



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL DRAINAGE
DISTRICT
April 20, 2011
6:00 P.M.
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

6:00 P.M. ROLL CALL Lewis, Dobbie, Widmer, McKeithen, Carlson

6:02 P.M. PUBLIC COMMENTS

6:10 P.M. PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS

6:11 P.M. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)**
Agency Designated Representatives: John Danielson, Glenn Berkheimer
Employee Organizations: Teamsters, APOA
Unrepresented Employees: All Management and Confidential Employees

RECONVENE TO OPEN SESSION - Report of action taken.

6:29 P.M. ADJOURN

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

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 MARCH 16, 2011 REGULAR MEETING MINUTES**
Recommendation: Approve March 16, 2011 regular meeting minutes
9. **APPROVAL OF BILLS AND CLAIMS FOR MARCH, 2011 IN THE AMOUNT OF \$1,134,947**
Recommendation: Approve Bills and Claims in the amount of \$1,134,947
10. **FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2011**
Report: Finance Director Louise Ho
Recommendation: Receive the General Fund Financial Report for the seven months ended January 31, 2011
11. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTANT SERVICES ASSOCIATED WITH THE LIBRARY BUILDING PROJECT**
Report: Public Works Director Duncan Jones/ Deputy Planner Lisa Costa Sanders
Recommendation: Approve the attached Professional Services Agreement with LSA Associates, Inc. for the preparation environmental analysis and California Environmental Quality Act (CEQA) environmental documents associated with site selection and the approval process for the new Library Building Process.
12. **APPROVAL OF 1ST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR TRAFFIC AND PARKING ANALYSIS AT MENLO SCHOOL**
Report: Town Planner Neal Martin
Recommendation: Approve the attached First Amendment to the Agreement for Professional Services by and between the town of Atherton and Kimley-Horn and Associates, Inc.
13. **2010 ANNUAL REPORT TO THE CITY COUNCIL ON THE ATHERTON GENERAL PLAN IMPLEMENTATION**
Report: Deputy Town Planner Lisa Costa Sanders
Recommendation: Accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).
14. **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO INDEMNIFY CALTRANS FOR FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDING FOR THE VALPARAISO AVENUE AT HOOVER STREET IN-ROADWAY LIGHTED CROSSWALK PROJECT**

Report: Public Works Director Duncan Jones

Recommendation: Adopt Resolution 11-09 indemnifying Caltrans from any liabilities in the event the right-of-way is not clear as certified for Federal Highway Safety Improvement Program (HSIP) Program funding for the Valparaiso Avenue at Hoover Street In-Roadway Lighted Crosswalk Project

15. APPROVE AN AGREEMENT WITH THE MASTER GARDENERS OF SAN MATEO COUNTY TO CONSTRUCT A HOOPHOUSE GREENHOUSE IN HOLBROOK-PALMER PARK

Report: Public Works Director Duncan Jones

Recommendation: Approve an agreement with the Master Gardeners of San Mateo County to construct a “hoophouse” greenhouse in Holbrook-Palmer Park

16. APPROVE AN AMENDED CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FY 2010-2011

Report: Public Works Director Duncan Jones

Recommendation: Approve an amended Capital Improvement Program (CIP) budget for FY 2010-2011 to reflect changes in project delivery

17. APPROVE A CONTRACT CHANGE ORDER FOR GALLAGHER AND BURK, INC. FOR THE FLETCHER DRIVE/RIDGEVIEW DRIVE PAVEMENT AND DRAINAGE IMPROVEMENT PROJECT NUMBER 56033 IN THE AMOUNT OF \$305,108

Report: Public Works Director Duncan Jones

Recommendation: Approve a Contract Change Order for Gallagher and Burk, Inc. for the Fletcher Drive/Ridgeview Drive Pavement and Drainage Improvement Project, project number 56033 in the amount of \$305,108

18. APPROVE AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC. FOR CONCEPTUAL DESIGN SERVICES FOR THE ATHERTON LIBRARY PROJECT, IN AN AMOUNT NOT TO EXCEED \$147,050 PLUS A TEN PERCENT CONTINGENCY OF \$15,000, FOR A TOTAL AUTHORIZATION OF \$162,050 AND AUTHORIZE A BUDGET AMENDMENT TO ADD \$162,050 TO THE LIBRARY BUDGET FOR FY 2010-2011

Report: Public Works Director Duncan Jones

Recommendation: Accept the proposal and authorize the City Manager to sign an Agreement for Architectural Services with Group 4 Architecture Research + Planning, Inc. to provide conceptual design services for the Atherton Library Project in an amount not exceed \$147,050, plus a 10% contingency, for a total authorization of \$162,050 and authorize a budget amendment to add \$162,050 to the library budget for FY 2010-2011

19. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$11,097.09 FOR A TOTAL

**PROJECT COST OF \$401,010.12 FOR THE STREET
RECONSTRUCTION PHASE 7 PROJECT NUMBER 56006**

Report: Public Works Director Duncan Jones

Recommendation: Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$11,097.09 for a total project cost of \$401,010.12 for the Street Reconstruction Phase 7 Project Number 56006

**20. AWARD OF CONTRACT FOR THE 2011 SPRING PATCHING
PROJECT NUMBER 56050**

Report: Public Works Duncan Jones

Recommendation: Award the contract for 2011 Spring Patching Project, project number 56050 to G. Bortolotto & Company, the low bidder on the April 6, 2011 bids, for \$96,390.00, with a 10% construction contingency of \$9,639.00, for a total authorization of \$106,029.00; and to authorize the City Manager to sign the contract on behalf of the Town

**21. PROCLAMATION DECLARING ARBOR DAY IN THE TOWN OF
ATHERTON ON MARCH 7, 2011**

Report: None

Recommendation: Approve Proclamation Declaring Arbor Day in the Town of Atherton on March 7, 2011

22. MENLO SCHOOL COMMERCIAL BUILDING PLAN REVIEW

Report: Interim City Manager John Danielson

Recommendation: Authorize the payment of \$15,938.10 from the collected plan review fees of \$24,520.16. Further authorize plan review services for this project

**23. APPROVE SANDIS, HMH AND MARK THOMAS FOR ON-CALL
SURVEYING SERVICES AND APPROVE A PROFESSIONAL
SERVICES AGREEMENT WITH SANDIS FOR SURVEYING
SERVICES FOR THE HOLBROOK-PALMER PARK SURVEY**

Report: Public Works Director Duncan Jones

Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Sandis to provide surveying services for the Holbrook-Palmer Park Survey in an amount not exceed \$-29,000, plus a 10% contingency, for a total authorization of \$31,900.00

**24. PROCLAMATION DECLARING WEST NILE VIRUS AND
MOSQUITO AND VECTOR CONTROL AWARENESS WEEK OF
APRIL 24, THROUGH APRIL 30, 2011**

Report: Deputy City Clerk Theresa DellaSanta

Recommendation: Approve Proclamation declaring West Nile Virus Week

**25. APPROVE RESOLUTION REJECTING CLAIM OF MICRO
LITHOGRAPHY, INC.**

Report: Deputy City Clerk Theresa DellaSanta

Recommendation: Approve resolution 11-10 rejecting the claim of Micro Lithography, Inc.

26. APPROVE RESOLUTION REJECTING CLAIM OF JOHN P. JOHNS

Report: Deputy City Clerk Theresa N. DellaSanta

Recommendation: Approve Resolution 11-11 approving rejection of claim submitted by John P. Johns on January 11, 2011

27. AWARD OF CONTRACT FOR THE POLICE DEPARTMENT HVAC PROJECT NUMBER 56042

Report: Public Works Director Duncan Jones

Recommendation: Award the contract for Police Department HVAC Project, project number 56042 to Alex Kushner, General Contractors, the low bidder on the April 13, 2011 bids, for \$27,985.00, with a 10% construction contingency of \$2798.50, for a total authorization of \$30,783.50; and to authorize the City Manager to sign the contract on behalf of the Town

REGULAR AGENDA (Items 28-29)

28. FORM AN AD-HOC COMMITTEE TO HELP DEVELOP AND IMPROVE COMMUNICATIONS AND WORK ON REVIEW OF RATES AND CONTRACTS WITH THE REFUSE AND RECYCLING AGREEMENT BETWEEN THE TOWN AND RECOLOGY

Report: Interim City Manager John Danielson

Recommendation: Form an ad-hoc committee of two Council Members to be designated to act as liaisons to help develop and improve communications and work on review of rates and contracts with the refuse and recycling agreement between the Town and Recology

29. PROGRESS REPORT ON CONSTRUCTION STATUS AND COMPLIANCE – 297 POLHEMUS AVENUE, ATHERTON, CA

Report: Interim Building Official Dennis Lockard

Recommendation: To Be Determined

10:05 P.M. 30. COUNCIL REPORTS

10:10 P.M. 31. FUTURE AGENDA ITEMS

10:20 P.M. 32. PUBLIC COMMENTS

10:30 P.M. 33. ADJOURN

PLEASE NOTE THE FOLLOWING INFORMATION:

If you challenge a Town zoning, planning, or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this agenda, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Judicial review of any Town administrative decision may be had only if a petition is filed with the court not later than the 90th day following

the date upon which the decision becomes final. Judicial review of environmental determinations may be subject to a shorter time period.

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection by 5:00 p.m. the Friday before each regularly scheduled City Council meeting at the Atherton Library, 2 Dinklespiel, Station Lane, and the Town Administrative Offices, 91 Ashfield Road, Atherton, CA 94027. Additionally, agendas and staff reports may be accessed on the town website at: www.ci.atherton.ca.us

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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Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER

DATE: FOR THE REGULAR MEETING OF APRIL 20, 2011

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION:

In an effort to reduce spending, the City Manager along with the Senior Management Team has eliminated the coffee budget for all Departments within the Town. Each Department Manager agreed to purchase a coffee pot for their specific department. Each department will elect employees to take turns funding the coffee, creamer and coffee filters.

BUILDING DEPARTMENT:

Atherton 2020

The Atherton 2020 event April 11th was to introduce Atherton's Energy Efficiency Program to our Town residents. Partnering with Acterra and the communities of Woodside, Portola Valley, Los Altos Hills and Monte Sereno, Atherton's EPC received federal stimulus funds to conduct high energy homes on-line audits using Smart Meter data and diagnostic tools developed by Steve Schmidt.

The speakers for the event were Elton Sherwin, author of "Addicted to Energy" and Steve Schmidt of High Energy Home Diagnostics from Los Altos Hills. The message delivered was how high energy homes can reduce their energy costs without compromising "your" lifestyle. They educated the attendees about the high electrical usage in the typical large home and discussed ways to cut these "phantom loads." The related their own experiences in ways to reduce PG&E bills. Qualified residents had the opportunity to sign up for the free audits.

The Website for this project is www.atherton2020.org

There were a total of 48 attendees, and an additional 20 persons from the “Team” and sponsors who had representatives at the event.

Sponsors included Acterra, Upgrade California San Mateo County, and Cal Water.

MARCH 2010/2011 SUMMARY

MARCH PERMIT ACTIVITY

March 2010

- Permit applications received: 83
- Number of permits issued: 90
- Number of inspections: 396

March 2011

- Permit applications received: 74
- Number of permits issued: 73
- Number of inspections: 447

FISCAL YEAR PERMIT ACTIVITY

July 2009 March 2010

- Permit applications received: 646
- Number of permits issued: 636
- Number of inspections: 3,489

July 2010 March 2011

- Permit applications received: 677
- Number of permits issued: 666
- Number of inspections: 5,221

FY10 REVENUE

July 2009 March 2010

- Permit Fees: \$437,732.81
- Plan Check Fees: \$251,659.71
- Total Revenue: \$689,392.52

FY11 REVENUE

July 2010 – March 2011

- Permit Fees: \$668,714.41
- Plan Check Fees: \$343,041.65
- Total Revenue: \$1,011,756.06

FINANCE DEPARTMENT:

The Finance Committee met on March 7, 2011, and set April 11, 2011, to review the first draft of the FY 2011-12 budget. Management Team met and kicked off the FY 2011-12 budget preparation. When the draft budget is ready for final adoption, it will incorporate the recommendations from the two organizational assessments that are currently underway. The first budget hearing is scheduled for May 18, 2011, City Council regular meeting.

Management Team held several meetings to comment and recommend changes to the draft purchasing policy. The final draft will be distributed to the Audit Committee members before presenting to the City Council for their approval. An internal staff procurement team was formed to discuss centralized purchasing of office supplies and inventory control.

The Audit Committee met on March 17, 2011, to discuss outstanding issues from the FY 2009-10 audit recommendation letter. The next meeting of the Audit Committee is set for June 16, 2011. Maze & Associates will begin the interim test work of the FY 2010-11 audit on the week of May 9, 2011.

Finance Director met with the Environmental Program Committee member to discuss the Town's purchasing policy and process in expending fund.

The Town sent out a written RFP (Request for Proposal) for human resources services. The request was sent to both private and public sectors, including the City of Foster City and the City of Redwood City. A response is due back by April 5, 2011.

POLICE DEPARTMENT:

Around March 30th the Atherton community started to experience a string of thefts from unlocked vehicles both at night and during the day in the area west of El Camino. The thieves did not only target Atherton. The unincorporated area between Woodside Road and Stockbridge, unincorporated Menlo Park along Alameda, Menlo Park, and Redwood City all experienced an increase in thefts and burglaries. Our investigative unit analyzed the crime reports looking for patterns, and worked with patrol to develop a proactive strategy to stop the thefts. Our strategy encompassed flooding the area with high visibility patrol where officers contacted suspicious people and vehicles in the area. In addition, investigators in unmarked cars drove through the area looking for suspicious activity. This strategy of immediately re-allocating our resources from other high priority issues such as traffic and school patrol has been used effectively over the last year to reduce the number of thefts and burglaries. For example, the table below depicts a decrease in some Part 1 crime categories when comparing 2009 to 2010. Specifically, the Town experienced a 28% decrease in the number of burglaries and a 30% decrease in the number of thefts.

Crime	2009	2010	% Change This Year vs. Last
Homicide	0	0	
Rape	0	3	
Robbery	5	4	-20%
Assault – Aggravated	18	14	-22%
Assault – Simple	26	14	-46%
Burglary	39	28	-28%
Larceny (Theft)	158	110	-30%
Stolen Vehicle	7	0	-100%
Arson	0	1	
TOTALS	253	174	-31% (Nation-wide -6.2% Violent Crime,-2.8% property crime [preliminary])

Atherton residents received an automated voice message from the police department at the beginning of April warning them of “scammers.” Some of our Atherton residents have recently been the victim of identity theft and fraud via the telephone and/or the Internet. These “scammers” pose as friends, family and government agencies that a resident might know and trust. One tactic they use is to try and make you believe that a grandson or granddaughter needs help without the rest of the family finding out. Other tactics have you send money because you’ve won a sweepstakes contest or they claim to represent a government agency that needs you to send money. If a resident encounters an imposter scam, please notify the Atherton Police (650-688-6500) and the Federal Trade Commission at ftc.gov or 1-877-FTC-HELP. Atherton PD is in the process of organizing and scheduling a community meeting in the near future on this topic.

March 24th was a busy day for disaster preparedness. Sgt. Kristin Nichols who is our Disaster Preparedness & Recovery Program coordinator for the police department participated in the annual Silver Dragon disaster preparedness exercise in collaboration with Menlo Park Fire, Menlo Park PD, and Atherton’s CERT team. Chief Guerra attended PG&E’s annual county-wide emergency response liaison workshop. PG&E provided training materials that can be used by police and fire departments to train first-responders on the latest safety techniques for managing gas and electrical emergencies such as what occurred in San Bruno in 2010.

