kilobytes per second or greater, or a modem and a telephone line for the modem's use. This remote access also requires that the Licensee offer the Licensor's support staff access through one of the products listed by the Licensor. These currently include: Symantec PCAnywhere, Citrix GoToMyPC, Microsoft Terminal Services, and Citrix Metaframe. VPN connections are currently supported using the Microsoft client included in Windows 2000 and Windows XP, as well as Cisco System VPN Client.
16. **Definitions.**
- a. **Terms Defined in License Agreement.** The following terms have that meaning assigned to them pursuant to the Software License Agreement executed by the parties in conjunction with this Agreement (the "License Agreement"): "Application;" "Cure;" "Error;" "Material;" "Specifications;" "Software;" and "User Materials."
  - b. **"Enhancement"** means a modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Licensor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Licensor's assessment of their value and of the function added to the Software or Application. "Major Enhancement" may be a substantial rewrite of an Application, similar to a New Product Release, or may be additional functionality benefiting only certain

licensees rather than all licensees as a whole, and requiring those Enhancements to be packaged as a separate module.

- c. **“Temporary Fix”** means an initial correction or “fix” to a problem in the Software prior to the release of an Error Correction.
- d. **“Error Correction”** means either a modification or addition that, when made or added to the Software, brings the Software into Material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- e. **“New Product Release”** means either the total rewrite of an Application or new version(s) of the Software (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Licensor’s determination, based on Licensor’s assessment of the New Product’s value and of the function added to the Software or an Application.
- f. **“Service Pack”** means a set of files that may contain Error Corrections, Minor Enhancements (not requiring database changes), or both, that can be downloaded over the Internet by the Customer without assistance from the Company and are generally made available 4-12 times per year.
- g. **“Upgrade”** has substantially the same meaning as “Enhancement.”

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative. (Licensor and Licensee both represent and warrant that the person(s) executing this Agreement on behalf of Licensor or Licensee has the full authority to do so).

LICENSOR

LICENSEE

By:

Name: Marily Rementeria

Signature: \_\_\_\_\_  
\_\_\_\_\_

Title: Managing Partner, Sales  
\_\_\_\_\_

Date: \_\_\_\_\_, 2009

By:

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

Signature:

Title:

Date: \_\_\_\_\_, 2009

**ATTACHMENT A: SCHEDULE OF FEES**

Attachment A contains the price quote issued to Licensee showing the applications and corresponding first year maintenance/support service fees, as well as a schedule of payment terms for these maintenance/support services. Please note that these fees are for one full year. By signing the Attachment A, Licensee is agreeing to this Schedule of Fees.



**Annual Maintenance Costs for Atherton, CA.**

Application/Products	1st Year Maintenance	2nd Year Maintenance	3rd Year Maintenance	4th Year Maintenance	5th Year Maintenance
Finance Suite	\$2,200	\$2,310	\$2,426	\$2,547	\$2,674
Purchase Orders	\$880	\$924	\$970	\$1,019	\$1,070
Requisitions	\$880	\$924	\$970	\$1,019	\$1,070
Payroll	\$1,540	\$1,617	\$1,698	\$1,783	\$1,872
Fixed Assets	\$1,100	\$1,155	\$1,213	\$1,273	\$1,337
Misc. Accounts Receivable	\$880	\$924	\$970	\$1,019	\$1,070
Central Cash Management	\$1,100	\$1,155	\$1,213	\$1,273	\$1,337
Cash Receipt Import	\$375	\$394	\$413	\$434	\$456
Positive Pay (AP)	\$375	\$394	\$413	\$434	\$456
Positive Pay (PR)	\$375	\$394	\$413	\$434	\$456
<b>Total Springbrook</b>	<b>\$9,705</b>	<b>\$10,190</b>	<b>\$10,700</b>	<b>\$11,235</b>	<b>\$11,796</b>
Application Server Tier ( 5 Named Users)	\$750	\$788	\$827	\$868	\$912
<b>Total Other</b>	<b>\$750</b>	<b>\$788</b>	<b>\$827</b>	<b>\$868</b>	<b>\$912</b>
<b>Total 5 Year Maintenance Costs</b>	<b>\$10,455</b>	<b>\$10,978</b>	<b>\$11,527</b>	<b>\$12,103</b>	<b>\$12,708</b>

First-year will be due and payable three months after contract signing on a pro-rata basis through the end of Licensee’s fiscal year, with subsequent years’ maintenance due each year thereafter. Additional maintenance will be charged on all custom modifications performed and supported by Licensor.