Chief Guerra hosted a public safety meeting on March 24th to solicit input concerning the proposed closure of Holbrook Lane. Menlo Fire, Menlo Park PD, and the San Mateo Co. Sherriff’s Office provided input. The meeting generated a number of creative ideas about a Holbrook Lane/17th Avenue road closure. First and foremost, the street is a not a primary response route for Menlo Fire. Menlo Fire has effectively dealt with similar traffic devices in Menlo Park; specifically, on Newbridge. When responding to a call for service they would have to adjust their route when going to an address on Holbrook. Instead of driving up 17th to Holbrook from the station on Fair Oaks, they will have to come in from the Middlefield, which will extend their response time a little bit. When considering options for fire, anything that makes the apparatus go up and down or side to

side too much causes wear on the equipment, and fire wants that considered in any options. The following traffic device options were discussed as well:

1. A barricade device that is similar to the one on Newbridge in Menlo Park, which is a sidewalk that cuts the street in half. Small trees, plants and shrubs were included in the design to make it more aesthetically pleasing.
2. A barricade called a “pan buster” that is designed to only let vehicles like a fire apparatus drive over it. Palo Alto has these devices.
3. A gate that has a Knox box on it to allow police and fire to open it up. Only police and fire can have a Knox box key so if PW needed to open it, they would need to go through PD or FD.
4. Speed bumps on the street instead of a barricade.
5. One of the more creative ideas was to have a small barrier for westbound traffic and a small barrier for eastbound traffic with enough space between them for a fire engine to get through. Enforceable signs for each traffic direction would indicate the road is closed and it would be a traffic violation for not following the directions on the sign.

On March 30th and 31st Menlo School in partnership with Atherton Police presented the Every 15 Minutes Program for Menlo School students and parents. The Every 15 Minutes Program is a national school-based alcohol prevention program that raises awareness of the consequences of underage drinking (every15minutes.com) because every 15 minutes a student reportedly dies as a result of a traffic accident involving alcohol.

The two day program consisted of school assemblies and a simulated car accident caused by a drunk driver. Menlo School students played the part of teenagers who were drinking and were involved in a crash. Some of the victims in the crash were deceased and others were critically injured. During the mock DUI presentation, students watched Atherton Police, Menlo Fire, and CHP first-responders treat the injured victims and pronounce others dead. Parents of the deceased were at the scene to identify their children, and everyone watched as the Coroner’s Investigators from The San Mateo Co. Coroner’s Office loaded the deceased student into the Coroner’s van and drive away. Students watched as the drunk driver underwent a field sobriety test given by Atherton Police Lt. Joe Wade and Officer Krystal Pronske. The driver was ultimately arrested and arraigned. The students who participated in the exercise were realistically made-up to look as though they received serious injuries. Following the mock accident, there was a facilitated retreat for the student role players where they reflected on the presentation, and a mock memorial service for the deceased student role players that included realistic grave stones.

This program requires intensive planning and participation by students, parents, school staff, and the involved public safety agencies. Planning for this event began at the start of school last year and continued up to the day of presentation. Atherton Police Lt. Joe Wade joined the Menlo School team last August, and was joined by Public Safety Communications Dispatcher Joanne Thomas-Smith who dispatched the 9-1-1 call for the mock accident. Atherton Police Officer Krystal Pronske also participated as a first-

On April 7th Chief Guerra attended a Selby/Stockbridge neighborhood meeting where he discussed crime trends in Atherton and police activity in their neighborhood. The Chief discussed how “scammers” were targeting our residents and what to do if you are contacted by a “scammer.” The Chief also introduced residents to a reconfiguration of our Department’s mission statement, which is a work in-progress. Essentially, the Department wants to take our current one-page mission statement, and condense it into something that captures our mission and is easily understood. For example, the Atherton Police Department exists to serve the Atherton community. Putting our lives on the line to protect the life and property of another is the highest form of public service, and how we do this is as important as doing it.

Reserve Police Officer Bruce Potts hosted St. Joseph’s D.A.R.E. Program hot-dog event on April 8th with the assistance of parents, school staff, and the police department. Students were treated to a hot dog lunch prepared by PD staff while they engraved their “I promise to be drug free” dog tags, and signed the D.A.R.E. sign pledging to remain drug free.

Beginning in 1976, Governor Jerry Brown introduced the concept of establishing a permanent California Peace Officers’ Memorial in Sacramento. In 1985, Governor George Deukmejian made it a priority to establish a permanent memorial, and he created a commission to get it done. Retired Atherton Police Chief Richard Moore was appointed to this commission by the governor, which consisted of eight peace officers and a police widow. Chief Moore’s work was brought to fruition on May 13, 1988 when the Memorial was dedicated next to the State Capitol, and he was selected as the first President of the California Peace Officers’ Memorial Foundation. He has been on the Board for the last 26 years. Every May thousands of law enforcement officers from across the state along with our elected state leaders and the public come to together in Sacramento to honor those peace officers who have fallen in the line of duty. This month, the California Police Chiefs Association appointed Atherton Police Chief Michael Guerra as their Northern California representative to the Memorial’s Board of Directors. Chief Guerra plans to carry on the tradition of dedication and service established by Chief Richard Moore.

On Sunday, April 10th, Chief Mike Guerra, Sgt. Sherman Hall, and Dispatcher Nicole Bonnievie volunteered their time at the Special Olympics that was held on the Menlo School football field. Athletes from San Mateo, Santa Clara, and San Francisco counties participated in the athletic events. Police staff helped support the athletes as they went through their athletic events. This was the 20th year that Menlo School has been involved in sponsoring the Special Olympics.

PUBLIC WORKS PROJECT UPDATES:

- El Camino Real Crosswalks – Caltrans has installed new warning signs at the crosswalks. Each sign installation includes either signs or paddles in the median and at the roadside, as well as new reflectors at the median ends. Town crews have trimmed vegetation to clear the shoulders to provide clear sight distance to these new signs and to pedestrians waiting to cross, as well as a clear travel path for pedestrians and bicycles traveling on the shoulder.
- Selby Lane and Alejandra Lighted Crosswalks – staff has contacted Selby Lane school and counts were taken by the crossing guard of the numbers of students crossing El Camino Real to get to school. The pedestrian volumes do not meet the warrants required by Caltrans to install in-roadway lighted crosswalks on a state highway. The school principal, Carolyn Williams, is very interested in helping Senator Simitian convince Caltrans that this warrant requirement be lessened or waived for situations like Selby Lane and Alejandra Avenue.
- Bayfront Canal Flooding – staff attended a meeting at Redwood City with elected representatives and staff from San Mateo County, Redwood City, Menlo Park and Woodside. The purpose of the meeting was to develop a regional understanding as to how flooding affect our neighborhoods and cities, and to develop a regional collaboration for improvement.

The meeting objectives were to share common understanding of the issues and challenges associated with the Bayfront Canal and Atherton Channel drainage; recognize that mitigation measures require a regional approach; encourage staff to collaborate and compose a matrix of mitigation alternatives; and identify next steps and next meetings. There was a general understanding and consensus that flooding is a concern in all of the jurisdictions represented. There was general agreement that there is no one solution to the challenge, and that no one municipality can solve the problem on their own.

To improve the situation, a series of solutions will be required across the region. Some suggestions for improvements were:

- Separate the Bayfront Canal from the Atherton Channel so that Atherton Channel runoff goes into the slough through separate tide gates. At high tide, neither can flow out, but if separated, Atherton Channel runoff will not flow back into the lower areas that drain into the Bayfront Canal
- Create flood storage in the salt ponds. This would require a regional consortium of cities to negotiate with the salt pond owners, and would need to be separate from the Saltworks project discussions.
- Share best practices for detention in the contributing runoff areas. Atherton staff shared the Town's onsite detention policy that reduces runoff. Other

jurisdictions' policies only prevent increases, which does not directly solve the existing drainage and flooding problem.

- Create a special benefit district or impact fee to fund improvements, with the benefit or fee amount determined based on the amount of impermeable area on each property.
- Pool available grant funds to create a regional trash capture structure to satisfy the regional permit requirement.
- City staff to share all studies and detention criteria with the group and meet to develop a broad array of potential solutions.

The next meeting of the elected representatives will be in June. Each agency is asked to identify their elected official representative.

- Holbrook Trial Closure – the action plan for Holbrook Lane is underway. Staff is scheduling meetings with the North Fair Oaks Council and the Menlo Park Fire Protection District to get their input on the proposal and the public outreach meeting. Once the public meeting is held, the feedback will be summarized and brought to the next Transportation Committee meeting for a recommendation to Council for a decision on how to proceed.
- Sacred Heart/Menlo School/Hillview Safe Routes to School – staff attended a meeting at Sacred Heart with representatives from Menlo School and Menlo Park to discuss jointly studying the routes to school for the three schools to determine where overlapping routes indicate needed improvements that can be implemented by either the cities or the schools, or grants applied for.
- Status of approved traffic projects:
 - Acorn Way at Catalpa Drive and Greenoaks Drive three-way “Stop” signs have been installed at Greenoaks and stop lines installed using pre-molded thermoplastic instead of paint as a demonstration project. Catalpa signs have been installed and bagged, waiting for warm weather to paint.
 - Atherton Avenue/Fair Oaks Lane @ El Camino Real turn lane restriping awaits dry weather, with an estimated completion at the end of April.
 - James Gate “No Parking” sign installed and red curb awaits dry weather.
- Fletcher/Ridgeview Drainage and Reconstruction – Pre-construction meeting for re-start of the project held this week. The street replacement phase will begin in April.
- Hoover/Valparaiso Crosswalk – The consultant has completed the design and the project is ready to advertise. Approval to advertise is required from Caltrans now that the plans and cost estimate are completed. Caltrans has a new requirement for a Right of Way Resolution before they will approve funding for construction. The Caltrans approved plans will then be brought to the Transportation Committee and Council for approval and authorization to advertise.
- Upper Atherton Channel – the Town has received the biological opinion from the US Fish and Wildlife Service, a critical final step to have the permits issued for

construction of the project this summer. The project will be advertised for bids in May.

- High Speed Rail –The next Technical Working Group (TWG) meeting is scheduled for April 28th to discuss how to proceed with the project on the Peninsula. A phased implementation is being developed where the existing tracks with electrification are used for high speed trains between San Jose and San Francisco.
- Library – staff assisted the ALBSC to negotiate a final agreement to bring to Council in April. Planning issued an RFP for environmental studies and reports, with a contract brought to Council also in April.
- Park Survey – an RFP was issued for on-call surveying firms, with six firms providing complete responses. Three firms are recommended to provide services over a five-year on-call period. Survey tasks will be rotated among the selected firms. The first firm will provide the park survey, the second the survey for the Marsh Road Wall project, etc., on an as-needed basis.
- Park Corporation Yard – the new corporation yard remodel has been put on hold due to funding limitations and the prospect of outsourcing park maintenance.
- Hoophouse - The Master Gardeners of San Mateo County have requested permission to include a “hoop house” greenhouse structure in the corporation yard. Plans have been developed for submission for approval in April.
- Park South Meadow and Irrigation – the contractor has completed the irrigation installation for the South Meadow rehabilitation project and has sprayed the lawn to kill off weeds before applying the soil amendment and new grass seed.
- Well - While the irrigation system was down for winter repairs, the old well was inspected and found to need a new starter and other electrical parts. A contractor has been hired and the well will again be functional for irrigation now that (hopefully) the rain has stopped.

PLANNING DEPARTMENT:

The following items are scheduled for review at the April 27, 2011 Planning Commission meeting;

- Heritage Tree Removal Permit to allow the removal of two heritage trees at One Toyon Road.
- Tree Removal Permit to allow the removal of four heritage trees at One Sutherland.
- Special Structure Permit to allow a basement under an accessory structure at 338 Greenoaks Drive.

The General Plan Committee, at its May 4, 2011 meeting is scheduled to discuss the Green Building Ordinance.

BAYFRONT DRAINAGE COLLABORATION MEETING SUMMARY

Date: March 25, 2011
Time: 3:00 pm
Location: City Hall Conference Room 2B (1017 Middlefield Rd., Redwood City, CA)

Attendees:

Town of Atherton: Mr. Duncan Jones, Public Works Director

City of Menlo Park: Mr. Kent Steffens, Deputy City Manager

City of Redwood City: Hon. Council Member Ian Bain
Hon. Council Member Jeff Gee
Hon. Council Member Barbara Pierce
Mr. Chu Chang, Manager,
Building, Infrastructure and Transportation
Mr. Peter Vorametsanti, City Engineer
Ms. Grace Le, Senior Civil Engineer

San Mateo County: Hon. Supervisor Carole Groom
Mr. Joe Lo Coco, Deputy Public Works Director

Town of Woodside: Hon. Council Member Deborah Gordon
Mr. Dong Nguyen, Development Services Engineer

Meeting Purpose:

The purpose of the meeting is to develop a regional understanding as to how flooding affects our neighborhoods and cities, and to develop a regional collaboration for improvement.

Meeting Objective:

- Share common understanding of the issues and challenges associated with the Bayfront Canal and Atherton Channel drainage.
- Recognize that mitigation measures require a regional approach.
- Encourage staff to collaborate and compose a matrix of mitigation alternatives.
- Identify next steps and next meetings.

Summary of Key Discussions:

- Redwood City gave an overview of the drainage basins contributing to the Atherton Channel and Bayfront Canal
- There was a general understanding and consensus that flooding is a concern in all of the jurisdictions represented.
- Cities share conditions in their jurisdiction caused by the recent storms:
 - Redwood City had shallow flooding at the mobile home parks, in the Friendly Acre neighborhood, and on portions of Broadway, which was closed for a brief period of time.
 - Menlo Park's Haven Avenue area experienced shallow flooding, causing some street closure. This happens a couple of times a year, but no property damages.
 - County has one mobile home park near Haven Avenue in their jurisdiction that does get flooded as well as portions of North Fair Oaks. Similar to Redwood City's 5th Avenue Pump Station, County's Athlone Terrace Pump Station is under

capacity but cannot be up-graded due to the limitation of the Atherton Channel and Bayfront Canal downstream.

- Atherton had to close three roads near Marsh Road due to the overflow of the Atherton Channel.
 - Woodside does not have a “piped” storm system. Creeks and overland flows make up their system, and in storm events they do experience creek overflows and landslides.
- Woodside recalls an extensive watershed study done at Stanford for the Bayfront/Atherton Channel area. All agreed to search for related reports and studies and compile them into one source to be made available to the group.
 - There was general agreement that there is no one solution to the challenge, and that no one municipality can solve the problem on their own. To improve the situation, a series of solutions will be required across the region.
 - The concept of separating the Atherton Channel from the Bayfront Canal was suggested. However, at high tide coupled with a storm event, separated or not, both the Atherton Channel and Bayfront Canal will still overflow.
 - The usage of salt ponds adjacent to the Bayfront Canal as stormwater detention was discussed. Redwood City stated that because a development proposal for the salt ponds is in progress, any discussion of usage of the salt ponds for detention will have to be between the property owner and a consortium representing the cities involved and not Redwood City directly.
 - Atherton shared their onsite detention policy that not only prevents increase in runoff, but encourages decrease in runoff. The group agreed to share best practices and policies regarding onsite stormwater detention. The fact that detention is good, but does not directly solve the existing drainage and flooding problem was brought up.
 - Suggestion to pool available grant money to construct a large trash capture device at the Bayfront Canal to satisfy regional permit requirement was made. In general, trash capture devices tend to impede flow and increase flood risk.
 - The possibility of a special benefit district or impact fee based on the amount of impermeable area on a property was discussed. This will be further explored at staff level.
 - Close collaboration with the San Francisquito Creek JPA was suggested to maybe leverage some of the work they are doing.

Next Steps

- Each municipality will make their studies available to the group. Grace Le, Redwood City, will be the collector and distributor of the reports.
- Each municipality will share with the group, their current stormwater detention ordinances or best practices. For example, the Town of Atherton not only requires new construction or major renovations to prevent increase in runoff, but actually requires a decrease in post-project runoff. Grace Le, Redwood City will collect these ordinances, and distribute them to the group. By sharing, it is possible that a set of “best practices” can be developed and each city may update their ordinances.
- Staff will meet over the next two months to develop a broad array of potential solutions. Everyone was encouraged to think “outside of the box” and to generate ideas. Chu Chang, Redwood City, will convene this meeting(s).

- The next meeting of the larger group will convene in June. Staff will present to the larger group, the results of their idea-generating efforts, and develop a process for identifying a series of solutions. Redwood City staff will coordinate the scheduling of this meeting.
- For the cities that did not have an elected official present, staff was to identify their elected official that would represent their municipality.

**TOWN OF ATHERTON
CLAIMS LIST MARCH 2011**

	<u>Amount</u>
A/P Checks (#11767-11942)	\$ 597,642
Payroll Checks (#190-200)	5,606
Direct Deposit - Payroll	256,586
Electronic Transfer - A/P & Payroll	275,113
MARCH 2011 Total	1,134,947

I, John Danielson, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 190-200 (payroll), and 11767-11942 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,134,947 are true and correct based on the information provided to me and that there are sufficient funds for payment.

John Danielson
Interim City Manager

The above claims, check numbers 190-200 (payroll), and 11767-11942 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,134,947 are true and correct and are authorized for payment.

James Dobbie
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$ 830,371
105	Tennis	1,384
201	Special Parcel Tax	160,649
210	Road Construction Impact	73,431
213	Library	6,399
401	GF Projects	2,622
614	Worker's Comp Insurance	37,258
615	General Liability	1,417
616	Employee Benefits	21,296
740	Tree Committee	120
TOTAL		1,134,947

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11767	Check Date: 03/02/2011	Vendor: 00037	AFLAC	
	PR Batch 501 2 2011 AFLAC Accide		02/09/2011	209.60
	PR Batch 501 2 2011 AFLAC Cance		02/09/2011	176.28
	PR Batch 501 2 2011 AFLAC Dental		02/09/2011	109.43
	PR Batch 501 2 2011 AFLAC Hospit		02/09/2011	76.76
	PR Batch 501 2 2011 AFLAC Intensi		02/09/2011	24.39
	PR Batch 501 2 2011 AFLAC Life Pr		02/09/2011	34.14
	PR Batch 501 2 2011 AFLAC Specif		02/09/2011	27.90
	PR Batch 501 2 2011 AFLAC-STD		02/09/2011	62.81
	PR Batch 502 2 2011 AFLAC Accide		02/24/2011	209.60
	PR Batch 502 2 2011 AFLAC Cance		02/24/2011	176.28
	PR Batch 502 2 2011 AFLAC Dental		02/24/2011	109.43
	PR Batch 502 2 2011 AFLAC Hospit		02/24/2011	76.76
	PR Batch 502 2 2011 AFLAC Intensi		02/24/2011	24.39
	PR Batch 502 2 2011 AFLAC Life Pr		02/24/2011	34.14
	PR Batch 502 2 2011 AFLAC Specif		02/24/2011	27.90
	PR Batch 502 2 2011 AFLAC-STD		02/24/2011	62.81
	PR Batch 501 2 2011 Flex Participati		02/09/2011	15.00
	PR Batch 501 2 2011 Flex Participati		02/09/2011	20.00
501-02-2011 adj	PR Batch 501 02 2011 flex parti fee		03/02/2011	30.00
501-02-2011 adj	PR Batch 501 02 2011 fee adj T.Hen		03/02/2011	-5.00
501-02-2011 adj	PR Batch 501 02 2011 fee adj M.Gue		03/02/2011	7.50
501-02-2011 adj	PR Batch 501 02 2011 fee adj M.Gue		03/02/2011	7.50
Check Total:				1,517.62
Check No: 11768	Check Date: 03/02/2011	Vendor: 00929	MUNISERVICES LLC	
	CRAFT ELECTRIC Lic Craft Electric Company 02/2		02/23/2011	50.00
	303 CONVENTION Lic 303 Convention Way 02/18/		02/18/2011	100.00
	DIAMOND CONTRACTORS Lic Diamond Contractors 02/22/		02/22/2011	75.00
Check Total:				225.00
Check No: 11769	Check Date: 03/02/2011	Vendor: 00977	OFFICE DEPOT	
550839239001	Sales tax on keyboard		02/03/2011	4.12
Check Total:				4.12
Check No: 11770	Check Date: 03/02/2011	Vendor: 01193	SAN MATEO CNTY INFO SERV DEPT	
IYAT11012	Microwave Message/Switch Dec 201		12/31/2010	1,336.14
IYAT11012	Credit for double payment for Oct 20		12/31/2010	-1,198.50
IYAT11101	Microwave Message/Switch Jan 2011		01/31/2011	1,198.50
Check Total:				1,336.14
Check No: 11771	Check Date: 03/02/2011	Vendor: 01449	VISION SERVICE PLAN	
	PR Batch 501 2 2011 Vision Insuran		02/09/2011	727.59
Check Total:				727.59
Check No: 11772	Check Date: 03/07/2011	Vendor: 00025	ACCONTEMPMS	
32711000	Temp Dean, Hazel 02/08/11 - 02/11/		02/17/2011	956.25
Check Total:				956.25
Check No: 11773	Check Date: 03/07/2011	Vendor: 00055	AMERICAN FLAGPOLE & FLAG CO	
91669	New flagpole and mounts 30"x6"x.18		12/22/2010	2,444.75
Check Total:				2,444.75
Check No: 11774	Check Date: 03/07/2011	Vendor: 00077	AT&T CALNET 2	
000002092946	251-1053 01/20/11 - 02/19/11		02/20/2011	84.06
000002092952	451-6690 01/20/11 - 02/19/11		02/20/2011	66.23
000002092947	281-1953 01/20/11 - 02/19/11		02/20/2011	96.92
000002168201	322-8691 01/25/11 - 02/24/11		02/25/2011	15.59
000002074030	326-1167 01/13/11 - 02/12/11		02/13/2011	15.83

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
000002092949	271-5840	01/20/11 - 02/19/11	02/20/2011	265.40
000002092948	252-8343	01/20/11 - 02/19/11	02/20/2011	46.87
000002092953	451-6691	01/20/11 - 02/19/11	02/20/2011	76.52
000002092950	271-7360	01/20/11 - 02/19/11	02/20/2011	359.19
000002092951	451-6689	01/20/11 - 02/19/11	02/20/2011	66.23
Check Total:				1,092.84
Check No: 11775	Check Date: 03/07/2011	Vendor: 00510	BENSON CYCLES, INC	
7682	2007 Honda ST1300P- chnge brks, ti		02/15/2011	1,739.72
Check Total:				1,739.72
Check No: 11776	Check Date: 03/07/2011	Vendor: 00151	BURKE,WILLIAMS&SORENSEN LLP	
143608	Monthly Retainer Jan 2011		02/28/2011	11,000.00
143608	Other legal services Jan 2011		02/28/2011	14,265.93
Check Total:				25,265.93
Check No: 11777	Check Date: 03/07/2011	Vendor: 00289	CLARK PEST CONTROL	
10859071	Weed control HP Park control svc Fe		01/29/2011	855.00
10901460	Pest control library Feb 2011		01/31/2011	95.00
Check Total:				950.00
Check No: 11778	Check Date: 03/07/2011	Vendor: 00377	CSG CONSULTANTS INC	
B100121	93 Broadacres inspection 6/1/10-6/30		03/07/2011	1,892.95
Check Total:				1,892.95
Check No: 11779	Check Date: 03/07/2011	Vendor: 00384	CUTWATER INVESTOR SERVICES COR	
14330A	Invest advisory service 1/1/11 - 1/3		02/15/2011	1,000.00
Check Total:				1,000.00
Check No: 11780	Check Date: 03/07/2011	Vendor: 00437	D-PREP LLC	
MAR 2011	PAS Oprtn&Calibrtn 3/24/11 Dennis		03/07/2011	292.00
Check Total:				292.00
Check No: 11781	Check Date: 03/07/2011	Vendor: 00653	AARON DALUGDUG	
197	Rental of a 12 channel Mixer/Amplifi		02/16/2011	480.00
Check Total:				480.00
Check No: 11782	Check Date: 03/07/2011	Vendor: 00407	DANIELSON ASSOCIATES INC	
161	Interim city manager Feb 2011		03/04/2011	15,000.00
Check Total:				15,000.00
Check No: 11783	Check Date: 03/07/2011	Vendor: 00402	DE LAGE FINANCIAL SERVICES,INC	
8801443	Lease for Sharp/MxM453N 2/15/11-		02/20/2011	152.90
Check Total:				152.90
Check No: 11784	Check Date: 03/07/2011	Vendor: 00490	FAS TRAK VIOLATION PROCESSING	
TEV#T11016695	Bridge toll Maint Sup meeting S.Tyle		02/22/2011	5.00
Check Total:				5.00
Check No: 11785	Check Date: 03/07/2011	Vendor: 00499	FERRARI DESIGNS	
35 MARYMONT	Refund 35 Marymont Ave P#BP11-0		02/22/2011	1,000.00
Check Total:				1,000.00
Check No: 11786	Check Date: 03/07/2011	Vendor: 00512	FRANK & GROSSMAN LANDSCAPE CON	
144044	Add Landscape maint Atherton Jan 2		01/31/2011	900.00
143946	Landscape maint Atherton Feb 2011		02/01/2011	2,983.00
Check Total:				3,883.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11787	Check Date: 03/07/2011	Vendor: 00518	GALLAGHER & BURK, INC	
41010807	Fletcher Dr/Ridgev Pvm&Drain 1/31		01/31/2011	18,040.22
4101088R	Reten Fletcher Dr/Ridgev Pvm&Dra		01/31/2011	68,138.14
			Check Total:	86,178.36
Check No: 11788	Check Date: 03/07/2011	Vendor: 00145	MELANIE GOLDSTEIN	
MARCH 2011	Milge Cty clerk conf Assc M.Gold 3/		03/07/2011	77.67
MARCH 2011	Meals Cty clerk conf Assc M.Gold 3/		03/07/2011	38.74
			Check Total:	116.41
Check No: 11789	Check Date: 03/07/2011	Vendor: 00550	JOSE GOTIERREZ	
0103	Cleaned carpet on library,lobby Feb		02/21/2011	500.00
			Check Total:	500.00
Check No: 11790	Check Date: 03/07/2011	Vendor: 00557	GRANITE ROCK CO	
623723	0.99 Tons Pothole mix-various loc At		02/12/2011	163.05
			Check Total:	163.05
Check No: 11791	Check Date: 03/07/2011	Vendor: 00585	N HARRIS COMPUTER CORPORATION	
MN002784	Port Lic fee support 4/1/11 - 6/30/1		02/24/2011	175.00
MN002784	Annual Unidata support 4/1/11 - 6/30/1		02/24/2011	26.25
MN002784	Unidata SBD support 4/1/11 - 6/30/1		02/24/2011	195.00
MN002784	Unidata SBR support 4/1/11 - 6/30/1		02/24/2011	13.50
MN002784	Wintegrade support 4/1/11 - 6/30/11		02/24/2011	13.75
			Check Total:	423.50
Check No: 11792	Check Date: 03/07/2011	Vendor: 00617	HORIZON DISTRIBUTORS, INC.	
1N038186	42 SCH80 Nipple, Marlex TT-Irrigat		02/18/2011	86.66
			Check Total:	86.66
Check No: 11793	Check Date: 03/07/2011	Vendor: 00673	INTERMOUNTAIN ELECTRIC CO	
0032305	Replaced 250 watts HPS in tree lumi		02/15/2011	460.00
0032305	Replaced photocell controlling lights		02/15/2011	135.00
0032305	Replaced 250 watts Metal Halide lam		02/15/2011	405.00
			Check Total:	1,000.00
Check No: 11794	Check Date: 03/07/2011	Vendor: 00724	JOSEPH J. ALBANESE, INC	
2021	Atherton Street Reconstruction Feb 2		02/16/2011	31,582.21
2021	Atherton Street Reconstruction Feb 2		02/16/2011	1,661.79
2020	Over deduction of retention Feb 2011		02/16/2011	5,509.80
			Check Total:	38,753.80
Check No: 11795	Check Date: 03/07/2011	Vendor: 00857	MAZE & ASSOCIATES	
25773	FY2010 Single Audit		02/22/2011	4,900.00
			Check Total:	4,900.00
Check No: 11796	Check Date: 03/07/2011	Vendor: 00927	MANOU MOVASSATE	
233 PARK LANERefund 233 Park Lane P#BP08-0014			03/01/2011	5,000.00
			Check Total:	5,000.00
Check No: 11797	Check Date: 03/07/2011	Vendor: 00929	MUNISERVICES LLC	
CARIBBEAN FLOOR Lic Caribbean Floors Inc 02/28/			02/28/2011	75.00
			Check Total:	75.00
Check No: 11798	Check Date: 03/07/2011	Vendor: 00977	OFFICE DEPOT	
551878575001 500 envelopes for payroll - Finance			02/11/2011	12.15
			Check Total:	12.15

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11799	Check Date: 03/07/2011	Vendor: 00993	ORCHARD SUPPLY HARDWARE	
1359/FEB 2011	Cement for sign posts		02/22/2011	32.58
1359/FEB 2011	Supplies for banner at Marsh/Middlef		02/22/2011	14.60
1359/FEB 2011	Fence repairs - City manager mailbox		02/22/2011	33.40
1359/FEB 2011	Hose Mender		02/22/2011	26.20
1359/FEB 2011	Locknut		02/22/2011	22.82
1359/FEB 2011	All weather duct for leak		02/22/2011	42.13
1359/FEB 2011	Hooks and hose repair - Tennis court		02/22/2011	20.00
			Check Total:	191.73
Check No: 11800	Check Date: 03/07/2011	Vendor: 01021	PAW PRINTS, INC	
23806	Aluminum Sign		02/24/2011	27.31
			Check Total:	27.31
Check No: 11801	Check Date: 03/07/2011	Vendor: 01037	PG & E	
7457969332-1/2	Police Dept 1/27/11 - 2/24/11		02/24/2011	1,558.31
3457969588-2/2	Signal El Camino Ather 1/26/11 - 2/2		02/24/2011	38.66
			Check Total:	1,596.97
Check No: 11802	Check Date: 03/07/2011	Vendor: 01102	QUEST DISCOVERY SERVICES	
992254	Refund overpay SJS102259		02/24/2011	10.80
			Check Total:	10.80
Check No: 11803	Check Date: 03/07/2011	Vendor: 01121	RED WING SHOE-REDWOOD CITY	
1520000004950	Safety work boots J.Andrade		02/25/2011	152.39
			Check Total:	152.39
Check No: 11804	Check Date: 03/07/2011	Vendor: 01209	SAN MATEO CNTY CITY MANAGERS A	
FY 2011 DUES	FY 2011 Annual due membership -Ct		02/24/2011	250.00
			Check Total:	250.00
Check No: 11805	Check Date: 03/07/2011	Vendor: 01212	SAN MATEO CNTY CONTROLLERS OFF	
FEB 2011	Allocation of parking penalties Feb		03/07/2011	272.50
			Check Total:	272.50
Check No: 11806	Check Date: 03/07/2011	Vendor: 01313	SPRINT	
130538811-039	Mobile data comm PD 1/26/11 - 2/25		03/01/2011	443.83
			Check Total:	443.83
Check No: 11807	Check Date: 03/07/2011	Vendor: 01357	TEE'S PLUS	
344018	Sales tax payable		02/16/2011	-13.32
344018	8 Dare Gildan Hooded Sweatshirts		02/16/2011	168.84
			Check Total:	155.52
Check No: 11808	Check Date: 03/07/2011	Vendor: 01379	STEPHANIE VON THADEN	
198 CATALPA DR	Refund 198 Catalpa Drive P#BP09-0		02/25/2011	6,297.45
			Check Total:	6,297.45
Check No: 11809	Check Date: 03/07/2011	Vendor: 01417	UNIFIRST CORPORATION	
380 0409685	Uniform svc B.Butler 02/17/11		02/17/2011	21.11
380 0409685	Uniform svc J.Andrade 02/17/11		02/17/2011	21.11
380 0409685	Uniform svc E.Lopez 02/17/11		02/17/2011	21.11
380 0409685	Uniform svc T.Henderson 02/17/11		02/17/2011	27.34
380 0408665	Uniform svc E.Lopez 02/10/11		02/10/2011	23.32
380 0409686	Uniform svc E.Lopez 02/17/11		02/17/2011	23.23
380 0408665	Uniform svc M.Anderson 02/10/11		02/10/2011	23.32
380 0409686	Uniform svc M.Anderson 02/17/11		02/17/2011	23.23
380 0408665	Mats HP Park Maint 02/10/11		02/10/2011	66.97
380 0409686	Mats HP Park Maint 02/17/11		02/17/2011	21.21

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
380 0409685	Mats HP Park 02/17/11		02/17/2011	41.02
			Check Total:	312.97
Check No: 11810	Check Date: 03/07/2011	Vendor: 01437	USPS	
BRM PERMIT	BRM fee renewal notice BRM permit		03/02/2011	185.00
			Check Total:	185.00
Check No: 11811	Check Date: 03/07/2011	Vendor: 01480	WYATT CONSTRUCTION	
255 SELBY LN	Refund 255 Selby Lane P#BP10-002		03/02/2011	279.25
			Check Total:	279.25
Check No: 11812	Check Date: 03/09/2011	Vendor: 00542	GOLDEN PAW LLC	
39792	Batch#387, Refund#387, 27 Selby la		02/14/2011	6,568.52
39793	Batch#387, Refund#387, 27 Selby la		02/14/2011	324.57
39794	Batch#387, Refund#387, 27 Selby la		02/14/2011	348.91
39797	Batch#387, Refund#387, 27 Selby la		02/14/2011	56.80
39796	Batch#387, Refund#387, 27 Selby la		02/14/2011	16.23
BP09-00285	Batch#387, Refund#387, 27 Selby la		02/14/2011	16.23
			Check Total:	7,331.26
Check No: 11813	Check Date: 03/09/2011	Vendor: 00554	EDWARD C GOODSTEIN	
BP09-00463	Batch#168, Refund#168, 65 Winches		02/24/2011	259.65
BP09-00462	Batch#168, Refund#168, 65 Winches		02/24/2011	3,186.89
			Check Total:	3,446.54
Check No: 11814	Check Date: 03/09/2011	Vendor: 00608	LARRY HOLTHAUS	
BP09-00168	Batch#315, Refund#315, 182 Atherto		02/24/2011	20.29
39419	Batch#315, Refund#315, 182 Atherto		02/24/2011	689.71
BP09-00195	Batch#315, Refund#315, 182 Atherto		02/24/2011	40.57
			Check Total:	750.57
Check No: 11815	Check Date: 03/09/2011	Vendor: 01011	MIGUEL PARAVATI	
BP09-00394	Batch#294, Refund#294, 133 Atherto		02/24/2011	346.88
BP09-00393	Batch#294, Refund#294, 133 Atherto		02/24/2011	247.49
BP09-00308	Batch#294, Refund#294, 133 Atherto		02/24/2011	142.00
			Check Total:	736.37
Check No: 11816	Check Date: 03/09/2011	Vendor: 01295	SILVERCREEK DEVELOPMENT COMPAN	
38717	Batch#341, Refund#341, 87 Patricia		02/24/2011	223.14
BP09-00515	Batch#341, Refund#341, 210 Atherto		02/24/2011	202.86
			Check Total:	426.00
Check No: 11817	Check Date: 03/09/2011	Vendor: 01311	BARBARA SOMMER	
BP08-00346	Batch#99, Refund#99, 147 Atherton		02/14/2011	50.71
			Check Total:	50.71
Check No: 11818	Check Date: 03/09/2011	Vendor: 01472	HEIDI WELCH	
BP09-00106	Batch#308, Refund#308, 217 Camin		02/15/2011	281.97
39752	Batch#308, Refund#308, 217 Camin		02/15/2011	172.43
BP09-00326	Batch#308, Refund#308, 217 Camin		02/15/2011	22.31
			Check Total:	476.71
Check No: 11819	Check Date: 03/09/2011	Vendor: 01490	GEORGE YULE	
BP08-00551	Batch#192, Refund#192, 40 Wilburn		02/24/2011	36.51
			Check Total:	36.51
Check No: 11820	Check Date: 03/15/2011	Vendor: 01349	TEAMSTERS LOCAL 856 H & W	
PR Batch 501 2 2011 Dental Insuran			02/09/2011	6,292.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	6,292.00
Check No: 11821	Check Date: 03/18/2011	Vendor: 00260	CHRISTOPHER J IRELAND	
BP08-00416	Batch#134, Refund#134, 89 Tallwo		03/10/2011	121.71
			Check Total:	121.71
Check No: 11822	Check Date: 03/18/2011	Vendor: 00744	KIRK WORKMAN PERMIT	
39700	Batch#358, Refund#358, 96 Atherton		03/10/2011	101.43
BP08-00060	Batch#358, Refund#358, 2 Heritage		03/10/2011	154.17
BP08-00331	Batch#358, Refund#358, 49 Fairview		03/10/2011	121.71
BP08-00394	Batch#358, Refund#358, 279 Polhem		03/10/2011	101.43
BP09-00019	Batch#358, Refund#358, 101 Hawth		03/10/2011	152.14
BP09-00060	Batch#358, Refund#358, 62 Selby Ln		03/10/2011	121.71
BP09-00157	Batch#358, Refund#358, 194 Fair Oa		03/10/2011	162.30
			Check Total:	914.89
Check No: 11823	Check Date: 03/18/2011	Vendor: 00811	JASON MAAS	
BP09-00308	Batch#198, Refund#198, 35 Linda V		03/10/2011	3,521.61
BP09-00309	Batch#198, Refund#198, 35 Linda V		03/10/2011	916.91
BP09-00310	Batch#198, Refund#198, 35 Linda V		03/10/2011	24.34
BP09-00311	Batch#198, Refund#198, 35 Linda V		03/10/2011	30.43
			Check Total:	4,493.29
Check No: 11824	Check Date: 03/18/2011	Vendor: 01001	PACIFIC PENINSULA GROUP	
BP09-00701	Batch#45, Refund#45, 33 Spencer La		12/07/2010	7,320.10
BP09-00702	Batch#45, Refund#45, 33 Spencer La		12/07/2010	1,803.40
BP09-00762	Batch#45, Refund#45, 6 Cowell Lan		12/07/2010	3,635.20
			Check Total:	12,758.70
Check No: 11825	Check Date: 03/18/2011	Vendor: 01165	SACRED HEART SCHOOLS	
39696	Batch#327, Refund#327,150 Valpara		03/10/2011	31,319.11
39560	Batch#327, Refund#327,150 Valpara		03/10/2011	30.43
39699	Batch#327, Refund#327,150 Valpara		03/10/2011	286.03
BP08-00192	Batch#327, Refund#327,150 Valpara		03/10/2011	101.43
39777	Batch#327, Refund#327,150 Valpara		03/10/2011	196.77
BP09-00094	Batch#327, Refund#327,150 Valpara		03/10/2011	3,296.43
BP09-00095	Batch#327, Refund#327,150 Valpara		03/10/2011	945.31
BP09-00267	Batch#327, Refund#327,150 Valpara		03/10/2011	99.40
			Check Total:	36,274.91
Check No: 11826	Check Date: 03/18/2011	Vendor: 01312	SPRING CREEK POOL & SPA INC	
BP08-00075	Batch#345, Refund#345, 84 Lupin L		03/10/2011	137.94
			Check Total:	137.94
Check No: 11827	Check Date: 03/18/2011	Vendor: 01376	TINCHER CONSTRUCTION COMPANY I	
BP09-00115	Batch#371, Refund#371, 383 Walsh		03/14/2011	259.65
BP09-00116	Batch#371, Refund#371, 383 Walsh		03/14/2011	912.86
BP09-00401	Batch#371, Refund#371, 383 Walsh		03/14/2011	253.57
BP09-00122	Batch#371, Refund#371, 383 Walsh		03/14/2011	399.63
BP09-00421	Batch#371, Refund#371, 383 Walsh		03/14/2011	40.57
BP09-00061	Batch#371, Refund#371, 383 Walsh		03/14/2011	699.86
			Check Total:	2,566.14
Check No: 11828	Check Date: 03/18/2011	Vendor: 00014	A2Z BUSINESS SYSTEMS	
50660A	15,000/box Staples copier 3501/4501		03/11/2011	117.07
			Check Total:	117.07
Check No: 11829	Check Date: 03/18/2011	Vendor: 00005	ABAG	
9011110214	GL Claim # 070934 02/06/11 - 02/12		02/14/2011	1,416.93

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	1,416.93
Check No: 11830	Check Date: 03/18/2011	Vendor: 00017	ABAG POWER PURCHASING POOL	
8003488	91 Ashfield - Admin 1/25/11-2/24/11		03/01/2011	98.30
8003488	Station Lane/Town Hall 1/26/11-2/24		03/01/2011	19.69
8003488	Station Lane/Town Hall 1/26/11-2/24		03/01/2011	118.16
8003488	91 Ashfield - PD 1/25/11-2/24/11		03/01/2011	167.38
8003488	Station Lane/Town Hall 1/26/11-2/24		03/01/2011	59.07
8003488	99 Dinkenspiel Corp Off 1/26/11-2/2		03/01/2011	206.29
8003488	Library/Dinkenspiel/Sta 1/26/11-2/2		03/01/2011	128.62
			Check Total:	797.51
Check No: 11831	Check Date: 03/18/2011	Vendor: 00025	ACCOUNTEMPS	
32658973	Temp Dean, Hazel 01/31/11 - 02/03/		02/08/2011	1,275.00
32788612	Temp Dean, Hazel 02/22/11 - 02/25/		03/02/2011	1,275.00
			Check Total:	2,550.00
Check No: 11832	Check Date: 03/18/2011	Vendor: 00077	AT&T CALNET 2	
000002170431	752-0600 01/27/11 - 02/26/11		02/27/2011	111.87
000002182346	327-3232 02/01/11 - 02/28/11		03/01/2011	15.59
000002182347	327-4859 02/01/11 - 02/28/11		03/01/2011	55.27
000002182348	327-4866 02/01/11 - 02/28/11		03/01/2011	15.61
			Check Total:	198.34
Check No: 11833	Check Date: 03/18/2011	Vendor: 00205	CAL WATER SERVICE	
62126158/2-11	94 Ashfield 1/5/11-2/2/11		03/02/2011	36.26
91512681/2-11	91 Ashfield 1/5/11-2/2/11		03/02/2011	18.44
91512699/2-11	Station Lane Meter 1/5/11-2/2/11		03/02/2011	2.73
91512699/2-11	Station Lane Meter 1/5/11-2/2/11		03/02/2011	16.41
91512664/2-11	83 Ashfield 1/5/11-2/2/11		03/02/2011	40.72
91512699/2-11	Station Lane Meter 1/5/11-2/2/11		03/02/2011	8.21
62040688/2	99 Ashfield Road 2/3/11-3/3/11		03/04/2011	52.64
90069321/2	Station Lane 2/3/11-3/3/11		03/04/2011	59.92
62051509/2-11	Alameda/Atherton 1/5/11-2/2/11		03/02/2011	135.35
62061499/2-11	El Camino Real 1/5/11-2/2/11		03/02/2011	72.97
97947324/2-11	El Camino Real (2) 1/27/11-2/24/11		03/02/2011	228.92
89783897/2-11	Maple 1/5/11-2/2/11		03/02/2011	32.62
62051537/2-11	150 Watkins 1/27/11-2/24/11		03/02/2011	166.55
6051537FirePro/	50 Watkins (Fire Protect) 2/1/11-2/2		03/02/2011	29.31
97127159/2-11	2 Station Lane 1/5/11-2/2/11		03/02/2011	40.72
			Check Total:	941.77
Check No: 11834	Check Date: 03/18/2011	Vendor: 01555	CALIFORNIA RELEAF	
2011 CA RELEAF011	Atherton Tree Committee mem		02/24/2011	120.00
			Check Total:	120.00
Check No: 11835	Check Date: 03/18/2011	Vendor: 00277	CITY OF MENLO PARK	
JUL2010-DEC2011	berg,maint Val&univ traf sig 7/10-1		03/09/2011	1,914.51
			Check Total:	1,914.51
Check No: 11836	Check Date: 03/18/2011	Vendor: 00281	CITY OF REDWOOD CITY	
BR25610	IT Support February 2011		02/28/2011	2,307.00
			Check Total:	2,307.00
Check No: 11837	Check Date: 03/18/2011	Vendor: 00377	CSG CONSULTANTS INC	
B110038	Relocatables Sacred Heart 2/1/11-2/2		03/02/2011	514.50
019628	D.Lockard bldg offic svc 1/1/11-1/28		02/11/2011	7,822.50
019630	Code Enforcement 1/1/11-1/28/11		02/11/2011	3,296.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	11,633.00
Check No: 11838	Check Date: 03/18/2011	Vendor: 00449	DUNBAR ARMORED INC	
2849182	Armored car service March 2011		03/01/2011	126.75
2849182	Maint fee March 2011		03/01/2011	10.66
			Check Total:	137.41
Check No: 11839	Check Date: 03/18/2011	Vendor: 00458	EARL AND JOY FRY	
97 MARYMONT	refund 97 Marymont Ave P#BP10-0		03/08/2011	4,570.00
			Check Total:	4,570.00
Check No: 11840	Check Date: 03/18/2011	Vendor: 00467	EMERGENCY SERVICE RESTORATION,	
SFSI3012	Sewage/gray water interior clean-up		01/31/2011	734.49
			Check Total:	734.49
Check No: 11841	Check Date: 03/18/2011	Vendor: 00512	FRANK & GROSSMAN LANDSCAPE CON	
144049	Maint town center,PD,Train Stat 3/11		03/01/2011	691.00
144049	El Cam Real shou Middlefld,Selby L		03/01/2011	900.00
144049	Maint 160 Watkins CM house 3/11		03/01/2011	480.00
144049	Maint library 3/11		03/01/2011	912.00
			Check Total:	2,983.00
Check No: 11842	Check Date: 03/18/2011	Vendor: 00609	HOME DEPOT CREDIT SERVICES	
6022434	1 Paint brush cleaner-M.Ander 2/28/		02/28/2011	11.20
6022434	40 wood prking blocks-M.Ander 2/2		02/28/2011	97.80
6022434	100 high pressure bulbs-M.Ander 2/2		02/28/2011	25.77
9586110	1 Paint roller cover-R.Espino 2/15/1		02/15/2011	17.78
9586110	1 Paint glue remover-R.Espino 2/15/		02/15/2011	8.28
9586110	1 Drop cloth disposable-R.Espino 2/1		02/15/2011	8.77
9586110	1 Paint tray liner-R.Espino 2/15/11		02/15/2011	6.27
9586110	1 Paint tray liner-R.Espino 2/15/11		02/15/2011	6.27
8030149	1 Fence post cement patio-R.Espi 2/1		02/16/2011	3.65
8030149	22 Wndw casing main house-R.Espi		02/16/2011	35.82
8030149	1 Cement patio repair-R.Espi 2/16/11		02/16/2011	4.65
8030149	1 Ext wndw casing repair-R.Espi 2/1		02/16/2011	19.04
8030149	1 wndw casing main house-R.Esp 2/1		02/16/2011	22.32
8030149	1 Ext wndw casing repairs-R.Espi 2/1		02/16/2011	19.04
			Check Total:	286.66
Check No: 11843	Check Date: 03/18/2011	Vendor: 00649	IEDA INC	
MARCH 2011	Labor relation consulting 3/1/11-3/3		03/01/2011	1,030.00
			Check Total:	1,030.00
Check No: 11844	Check Date: 03/18/2011	Vendor: 00673	INTERMOUNTAIN ELECTRIC CO	
0032318	Replaced kitchen light - CM house		02/28/2011	495.00
			Check Total:	495.00
Check No: 11845	Check Date: 03/18/2011	Vendor: 00736	KEVIN J. HOLDEN & ASSOCIATES,	
2291	HVAC servicing - PD		03/04/2011	160.00
			Check Total:	160.00
Check No: 11846	Check Date: 03/18/2011	Vendor: 00737	KIKUCHI & ASSOCIATES, INC	
CORP YARD ARCHIT	Corp Yard design project 2/1/11-2/28		03/02/2011	1,155.00
			Check Total:	1,155.00
Check No: 11847	Check Date: 03/18/2011	Vendor: 00779	LEAGUE OF CALIFORNIA CITIES	
105227	Strategic priorities membr-cty mngr		01/31/2011	3,953.00
			Check Total:	3,953.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11848	Check Date: 03/18/2011	Vendor: 00801	LYNGSO GARDEN MATERIALS, INC	
810217	Cement for Flagpole base - PD 4/30/		03/09/2011	172.95
389064	50 Ton base rock w/deliv inventory 3/		03/09/2011	874.00
810008	Top Soil - DPW Park Maint 3/4/11		03/04/2011	37.15
			Check Total:	1,084.10
Check No: 11849	Check Date: 03/18/2011	Vendor: 00829	MARK THOMAS & CO INC	
14956	Top Surv Park lane and Poh Ave Feb		03/10/2011	1,220.00
			Check Total:	1,220.00
Check No: 11850	Check Date: 03/18/2011	Vendor: 00929	MUNISERVICES LLC	
PAUL GARDNER	Bus Lic Paul Gardner Construct 3/15/		03/15/2011	150.00
A AFFORDABLE	Bus Lic A Affordable Plumbing 3/15/		03/15/2011	50.00
FOLEY ELECTRIC	Bus Lic Foley Electric Inc 3/10/11		03/10/2011	75.00
DEAN KNECHT	Bus Lic Dean Knecht 3/8/11		03/08/2011	75.00
			Check Total:	350.00
Check No: 11851	Check Date: 03/18/2011	Vendor: 00977	OFFICE DEPOT	
554290741001	1 Easel, black board stand-Admin 3/2		03/03/2011	36.32
554084081001	2 cases of paper 8.5 x 11 -Admin 3/1		03/02/2011	71.98
554084081001	1 red/white tpe label cart -Admin 3/		03/02/2011	12.52
554084081001	1 box rubberband - Admin 3/1/11		03/02/2011	3.00
554084081001	10 pack of small paperclips-Admin 3/		03/02/2011	9.38
554084081001	10 scotch tapes - Admin 3/1/11		03/02/2011	11.36
554084081001	5 insertable 8 tabs divider-Admin 3/		03/02/2011	13.39
554084081001	100 manilla envelopes - Admin 3/1/1		03/02/2011	11.25
554084081001	1 A-Z divider - Admin 3/1/11		03/02/2011	1.99
554084081001	1 message phone book - Admin 3/1/1		03/02/2011	4.90
554084081001	12 bankers boxes - Admin 3/1/11		03/02/2011	15.10
554084081001	1 white board - Admin 3/1/11		03/02/2011	50.36
554084081001	1 HP 61x toner for 4100 - Fin 3/1/11		03/02/2011	113.87
554084081001	6 scotch tapes - Planning 3/1/11		03/02/2011	12.01
554084081001	2 "sign here" tags - Bldg 3/1/11		03/02/2011	8.80
554084081001	1 legal size clip board - Bldg 3/1/1		03/02/2011	0.85
554084081001	4 Ink refill - Bldg 3/1/11		03/02/2011	13.59
554084081001	1 clipboard - Bldg 3/1/11		03/02/2011	9.08
554084081001	6 scotch tapes - Bldg 3/1/11		03/02/2011	8.39
554084081001	1 binder 3" - Bldg 3/1/11		03/02/2011	4.70
554084081001	3 poly folders- Bldg 3/1/11		03/02/2011	11.46
554084081001	4 binder 1" - Bldg 3/1/11		03/02/2011	23.00
554290741001	1 Appointment/planner bk-DPW 3/2/		03/03/2011	12.83
554084081001	3 tapes 90 minutes - DPW 3/1/11		03/02/2011	12.94
554084081001	22 jumbo paper clips-DPW 3/1/11		03/02/2011	4.36
554084081001	1 package of paper clips - DPW 3/1/1		03/02/2011	3.13
554084081001	1 package lined tablets - DPW 3/1/1		03/02/2011	3.98
554084081001	1 HP ink cartridge - DPW 3/1/11		03/02/2011	50.96
			Check Total:	535.50
Check No: 11852	Check Date: 03/18/2011	Vendor: 01023	PENINSULA CUSTOM HOMES	
95 MONTE VISTA	Refund 95 Monte Vista Ave P#BP09		03/08/2011	1,000.00
			Check Total:	1,000.00
Check No: 11853	Check Date: 03/18/2011	Vendor: 00704	DAVID PEREIRA	
125	Annu fire extinguisher recharge-Tow		02/23/2011	732.00
			Check Total:	732.00
Check No: 11854	Check Date: 03/18/2011	Vendor: 01031	PETER L.OSHMAN TRUST	
197 AHERTON	Refund 197 Atherton Ave P#BP10-0		03/14/2011	1,995.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	1,995.00
Check No: 11855	Check Date: 03/18/2011	Vendor: 01037	PG & E	
5678831050/2	Ashfield/Town Hall 1/27/11-2/24/11		03/03/2011	491.65
5678831814/2	Station Lane planning 1/26/11-2/24/1		03/03/2011	16.08
5678831814/2	Station Lane building 1/26/11-2/24/1		03/03/2011	96.44
5678831814/2	Station Lane public work 1/26/11-2/2		03/03/2011	48.22
567883105/2	Signal-Middle/Oak Grove 1/27/11-2/		03/03/2011	40.02
5678831015/2	Signal E/S Middlefield 1/27/11-2/25/		03/03/2011	50.26
5678831020/2	Signal-Marsh/Middlefield 1/27/11-2/		03/03/2011	8.87
5678831002 et al	Street Lights 2/02/11-2/28/11		03/03/2011	3,998.08
9531312943-9/1	93 Dinkelspiel Station 1/26/11-1/25/		02/25/2011	171.98
9291302548-9/1	Corp Office Storage 1/26/11-1/24/11		02/25/2011	74.58
8671355582-8/1	Traffic control svc 1/27/11-2/25/11		02/27/2011	36.91
5678831040/2	Pump 150 Watkins 1/27/11-2/25/11		03/03/2011	80.16
5678831030/2	Activity Bldg 150 Watkin 1/24/11-2/		03/03/2011	295.09
5678831035/2	Modular Bldg 150 Watkin 1/27/11-2/		03/03/2011	359.35
0896302362/1	HP Park 160 Watkins (CM) 1/27/11-		02/28/2011	83.19
9166302556-6/1	Atherton library 1/26/11-1/24/11		02/25/2011	412.93
			Check Total:	6,263.81
Check No: 11856	Check Date: 03/18/2011	Vendor: 01045	PITNEY BOWES INC	
516771	Warranty 4/1/11-3/31/12 S#0000023		03/01/2011	213.00
516770	Warranty 4/1/11-3/31/12 S#0000004		03/01/2011	663.00
516769	Warranty 4/1/11-3/31/12 S#0000011		03/01/2011	349.00
			Check Total:	1,225.00
Check No: 11857	Check Date: 03/18/2011	Vendor: 01089	PURCHASE POWER	
38852315	Postage Meter Refill/Trans fee 02/18		02/17/2011	1,019.99
			Check Total:	1,019.99
Check No: 11858	Check Date: 03/18/2011	Vendor: 01114	RAFFIN CONSTRUCTION	
113 MIDDLEFIELD	fund 113 Middlefield Rd P#BP10-		03/10/2011	1,000.00
			Check Total:	1,000.00
Check No: 11859	Check Date: 03/18/2011	Vendor: 01145	REPUBLIC ITS INC	
RI-106670	Traffic signal maint Feb 2011		03/10/2011	314.01
RI-106671	Traffic signal response Feb 2011		03/10/2011	279.08
			Check Total:	593.09
Check No: 11860	Check Date: 03/18/2011	Vendor: 01241	SAN MATEO CNTY FORENSIC LAB	
CL02689	Serology sexual assault kit Jan 2011		01/31/2011	360.00
CL02689	Narcotic ID Jan 2011		01/31/2011	90.00
CL02689	Fingerprint process evidence Jan 201		01/31/2011	844.00
CL02689	Phlebotomy services Jan 2011		01/31/2011	130.00
			Check Total:	1,424.00
Check No: 11861	Check Date: 03/18/2011	Vendor: 01237	SAN MATEO CNTY SHERIFF'S OFFIC	
MARCH 2011	Livescan - Noy		03/21/2011	18.00
			Check Total:	18.00
Check No: 11863	Check Date: 03/18/2011	Vendor: 01289	SHARP ELECTRONICS CORPORATION	
AR347381	1/16/11-2/15/11 Sharp/MXM550N o		02/24/2011	89.36
			Check Total:	89.36
Check No: 11864	Check Date: 03/18/2011	Vendor: 01309	SPRINGBROOK SOFTWARE INC	
MAY 2011	Sprngbrook software conf 5/3-5/5/11		03/18/2011	495.00
			Check Total:	495.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11865	Check Date: 03/18/2011	Vendor: 01334	STUART M. FLASHMAN	
FEB 2011	Legal HSR Atherton 1/1/11 - 1/31/11		02/09/2011	998.97
			Check Total:	998.97
Check No: 11866	Check Date: 03/18/2011	Vendor: 01353	TEAMSTERS UNION LOCAL 856	
	PR Batch 501 3 2011 Teamsters Due		03/09/2011	374.78
			Check Total:	374.78
Check No: 11867	Check Date: 03/18/2011	Vendor: 01417	UNIFIRST CORPORATION	
380 0411785	Uniform svc B.Butler 3/3/11		03/03/2011	21.11
380 0411785	Uniform svc J.Andrade 3/3/11		03/03/2011	21.11
380 0411785	Uniform svc E.Lopez 3/3/11		03/03/2011	21.11
380 0411785	Uniform svc T.Henderson 3/3/11		03/03/2011	27.34
380 0412833	Uniform svc B.Butler 3/10/11		03/10/2011	21.10
380 0412833	Uniform svc J.Andrade 3/10/11		03/10/2011	21.10
380 0412833	Uniform svc E.Lopez 3/10/11		03/10/2011	21.10
380 0412833	Uniform svc T.Henderson 3/10/11		03/10/2011	27.37
380 0412834	Uniform svc M.Anderson 3/10/11		03/10/2011	16.57
380 0410741	Uniform svc M.Anderson 2/24/11		02/24/2011	23.23
380 0411786	Uniform svc M.Anderson 3/3/11		03/03/2011	23.31
380 0412834	Uniform svc R.Espino 3/10/11		03/10/2011	16.57
380 0410741	Uniform svc R.Espino 2/24/11		02/24/2011	23.24
380 0411786	Uniform svc R.Espino 3/3/11		03/03/2011	23.31
380 0412834	Mats HP Park Maint 3/10/11		03/10/2011	59.00
380 0412834	Mops HP Park Maint 3/10/11		03/10/2011	21.47
380 0412833	Mops HP Park Maint 3/10/11		03/10/2011	8.85
380 0410741	Mats HP Park Maint 2/24/11		02/24/2011	59.00
380 0410741	Mops HP Park Maint 2/24/11		02/24/2011	6.20
380 0411786	Mops HP Park Maint 3/3/11		03/03/2011	8.25
			Check Total:	470.34
Check No: 11868	Check Date: 03/18/2011	Vendor: 01445	VERIZON WIRELESS	
0952861835	Bldg Dept 01/22/11 - 02/21/11		02/21/2011	133.87
0952861835	Police Dept 01/22/11 - 02/21/11		02/21/2011	482.55
0952861835	DPW Engineering 01/22/11 - 02/21/11		02/21/2011	125.13
0952861835	DPW Street Maint 01/22/11 - 02/21/11		02/21/2011	231.10
0952861835	DPW Park Maint 01/22/11 - 02/21/11		02/21/2011	36.44
0952861835	DPW Park Program 01/22/11 - 02/21/11		02/21/2011	72.84
			Check Total:	1,081.93
Check No: 11869	Check Date: 03/21/2011	Vendor: 00657	IMPAC. GOVERNMENT SERVICES	
4960/02-22-2011	Snacks for council memb meeting 2/1		02/16/2011	51.91
4960/02-22-2011	1 Cooler for council meet byrges 2/1		02/16/2011	29.49
4960/02-22-2011	Grbge rate Lunch J.Daniel,B.Widm 2		02/15/2011	14.30
4960/02-22-2011	Risk Mgmt trng meal ABAG T.Dells		02/18/2011	31.29
7190/02-22-2011	Credit 2011 CSMFO Conf reimb-L.H		02/03/2011	-300.00
7555/02-22-2011	Sonicwall 8x5 support HP Park 1/27/		01/26/2011	201.29
7555/02-22-2011	Atherton website 1 yr renewal 1/26/1		01/26/2011	119.50
7555/02-22-2011	School portal for emergency plan 2/1		01/26/2011	10.00
5465/02-22-2011	Construction alarm subscrip Feb 201		02/16/2011	19.95
5432/02-22-2011	Monthly entersect agreement Jan 201		02/04/2011	88.95
5432/02-22-2011	16 Cars washes - PD		02/15/2011	310.00
5465/02-22-2011	Batteries for radar units - PD		02/03/2011	52.00
7555/02-22-2011	2 Dell laptop batteries PD 1/27/11		01/26/2011	63.34
5432/02-22-2011	Airfare Public Record Act N.Bonn 1/		01/27/2011	174.40
5432/02-22-2011	Public Record Act course fee N.Bonn		01/27/2011	250.00
7555/02-22-2011	IAPE Annual dues 2/15/11 S.Hall		01/26/2011	50.00
5465/02-22-2011	Ink/Toner for dispatch printer - PD		02/25/2011	375.79
5465/02-22-2011	Ink for printer - M.Guerra- PD		02/11/2011	131.08
5432/02-22-2011	50 Filing folders - PD		01/31/2011	98.94

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
0612/02-22-2011	4 HP Toner cartridge PD 1/27/11		01/27/2011	263.14
0612/02-22-2011	Credit for HP Toner cartridge PD 1/2		01/26/2011	-92.84
5432/02-22-2011	20 Safety shooting glasses - PD		02/18/2011	83.75
5465/02-22-2011	Credit from children badges - PD		01/29/2011	-454.99
5465/02-22-2011	Plates,sweetner,Lysol wipes,duracell		02/03/2011	555.49
0596/02-22-2011	PD Repair/Maint 2/8/11 PD		02/08/2011	67.87
0596/02-22-2011	PD Repair/Maint 2/8/11 PD		02/08/2011	105.10
0596/02-22-2011	PD Repair/Maint 2/9/11 PD		02/09/2011	19.18
7555/02-22-2011	1 color printer/scan dispatch PD 1/2		01/26/2011	380.53
5408/02-22-2011	1 sink and 2 toilets at HP Park		11/24/2010	431.48
5408/02-22-2011	1 sink and 2 toilets at HP Park		01/23/2011	381.48
4954/02-22-2011	Trim paint main house,pavilion inter		02/15/2011	36.00
5408/02-22-2011	HP Park internet fee Feb 2011 HP Pa		01/23/2011	60.00
4954/02-22-2011	Pod Rental February 2011		02/06/2011	382.38
4954/02-22-2011	Plants for pavilion		01/28/2011	85.00
5408/02-22-2011	6 Hardware hanging signs - DPW		02/08/2011	648.43
5408/02-22-2011	1 Hardware hanging sign - DPW		02/08/2011	15.67
5408/02-22-2011	Credit for hardware hanging signs -		02/09/2011	-49.05
4960/02-22-2011	11 USB drve memb architect selec 1/		01/25/2011	111.31
Check Total:				4,802.16

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11870	03/24/2011	00037	AFLAC	
			03/09/2011	62.81
			03/09/2011	76.76
			03/09/2011	24.39
			03/09/2011	34.14
			03/09/2011	27.90
			03/09/2011	209.60
			03/09/2011	176.28
			03/09/2011	109.43
			03/22/2011	34.14
			03/22/2011	62.81
			03/22/2011	209.60
			03/22/2011	176.28
			03/22/2011	109.43
			03/22/2011	76.76
			03/22/2011	24.39
			03/22/2011	27.90
Check Total:				1,442.62

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11871	03/24/2011	00151	BURKE,WILLIAMS&SORENSEN LLP	
			03/22/2011	257.40
			03/22/2011	11,000.00
			03/22/2011	1,497.60
			03/22/2011	83.20
			03/22/2011	31,936.86
Check Total:				44,775.06

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11872	03/24/2011	00308	COLONY LANDSCAPE	
			03/21/2011	2,500.00
Check Total:				2,500.00

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11873	03/24/2011	00384	CUTWATER INVESTOR SERVICES COR	
			03/15/2011	1,000.00
Check Total:				1,000.00

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11874	03/24/2011	00414	GORDON DERE	
			03/17/2011	224.91
Check Total:				224.91

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11875	Check Date: 03/24/2011	Vendor: 00742	KATHLEEN DRAWING	
165 JAMES AVER	Refund 165 James Ave P#BP09-002		03/15/2011	5,000.00
			Check Total:	5,000.00
Check No: 11876	Check Date: 03/24/2011	Vendor: 00804	LUCIANO CONCRETE	
133 ATHERTON	Refund 133 Atherton Ave P#APW10		03/21/2011	2,500.00
			Check Total:	2,500.00
Check No: 11877	Check Date: 03/24/2011	Vendor: 00932	MAINTENANCE SUPERINTENDENTS AS	
100	Wrkzne safety trng B.Butler,E.Lop,T.		03/22/2011	85.00
			Check Total:	85.00
Check No: 11878	Check Date: 03/24/2011	Vendor: 01165	SACRED HEART SCHOOLS	
150 VALPARAISO	Refund 150 Valparaiso Ave P#APW		03/21/2011	2,500.00
			Check Total:	2,500.00
Check No: 11879	Check Date: 03/24/2011	Vendor: 01237	SAN MATEO CNTY SHERIFF'S OFFIC	
DRIVER TRNG	Vehic Oper trng 5/17/11-5/18/11 D.		03/14/2011	450.00
DRIVER TRNG	Vehic Oper trng 5/17/11-5/18/11 T.D		03/14/2011	450.00
			Check Total:	900.00
Check No: 11880	Check Date: 03/24/2011	Vendor: 00025	ACCOUNTEMPS	
32793894	Temp Dean, Hazel 2/14/11 - 2/16/11		03/07/2011	956.25
			Check Total:	956.25
Check No: 11881	Check Date: 03/24/2011	Vendor: 01073	ARBORICULTURAL SPECIALTIES, IN	
16515	Tree work proj - Streets FY10-11 2/2		02/28/2011	5,390.00
16515	Tree work proj - Parks FY10-11 2/25		02/28/2011	3,520.00
			Check Total:	8,910.00
Check No: 11882	Check Date: 03/24/2011	Vendor: 00077	AT&T CALNET 2	
000002182345	324-5396 02/01/11 - 02/28/11		03/01/2011	55.58
000002201476	289-9297 02/10/11 - 03/09/11		03/10/2011	15.60
000002202115	688-6500 02/10/11 - 03/09/11		03/10/2011	574.53
000002204786	462-1470 02/11/11 - 03/10/11		03/11/2011	22.56
000002202105	323-1014 02/10/11 - 03/09/11		03/10/2011	29.88
000002202114	473-9743 02/10/11 - 03/09/11		03/10/2011	15.86
000002202111	323-7653 02/10/11 - 03/09/11		03/10/2011	28.70
000002202112	326-2801 02/10/11 - 03/09/11		03/10/2011	155.23
000002202110	323-6452 02/10/11 - 03/09/11		03/10/2011	15.59
00000202109	323-6131 02/10/11 - 03/09/11		03/10/2011	110.63
000002202106	323-1801 02/10/11 - 03/09/11		03/10/2011	14.34
000002202107	323-1802 02/10/11 - 03/09/11		03/10/2011	43.47
000002202113	328-3220 02/10/11 - 03/09/11		03/10/2011	29.94
000002170429	330-0686 01/27/11 - 02/26/11		02/27/2011	15.59
000002170430	566-0280 01/27/11 - 02/26/11		02/27/2011	210.29
000002202108	323-3612 02/10/11 - 03/09/11		03/10/2011	29.92
			Check Total:	1,367.71
Check No: 11883	Check Date: 03/24/2011	Vendor: 00134	KAREN BLISS	
38685	Batch#389, Refund#389, 97 Jennings		03/17/2011	204.93
			Check Total:	204.93
Check No: 11884	Check Date: 03/24/2011	Vendor: 00281	CITY OF REDWOOD CITY	
BR25537	Vehicle Repair/Maint Bldg 2/15-2/28		02/28/2011	35.85
BR25577	Fuel Charges Bldg 1/16/11-2/15/11		02/28/2011	47.57
BR25537	Vehicle Repair/Maint PD 2/15/11-2/		02/28/2011	4,601.55
BR25577	Fuel Charges PD 1/16/11-2/15/11		02/28/2011	4,488.00
BR25577.	Fuel Charges DPW 1/16/11-2/15/11		02/28/2011	195.63

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
BR25537	Vehicle Rep/Main DPW maint 2/15-		02/28/2011	572.86
BR25577	Fuel Charge DPW St maint 1/16/11-2		02/28/2011	525.62
BR25577	Fuel Charge DPW Pk maint 1/16/11-		02/28/2011	152.43
Check Total:				10,619.51
Check No: 11885	Check Date: 03/24/2011	Vendor: 00293	CLEAN SOURCE	
1146848-00	24,000 paper towels - All DPW		02/18/2011	177.62
1146848-00	30 flourscent lights - All DPW		02/18/2011	54.60
1146848-00	50 hot paper cups - All DPW		02/18/2011	54.91
1146848-00	120 sponges - All DPW		02/18/2011	21.25
1146848-00	8 gallons hand soap - All DPW		02/18/2011	116.86
1146848-00	9 flood lights - All DPW		02/18/2011	20.65
Check Total:				445.89
Check No: 11886	Check Date: 03/24/2011	Vendor: 00403	HUBB SYSTEMS, LLC	
INV-CA005	M6 Mobile Data System 3/14/11		03/14/2011	5,896.15
INV-CA005	GPS Module 3/14/11		03/14/2011	157.69
INV-CA005	WiFi Module, 802.11a/b/g/n 3/14/11		03/14/2011	131.25
INV-CA005	Upgrade to 12.1" color 3/14/11		03/14/2011	219.36
INV-CA005	Extended Cable Kit 3/14/11		03/14/2011	110.42
INV-CA005	Antenna plus Quad Mode 3/14/11		03/14/2011	162.86
INV-CA005	Havis Keyboard mount component 3/		03/14/2011	163.94
INV-CA005	Havis Keyboard mount component 3/		03/14/2011	142.09
INV-CA005	Havis Keyboard mount component 3/		03/14/2011	54.65
INV-CA005	Havis DEVMT, MNTR, ADPTR 3/1		03/14/2011	31.70
INV-CA005	Havis-DEVMT, MNTR, DSH, SO,C		03/14/2011	217.50
Check Total:				7,287.61
Check No: 11887	Check Date: 03/24/2011	Vendor: 00716	JAMS, INC	
0002230416-100	Mediation service 2/18/2011		02/24/2011	2,175.00
Check Total:				2,175.00
Check No: 11888	Check Date: 03/24/2011	Vendor: 00721	JENSEN LANDSCAPE SERVICE INC	
SOUTH MEADOSM	irrigation and rehab/proj#56019		02/20/2011	29,611.90
Check Total:				29,611.90
Check No: 11889	Check Date: 03/24/2011	Vendor: 00753	KREFELD'S AWARDS, INC	
21347	Engraved plates D.Gomez, B. Lane		03/08/2011	32.78
Check Total:				32.78
Check No: 11890	Check Date: 03/24/2011	Vendor: 00793	LEXIPOL LLC	
5196	Subsc-trng blltn/tst data 4/1/11-3/3		03/01/2011	2,000.00
Check Total:				2,000.00
Check No: 11891	Check Date: 03/24/2011	Vendor: 00805	LYNX TECHNOLOGIES, INC.	
6539	Review trng budget &SM Cnty asses		03/08/2011	260.00
Check Total:				260.00
Check No: 11892	Check Date: 03/24/2011	Vendor: 00843	SHAHRIAR MASSIHPOUR	
39357	Batch#388, Refund#388, 297 Polhem		03/17/2011	2,704.09
Check Total:				2,704.09
Check No: 11893	Check Date: 03/24/2011	Vendor: 00857	MAZE & ASSOCIATES	
25979	FY 2010 Single Audit		03/15/2011	976.50
Check Total:				976.50
Check No: 11894	Check Date: 03/24/2011	Vendor: 00886	MENLO COLLEGE	
070-360-100	Replace voided check # 11862		03/09/2011	960.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	960.00
Check No: 11895	Check Date: 03/24/2011	Vendor: 01025	PENINSULA UNIFORMS & EQUIPMENT	
61471	Body Armor level III A - G.Dere		02/04/2011	710.07
62009	Rain jacket ,rain hood - M.Guerra		02/25/2011	257.76
			Check Total:	967.83
Check No: 11896	Check Date: 03/24/2011	Vendor: 01069	PRO FORCE	
103149	Ammunition-GS380B (unit pri/1000)		02/02/2011	612.28
105455	Ammunition-GSB9MMD (unit pri/10)		03/02/2011	522.24
			Check Total:	1,134.52
Check No: 11897	Check Date: 03/24/2011	Vendor: 01113	RECALL SECURE DESTRUCTION SERV	
2303008181	Shred documents PD 1/28/11 - 2/24/		02/26/2011	95.00
			Check Total:	95.00
Check No: 11898	Check Date: 03/24/2011	Vendor: 01205	SAN MATEO CNTY CHAPLAINCY	
FEB 2011	Chaplaincy February 2011		02/28/2011	250.00
			Check Total:	250.00
Check No: 11899	Check Date: 03/24/2011	Vendor: 01193	SAN MATEO CNTY INFO SERV DEPT	
1YAT11102	Microwave Message/Switch Feb 201		03/07/2011	1,198.50
			Check Total:	1,198.50
Check No: 11900	Check Date: 03/24/2011	Vendor: 01257	SAN MATEO REGIONAL NETWORK INC	
19450	Access fee T-1 service March 2011		03/10/2011	385.00
			Check Total:	385.00
Check No: 11901	Check Date: 03/24/2011	Vendor: 01361	TELECOMMUNICATIONS ENGINEERING	
41168	Mgmt maint comm center PD March		03/10/2011	934.00
			Check Total:	934.00
Check No: 11902	Check Date: 03/24/2011	Vendor: 01401	TURBO DATA SYSTEMS INC	
17534	Citation processing Jan 2011, Feb 20		02/28/2011	29.65
			Check Total:	29.65
Check No: 11903	Check Date: 03/24/2011	Vendor: 01453	VOYAGER FLEET SYSTEMS INC.	
869016477102	Motorcycle fuel Feb 2011		02/24/2011	106.57
			Check Total:	106.57
Check No: 11904	Check Date: 03/24/2011	Vendor: 01273	WILLIAMS SCOTSMAN, INC	
95542524	Rent PD Modular 03/01/11 - 03/28/1		02/28/2011	721.63
			Check Total:	721.63
Check No: 11905	Check Date: 03/24/2011	Vendor: 01477	WITMER-TYSON IMPORTS INC	
T8472	K-9 training maint Lotty, Rex Feb 20		03/01/2011	502.59
T8472	Dog food Lotty, Rex Feb 2011		03/01/2011	57.50
			Check Total:	560.09
Check No: 11906	Check Date: 03/29/2011	Vendor: 00014	A2Z BUSINESS SYSTEMS	
022560	3/17/11 - 6/17/11 New Sharp copier		03/17/2011	270.00
			Check Total:	270.00
Check No: 11907	Check Date: 03/29/2011	Vendor: 00025	ACCOUNTTEMPS	
32829767	Temp Dean, Hazel 2/28/11 - 3/02/11		03/09/2011	960.98
32863739	Temp Dean, Hazel 3/7/11 - 3/11/11		03/15/2011	1,366.72
			Check Total:	2,327.70

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 11908	Check Date: 03/29/2011	Vendor: 00049	ALHAMBRA & SIERRA SPRINGS	
4981709030911	Water police dept. 2/22/11 - 3/7/11		03/09/2011	163.84
			Check Total:	163.84
Check No: 11909	Check Date: 03/29/2011	Vendor: 00077	AT&T CALNET 2	
000002202493	325-2677 02/10/11 - 03/09/11		03/10/2011	15.39
000002227004	251-1053 02/20/11 - 03/19/11		03/20/2011	84.06
000002208008	326-1167 02/13/11 - 03/12/11		03/13/2011	15.61
000002227005	281-1953 02/20/11 - 03/19/11		03/20/2011	96.92
000002227011	451-6691 02/20/11 - 03/19/11		03/20/2011	76.52
000002227007	271-5840 02/20/11 - 03/19/11		03/20/2011	265.40
000002227006	252-8343 02/20/11 - 03/19/11		03/20/2011	56.55
000002227009	451-6689 02/20/11 - 03/19/11		03/20/2011	66.23
000002227010	451-6690 02/20/11 - 03/19/11		03/20/2011	66.23
000002227008	271-7360 02/20/11 - 03/19/11		03/20/2011	359.19
			Check Total:	1,102.10
Check No: 11910	Check Date: 03/29/2011	Vendor: 00309	COMCAST	
8155200060122493	Static IP 03/21/11 - 04/20/11		03/16/2011	19.95
8155200060122490	mg Bus Class HSI 03/21/11 - 04/2		03/16/2011	189.95
			Check Total:	209.90
Check No: 11911	Check Date: 03/29/2011	Vendor: 00377	CSG CONSULTANTS INC	
019722	D.Lockard bldg offic svc 1/29/11-2/2		03/08/2011	11,235.00
019724	93 Broadacres Inspec 2/9/11 - 2/25/1		03/08/2011	467.50
019723	Code Enforcement 1/29/11 - 2/25/11		03/08/2011	3,296.00
			Check Total:	14,998.50
Check No: 11912	Check Date: 03/29/2011	Vendor: 00393	DELL MARKETING L.P.	
XF81JJCMS	OptiPlex 780 Minitower T.DellaSan		03/04/2011	1,287.95
XF7XNPJJ8	27" Monitor Ultrasharp T.DellaSan 3		03/03/2011	986.34
XF7XNPJT5	27" Monitor Ultrasharp K.Roberts 3/		03/03/2011	986.34
			Check Total:	3,260.63
Check No: 11913	Check Date: 03/29/2011	Vendor: 00406	DEPT OF CONSERVATION	
SMIP FEES	Strong-motion fee 10/1/09 - 12/31/09		03/25/2011	3,988.60
SMIP FEES	Strong-motion fee 01/1/10 - 03/31/10		03/25/2011	2,538.94
			Check Total:	6,527.54
Check No: 11914	Check Date: 03/29/2011	Vendor: 00557	GRANITE ROCK CO	
627451	2.18 tons Pothole mix-various loc at		03/12/2011	365.70
			Check Total:	365.70
Check No: 11915	Check Date: 03/29/2011	Vendor: 00601	NICK HILLARD	
MARCH 2011	Mileage Driver EVOG N.Hillard 3/2		03/28/2011	34.17
MARCH 2011	Mileage PAS Opera cours N.Hillard		03/28/2011	105.06
MARCH 2011	Meal EVOG N.Hillard 3/22/11		03/28/2011	10.69
			Check Total:	149.92
Check No: 11916	Check Date: 03/29/2011	Vendor: 00606	HOGAN & PINCKNEY	
71 RALSTON RIR	Refund 71 Ralston Rd P#BP11-0037		03/18/2011	3,685.00
			Check Total:	3,685.00
Check No: 11917	Check Date: 03/29/2011	Vendor: 00403	HUBB SYSTEMS, LLC	
INV-CA007	1 Hint mounting solution for SUV 3/		03/23/2011	540.79
			Check Total:	540.79
Check No: 11918	Check Date: 03/29/2011	Vendor: 00727	JENSEN INFORMATION TECHNOLOGIE	
295655	Data robotics hard drive array 8TB		02/16/2011	3,574.95

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
295655	Data robotics rack mounting kit DRP		02/16/2011	187.06
295655	Data robotics extended service agree		02/16/2011	859.95
Check Total:				4,621.96
Check No: 11919	Check Date: 03/29/2011	Vendor: 00897	METROMOBILE COMMUNICATIONS INC	
21169	Mounted radar gun holder - PD		03/21/2011	332.78
Check Total:				332.78
Check No: 11920	Check Date: 03/29/2011	Vendor: 00977	OFFICE DEPOT	
555502676001	Image Drum Laser Jet 2500 3/11/11		03/14/2011	169.97
Check Total:				169.97
Check No: 11921	Check Date: 03/29/2011	Vendor: 00997	PACIFIC MUNICIPAL CONSULTANTS	
33209	PD organ assess 2/26/11-3/25/11 50		03/23/2011	12,500.00
Check Total:				12,500.00
Check No: 11922	Check Date: 03/29/2011	Vendor: 01063	PRECISION ENTERPRISE INC	
VN44201	Sidewalk trip hazard removal 1/18/11		02/14/2011	6,909.79
VN44201	Additional 29.21 sq ft found 1/18/11		02/14/2011	817.94
Check Total:				7,727.73
Check No: 11923	Check Date: 03/29/2011	Vendor: 01069	PRO FORCE	
106197	Ammunition-GS45APC(unit pri/100)		03/11/2011	1,584.74
Check Total:				1,584.74
Check No: 11924	Check Date: 03/29/2011	Vendor: 01241	SAN MATEO CNTY FORENSIC LAB	
CL02715	Narcotic ID Feb 2011		02/28/2011	360.00
Check Total:				360.00
Check No: 11925	Check Date: 03/29/2011	Vendor: 01289	SHARP ELECTRONICS CORPORATION	
AR353695	02/16/11-3/15/11 Sharp/MXM550N		03/21/2011	111.85
AR354529	3/19/11 - 9/18/11 SharpARM450N b		03/23/2011	534.19
Check Total:				646.04
Check No: 11926	Check Date: 03/29/2011	Vendor: 01238	SMCPCSA	
#1	Mental Health alternative SMART Pr		03/17/2011	1,000.00
Check Total:				1,000.00
Check No: 11927	Check Date: 03/29/2011	Vendor: 01353	TEAMSTERS UNION LOCAL 856	
	PR Batch 502 3 2011 Teamsters Due		03/22/2011	374.78
	PR Batch 502 2 2011 Teamsters Due		02/24/2011	374.78
Check Total:				749.56
Check No: 11928	Check Date: 03/29/2011	Vendor: 01417	UNIFIRST CORPORATION	
380 0410740	Uniform svc B.Butler 02/24/2011		02/24/2011	13.97
380 0410740	Uniform svc J.Andrade 02/24/2011		02/24/2011	13.97
380 0410740	Uniform svc E.Lopez 02/24/2011		02/24/2011	13.97
380 0410740	Uniform svc T.Henderson 02/24/2011		02/24/2011	20.21
380 0413857	Mats HP Parks maint 03/17/11		03/17/2011	10.68
380 0413857	Mats HP Parks maint 03/17/11		03/17/2011	5.34
380 0413857	Mats HP Parks maint 03/17/11		03/17/2011	10.00
380 0413857	Uniform svc B. Butler 03/17/11		03/17/2011	13.97
380 0410740	Enviromental charge 02/24/2011		02/24/2011	6.00
380 0413857	Uniform svc J. Andrade 03/17/11		03/17/2011	13.97
380 0413857	Uniform svc E. Lopez 03/17/11		03/17/2011	13.97
380 0413857	Uniform svc T. Henderson 03/17/11		03/17/2011	20.21
380 0413857	Enviromental charge 03/17/11		03/17/2011	6.00
380 0413859	Mats HP Park Maint 3/17/11		03/17/2011	15.00
380 0413859	Mops HP Park Maint 3/17/11		03/17/2011	3.60

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
380 0413859	Bar towel HP Park Maint 3/17/11		03/17/2011	2.60
380 0413859	Replace bar towel HP Park Maint 3/1		03/17/2011	1.94
380 0413857	Mats HP Park maint 03/17/11		03/17/2011	15.00
380 0413859	Uniform svc M. Anderson 3/17/11		03/17/2011	16.15
380 0413859	Uniform svc R. Espino 3/17/11		03/17/2011	16.15
380 0413859	Enviromental charge 3/17/11		03/17/2011	6.00
Check Total:				238.70
Check No: 11929	Check Date: 03/29/2011	Vendor: 01437	USPS	
GARBAGE LETTER	Garbage Letter 03/28/11		03/28/2011	360.00
Check Total:				360.00
Check No: 11930	Check Date: 03/29/2011	Vendor: 01449	VISION SERVICE PLAN	
501-03-11 ADJ	Adj M.Rubalcava vision		03/21/2011	10.46
Check Total:				10.46
Check No: 11931	Check Date: 03/29/2011	Vendor: 01477	WITMER-TYSON IMPORTS INC	
T8525	Adv trking sch 4/4/11-4/8/11 D.Metz		03/23/2011	750.00
T8525	Beg trking sch 3/28/11-4/1/11 D.Met		03/23/2011	750.00
Check Total:				1,500.00
Check No: 11932	Check Date: 03/30/2011	Vendor: 00077	AT&T CALNET 2	
000002242939	752-0600 02/27/11 - 03/26/11		03/27/2011	111.87
Check Total:				111.87
Check No: 11933	Check Date: 03/30/2011	Vendor: 00261	THE CITIES GROUP	
JAN - MAR 2011	Workers compensation 1/1/11 - 3/31/		03/18/2011	35,536.83
JAN - MAR 2011	Safety/Compliance prog 1/1/11 - 3/31		03/18/2011	1,721.34
Check Total:				37,258.17
Check No: 11934	Check Date: 03/30/2011	Vendor: 00289	CLARK PEST CONTROL	
11015012	Pest control library March 2011		03/01/2011	95.00
Check Total:				95.00
Check No: 11935	Check Date: 03/30/2011	Vendor: 00402	DE LAGE FINANCIAL SERVICES,INC	
9058785	Lease for Sharp/MXM453N 3/15/11-		03/20/2011	152.90
Check Total:				152.90
Check No: 11936	Check Date: 03/30/2011	Vendor: 00467	EMERGENCY SERVICE RESTORATION,	
SFSI4034	Sewage/gray water interior clean-lib		03/07/2011	650.24
Check Total:				650.24
Check No: 11937	Check Date: 03/30/2011	Vendor: 00479	ENVIRONMENTAL SYSTEMS RESEARCH	
92314864	Arcview primary maint 5/1/10-4/30/1		03/30/2011	1,557.25
92314864	Arcview secondary maint 5/1/10-4/30		03/30/2011	1,000.00
Check Total:				2,557.25
Check No: 11938	Check Date: 03/30/2011	Vendor: 00729	DUNCAN JONES	
MARCH 2011	High speed rail meet toll D.Jon 11/1		03/28/2011	10.00
MARCH 2011	High speed rail meet toll D.Jon 11/1		03/28/2011	12.00
MARCH 2011	Lunch High speed rail D.Jones 11/17		03/28/2011	8.69
MARCH 2011	CCEA Registr meeting D.Jones 1/20/		03/28/2011	22.00
MARCH 2011	CCEA Registr meeting D.Jones 2/17/		03/28/2011	22.00
MARCH 2011	Parking meet Redwood Cty D.Jones		03/28/2011	2.00
Check Total:				76.69
Check No: 11939	Check Date: 03/30/2011	Vendor: 00741	KIMLEY-HORN & ASSOC INC	
4416035	Valparaiso Ave crosswalk Feb 2011		02/28/2011	2,154.75
4416035	Valparaiso Ave crosswalk Feb 2011		02/28/2011	2,622.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				4,776.75
Check No: 11940	Check Date: 03/30/2011	Vendor: 00947	NEC CORPORATION OF AMERICA	
TM0000023428	Phone repair 03/09/11		03/22/2011	223.00
Check Total:				223.00
Check No: 11941	Check Date: 03/30/2011	Vendor: 01437	USPS	
POSTAGE EPC	Postage for EPC mailing 03/28/11		03/28/2011	360.00
Check Total:				360.00
Check No: 11942	Check Date: 03/31/2011	Vendor: 00427	DMS FACILITY SERVICES, INC	
RC-D064151	99 Station Lane Atherton March 2011		03/01/2011	203.70
RC-D064151	Town Hall/Police Dept March 2011		03/01/2011	650.24
RC-D064151	Police Modular Office March 2011		03/01/2011	115.70
RC-D064151	Public Works Modular March 2011		03/01/2011	121.41
RC-D064151	Addition Modular March 2011		03/01/2011	154.01
RC-D064151	Atherton Library March 2011		03/01/2011	470.10
Check Total:				1,715.16
Report Total:				597,641.57



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31,
2011**

RECOMMENDATION

Receive the General Fund Financial Report for the nine months ended March 31, 2011.

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 to more accurately reflect the actual result. The accrual amounts only reflect data up to April 8, 2011.

If revenues and expenditures are assumed to be distributed evenly for the nine months ended March 31, 2011, 75% of the annual FY 2010-11 Budget (9/12) should be earned or incurred.

Due to the timing nature of many revenue receipt and expenditures, it can be over or under the 75%.

This report included the mid-year budget adjustments approved by the City Council on the February 16, 2011, meeting.

General Fund Revenues

For the nine months ended March 31, 2011, the General Fund reported revenue of \$6,953,976 which is 72% of the annual revenue budget for FY 2011. The revenue for the same period in
Monthly Financial Report

FY 2010 was \$6,163,992, an increase of \$789,984 (12.8%). Of the \$789,984, \$312,842 was due to the County of San Mateo, which distributed 100% of the Excess ERAF in FY 2011 and 50% in FY 2010. A detailed variance can be found in the attached financial report.

General Fund Expenditures

For the nine months ended March 31, 2011, the General Fund reported expenditures of \$8,134,353 which is 74.2% of the annual expenditure budget for FY 2011. For the same period in FY 2010, the expenditure amount was \$8,124,461, an increase of \$9,892 (0.1%).

As previously noted, both the City Attorney and the Planning Department expenditure budgets are trending higher than average for the nine months. Building Department is expected to come within budget when the salary savings is recognized during the remaining fiscal year.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

Attachment: Financial Report

Town of Atherton														
General Fund														
Financial Report for the Nine Months Ended March 31, 2011														
(Excl. Encumbrances)														
Dept	Description	Adjusted Budget FY10/11	9/12 of Budget	Actual July 10 to Mar 11	Accrual	Adjusted Actual July 10 to Mar 11	Variance of 9/12 of Budget	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Mar 10	Incr/(decr) over PY	% Change	
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)			
	Revenues		75.0%											
	Secured	4,745,000	3,558,750	2,800,018		2,800,018	758,732	78.7%	1,944,982	59.0%	2,659,184	140,833	5.3%	
	Unsecured	253,799	190,349	275,803		275,803	(85,454)	144.9%	(22,004)	108.7%	305,752	(29,950)	-9.8%	
	Prop 1A Loan	-	-			-	-	0.0%	-	0.0%	(221,181)	221,181	-100.0%	
	Prop 1A securitization	-	-			-	-	0.0%	-	0.0%	221,181	(221,181)	-100.0%	
	SB813 Redemption (Supplemental)	60,000	45,000	39,162		39,162	5,838	87.0%	20,838	65.3%	38,015	1,147	3.0%	
	Home Owners Exemption	33,988	25,491	16,994		16,994	8,497	66.7%	16,994	50.0%	16,708	286	1.7%	
	Local Sales & Use Tax	65,000	48,750	68,353		68,353	(19,603)	140.2%	(3,353)	105.2%	51,242	17,110	33.4%	
	Public Safety Sales Tax (Prop 172)	55,000	41,250	34,520	6,827	41,347	(97)	100.2%	13,653	75.2%	40,038	1,310	3.3%	
	In Lieu Sales Tax/Triple Flip	25,218	18,914	12,609		12,609	6,304	66.7%	12,609	50.0%	13,349	(739)	-5.5%	
	Franchise Taxes-PG&E	220,000	165,000	-	234,549	234,549	(69,549)	142.2%	(14,549)	106.6%	175,915	58,634	33.3%	
	Franchise Tax-Cal Water	73,000	54,750	79,746		79,746	(24,996)	145.7%	(6,746)	109.2%	79,932	(186)	-0.2%	
	Franchise Tax-Garbage	180,000	135,000	126,297		126,297	8,703	93.6%	53,703	70.2%	80,894	45,403	56.1%	
	Franchise Taxes-Cable	102,000	76,500	51,762		51,762	24,738	67.7%	50,238	50.7%	49,938	1,824	3.7%	
	Document TRSF Tax	210,000	157,500	140,937		140,937	16,563	89.5%	69,063	67.1%	183,357	(42,420)	-23.1%	
	Property Tax In Lieu of VLF	663,564	497,673	331,782		331,782	165,891	66.7%	331,782	50.0%	331,999	(217)	-0.1%	
	Motor Veh. Lic Fees (MVLF)	18,000	13,500	11,719		11,719	1,781	86.8%	6,281	65.1%	7,136	4,583	64.2%	
	Business Licenses	145,000	108,750	147,630		147,630	(38,880)	135.8%	(2,630)	101.8%	87,945	59,685	67.9%	
	Bus Lic Refund -FY 06/07	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	Bus Lic Refund -FY 07/08	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	Bus Lic Refund -FY 08/09	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	Home Occupation	800	600	800		800	(200)	133.3%	-	100.0%	200	600	300.0%	
	Building Permit	516,000	387,000	667,423		667,423	(280,423)	172.5%	(151,423)	129.3%	354,581	312,842	88.2%	
	Encroachment Permit	140,000	105,000	111,750		111,750	(6,750)	106.4%	28,250	79.8%	103,860	7,890	7.6%	
	Grading & Drain Permit	56,000	42,000	50,673		50,673	(8,673)	120.7%	5,327	90.5%	36,788	13,885	37.7%	
	Other Licenses & Permit	625	469	851		851	(382)	181.5%	(226)	136.2%	300	551	183.7%	
	Landscape Fee	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	Muni/Vehicle Code Fines (Parking)	15,000	11,250	13,035		13,035	(1,785)	115.9%	1,966	86.9%	4,679	8,356	178.6%	
	Other Fines & Forfeit (County)	20,000	15,000	23,751		23,751	(8,751)	158.3%	(3,751)	118.8%	17,018	6,733	39.6%	
	ERAF Subvention	695,112	521,334	695,112		695,112	(173,778)	133.3%	-	100.0%	750,175	(55,063)	-7.3%	
	POST Reimbursement	5,500	4,125	4,635		4,635	(510)	112.4%	865	84.3%	3,711	924	24.9%	
	C/CAG AB 1546	13,535	10,151	12,397		12,397	(2,246)	122.1%	1,138	91.6%		12,397	100.0%	
	CALNENA Reimbursement	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	CLEARs Reimbursement	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	DOJ Grant (vest)	-	-			-	-	0.0%	-	0.0%	406	(406)	-100.0%	
	DOC Grant	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	DUI Grant	5,112	3,834	6,295		6,295	(2,461)	164.2%	(1,183)	123.1%		6,295	100.0%	
	ABAG Grant	12,014	9,011	16,660		16,660	(7,650)	184.9%	(4,646)	138.7%	18,338	(1,678)	-9.2%	
	Other Reimbursements	-	-			-	-	0.0%	-	0.0%	37,909	(37,909)	-100.0%	
	Highway Maint Reimbursement	35,700	26,775			-	26,775	0.0%	35,700	0.0%		-	0.0%	
	SB 90 reimbursement	3,982	2,987	3,982		3,982	(996)	133.3%	-	100.0%	1,219	2,763	226.7%	
	Grants	-	-			-	-	0.0%	-	0.0%	9,901	(9,901)	-100.0%	
	Disaster Assistance Reimbursement	32,750	24,563			-	24,563	0.0%	32,750	0.0%		-	0.0%	

Town of Atherton														
General Fund														
Financial Report for the Nine Months Ended March 31, 2011														
(Excl. Encumbrances)														
Dept	Description	Adjusted Budget FY10/11	9/12 of Budget	Actual July 10 to Mar 11	Accrual	Adjusted Actual July 10 to Mar 11	Variance of 9/12 of Budget	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Mar 10		Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)			
			75.0%											
		2,000	1,500	-		-	1,500	0.0%	2,000	0.0%	-		-	0.0%
	Commission & Committee													
	Special Events & Awards	-	-	-		-	-	0.0%	-	0.0%	-		-	0.0%
	Office Equip & Furniture	7,000	5,250	-		-	5,250	0.0%	7,000	0.0%	-		-	0.0%
	City Council Totals:	29,875	22,406	12,142	-	12,142	10,264	54.2%	17,733	40.6%	12,849		(707)	-5.5%
Administration (CM,CC,HR)	Salaries & Benefits	483,127	362,345	389,022	5,914	394,937	(32,591)	109.0%	88,190	81.7%	517,442		(122,505)	-23.7%
	Professional Services	176,971	132,728	81,776	16,030	97,806	34,922	73.7%	79,165	55.3%	18,624		79,183	425.2%
	Supplies & Materials	8,072	6,054	5,421	127	5,548	506	91.6%	2,524	68.7%	4,629		920	19.9%
	General Operations	143,897	107,923	40,111		40,111	67,812	37.2%	103,786	27.9%	27,832		12,279	44.1%
	Capital Outlay	4,688	3,516	3,876		3,876	(360)	110.2%	812	82.7%	1,836		2,040	111.1%
	Administration Totals:	816,755	612,566	520,207	22,072	542,278	70,288	88.5%	274,477	66.4%	570,363		(28,084)	-4.9%
City Attorney	Professional Services	400,000	300,000	286,447	48,000	334,447	(34,447)	111.5%	65,553	83.6%	370,414		(35,967)	-9.7%
	General Operations	-	-	-		-	-	0.0%	-	0.0%	-		-	0.0%
	Supplies & Materials	-	-	-		-	-	0.0%	-	0.0%	-		-	0.0%
	City Attorney Totals:	400,000	300,000	286,447	48,000	334,447	(34,447)	111.5%	65,553	83.6%	370,414		(35,967)	-9.7%
Finance	Salaries & Benefits	451,093	338,320	292,885	10,279	303,164	35,155	89.6%	147,929	67.2%	298,426		4,739	1.6%
	Professional Services	80,441	60,331	42,909	5,061	47,971	12,360	79.5%	32,470	59.6%	82,562		(34,592)	-41.9%
	Supplies & Materials	3,300	2,475	565		565	1,910	22.8%	2,735	17.1%	2,534		(1,969)	-77.7%
	General Operations	129,379	97,034	95,358		95,358	1,676	98.3%	34,021	73.7%	13,347		82,011	614.5%
	Capital Outlay	2,000	1,500	1,995		1,995	(495)	133.0%	5	99.8%	5,000		(3,005)	-60.1%
	Settlement Expense	-	-	-		-	-	0.0%	-	0.0%	-		-	0.0%
	Finance Totals:	666,213	499,660	433,713	15,340	449,053	50,606	89.9%	217,160	67.4%	401,868		47,185	11.7%
Planning	Professional Services	187,050	140,288	99,388	51,165	150,553	(10,266)	107.3%	36,497	80.5%	167,507		(16,954)	-10.1%
	Supplies & Materials	2,000	1,500	744		744	756	49.6%	1,256	37.2%	1,042		(298)	-28.6%
	General Operations	4,930	3,698	7,288	263	7,552	(3,854)	204.2%	(2,622)	153.2%	640		6,912	1080.8%
	Planning Totals:	193,980	145,485	107,420	51,429	158,848	(13,363)	109.2%	35,132	81.9%	169,189		(10,340)	-6.1%
Building	Salaries & Benefits	929,219	696,914	699,799	22,041	721,840	(24,926)	103.6%	207,379	77.7%	717,595		4,244	0.6%
	Professional Services	222,084	166,563	115,649	24,022	139,671	26,892	83.9%	82,413	62.9%	16,584		123,087	742.2%
	Supplies & Materials	12,685	9,514	2,388		2,388	7,126	25.1%	10,297	18.8%	7,304		(4,916)	-67.3%
	General Operations	24,519	18,389	15,066		15,066	3,324	81.9%	9,453	61.4%	3,686		11,380	308.8%
	Capital Outlay	8,601	6,451	7,679		7,679	(1,229)	119.1%	921	89.3%	5,000		2,679	53.6%
	Transfer to Bldg Const. Facility Fund	153,356	115,017	115,017		115,017	(0)	100.0%	38,339	75.0%	-		115,017	100.0%
	Building Totals:	1,350,464	1,012,848	955,598	46,063	1,001,661	11,187	98.9%	348,803	74.2%	750,170		251,492	33.5%
Non Dept.	Salaries & Benefits	3,510	2,633	1,654		1,654	979	62.8%	1,856	47.1%	-		1,654	0.0%
	Professional Services	93,252	69,939	53,841		53,841	16,098	77.0%	39,411	57.7%	85,379		(31,538)	-36.9%
	Supplies & Materials	34,903	26,177	18,020		18,020	8,158	68.8%	16,883	51.6%	32,701		(14,682)	-44.9%
	General Operations	441,016	330,762	353,238		353,238	(22,476)	106.8%	87,778	80.1%	286,377		66,861	23.3%

Town of Atherton														
General Fund														
Financial Report for the Nine Months Ended March 31, 2011														
(Excl. Encumbrances)														
Dept	Description	Adjusted Budget FY10/11	9/12 of Budget	Actual July 10 to Mar 11	Accrual	Adjusted Actual July 10 to Mar 11	Variance of 9/12 of Budget	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Mar 10	Incr/(decr) over PY	% Change	
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)			
	Non-Dept. Totals:	572,681	429,511	426,752	-	426,752	2,759	99.4%	145,929	74.5%	404,458	22,295	5.5%	
Police	Salaries & Benefits	4,379,281	3,284,461	3,329,669	147,113	3,476,782	(192,322)	105.9%	902,499	79.4%	3,421,927	54,855	1.6%	
	Professional Services	55,910	41,933	49,629		49,629	(7,697)	118.4%	6,281	88.8%	195,342	(145,713)	-74.6%	
	Supplies & Materials	130,344	97,758	73,413		73,413	24,345	75.1%	56,931	56.3%	93,898	(20,485)	-21.8%	
	General Operations	339,763	254,822	276,364	182	276,546	(21,724)	108.5%	63,217	81.4%	368,493	(91,947)	-25.0%	
	Capital Outlay	74,930	56,198	20,148	1,139	21,288	34,910	37.9%	53,642	28.4%	34,900	(13,612)	-39.0%	
	Cops Grant	-	-	(59,834)	-	(59,834)	59,834	-100.0%	59,834	-100.0%	(53,489)	(6,345)	11.9%	
	Settlement Expense	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%	
	Police Totals:	4,980,228	3,735,171	3,689,390	148,435	3,837,824	(102,653)	102.7%	1,142,404	77.1%	4,061,071	(223,247)	-5.5%	
Public Works & Parks	Salaries & Benefits	1,444,271	1,083,203	1,056,065	45,376	1,101,441	(18,238)	101.7%	342,830	76.3%	1,067,843	33,598	3.1%	
	Professional Services	15,500	11,625	2,557	-	2,557	9,068	22.0%	12,943	16.5%	122,984	(120,426)	-97.9%	
	Supplies & Materials	78,801	59,101	36,950	675	37,626	21,475	63.7%	41,175	47.7%	41,652	(4,026)	-9.7%	
	General Operations	403,675	302,756	220,003	7,083	227,086	75,670	75.0%	176,589	56.3%	141,656	85,430	60.3%	
	Capital Outlay	13,584	10,188	2,636	-	2,636	7,552	25.9%	10,948	19.4%	9,946	(7,310)	-73.5%	
	Public Works Totals:	1,955,831	1,466,873	1,318,212	53,133	1,371,346	95,528	93.5%	584,485	70.1%	1,384,080	(12,735)	-0.9%	
	Total Expenditures	10,966,027	8,224,520	7,749,881	384,472	8,134,353	90,167	98.9%	2,831,674	74.2%	8,124,461	9,892	0.1%	
	Excess (Deficiency) of Revenues over Expenditures	(1,308,609)	(981,457)	(1,037,281)	(143,097)	(1,180,377)	198,921	120.3%	(128,232)	90.2%	(1,960,469)	780,092	-39.8%	
	Other Financing Sources/(uses)													
	Transfer from Special Parcel Tax Fund	888,463	666,347	666,347		666,347	-	100.0%	222,116	75.0%	585,647			
	Transfers from Facil Constr (406)										62,051			
	Transfer to Road Impact Fee Fund	(902,355)	(676,766)	(902,355)	-	(902,355)	225,589	133.3%	-	100.0%				
	Total Transfer In(Out)	(13,892)	(10,419)	(236,008)	-	(236,008)	225,589	2265%	222,116	1699%	647,698			
	Net Change in Fund Balance	(1,322,501)	(991,876)	(1,273,288)	(143,097)	(1,416,385)	424,509	143%	93,884	107%	(1,312,771)			
	Beg. Fund Balance - general fund	5,556,940				5,556,940								
	Beg. Fund Balance - Bldg Dept. OP Reserv	1,069,097				1,069,097								
	Proj. Ending Fund Balance	5,303,536				5,209,652								



Item No. 11

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**FROM: NEAL J. MARTIN, TOWN PLANNER
DUNCAN JONES, DIRECTOR OF PUBLIC WORKS
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

DATE: FOR THE CITY COUNCIL MEETING OF APRIL 20, 2011

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTANT SERVICES ASSOCIATED WITH THE LIBRARY BUILDING PROJECT

RECOMMENDATION:

Approve the attached Professional Services Agreement with LSA Associates, Inc. for the preparation environmental analysis and California Environmental Quality Act (CEQA) environmental documents associated with site selection and the approval process for the new Library Building Process.

BACKGROUND and DISCUSSION:

The process for evaluating alternative sites for a new Atherton Library is proceeding. The architectural firm, Group 4 Architecture Research + Planning, Inc., has been hired to develop a library building program and preliminary concept drawings for Phase I of the project, and to complete the site selection process.

The Planning Department has noted that a new library at the two alternative locations under consideration; the Main Building area in Holbrook-Palmer Park and the existing library site could have potentially significant adverse environmental impacts. These include potential impacts to historic or potentially historic buildings, parking and traffic impacts, construction impacts, possible impacts to heritage trees, and other environmental concerns. Where a project could have potential environmental impacts CEQA requires analysis of those impacts and preparation of an environmental document called an Initial Study. Depending on the findings of the Initial Study a subsequent environmental document such as a Mitigated Negative Declaration or an Environmental Impact Report will be required. Such studies and documentation require preparation by environmental professionals.

According to a suggestion from members of the Library Building Project Steering we have asked consultants to structure their proposed work scope and budget in two phases. Phase 1 would be an "environmental screening analysis" of the two alternative sites. Topics to be studied include historical resources, parking, traffic and heritage trees. The product of this phase would be a report

that would provide a comparison of the potential environmental impacts associated with a new library at each site. The results would be summarized in a matrix format to allow a visual comparison of the potential impacts at each site. Phase 2 would occur only after a single site has been select by the City Council and would require full compliance with CEQA. Topics would likely include but may not be limited to the following: aesthetics, air quality, geology and soils, hazards and hazardous waste, land use and planning, noise and public services. This approach minimizes the cost associated with environmental evaluation of two alternative sites and concentrates resources on the analysis of the selected site.

The Planning Department has requested proposals from environmental professionals to prepare the necessary studies and documentation pursuant to the Atherton Municipal Code procedure for obtaining professional services.

A total of eight proposals were received from environmental professional firms.¹ The proposals were reviewed by a Consultant Selection Committee composed of Duncan Jones, Lisa Costa Sanders and Neal Martin using the criteria listed below. Five firms were initially screened out as not meeting one or more of the criteria.

- Experience with projects of a similar nature
- Sufficient personnel to complete project in an expeditious timeframe
- Sub-consultants or in-house personnel with adequate experience to complete the critical components of historical analysis, traffic and parking
- Adequate depth of proposed environmental analysis
- Presentation skills of the project leader

Subsequently three of the firms were interviewed and evaluated based on the criteria.

LSA Associates, Inc. is the firm recommended by the Consultant Selection Committee. They have demonstrated experience with similar library projects, have sufficient personnel to complete the project in an expeditious timeframe, have adequate experience to complete the critical components of historical analysis, traffic and parking, and biological resources, have proposed an adequate depth of environmental analysis and the project leader has excellent presentation skills. It is recommended that LSA Associates, Inc. be selected as the environmental consultant for the Library Building Project. In addition, LSA Associates, Inc. proposed budget was one of the most reasonable submitted.

All of the costs associated with the preparation of the environmental analyses and documentation will be paid out of the Library Building Fund. The total agreement budget is \$69,335.

The proposed Professional Services Agreement is in a form that the Town has used in the past. The contract is a time and materials agreement with a maximum. A provision has been added that

¹ Other firms submitting proposals were: Denise Duffy & Associates, Lamphier-Gregory, PBS&J, David J. Powers & Associates, TRA Environmental Sciences, URS Corporation and Allison Knapp Wollam.

allows the City Manager to approve contract budget amendments up to a maximum of 10% of the contract limit without further City Council approval. Such amendments would allow for contingencies unforeseen at the beginning of the project.

FINANCIAL IMPACT:

All costs of the services will be paid out of the Library Building Fund. Costs for Staff time associated with the project will also be paid out of the Library Building Fund.

FORMAL MOTION:

I move that the City Council approve the Professional Services Agreement with LSA Associates, Inc. for the preparation environmental analysis and CEQA environmental documents associated with site selection and the approval process for the new Library Building Process and authorize the City Manager to sign the agreement.

Attachments:

1. Draft Professional Services Agreement including proposed Scope of Work, Schedule of Performance and Compensation Exhibits
2. Proposal from LSA Associates, Inc.
 - a. Resumes of firm member are available in the City Clerks Department

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, ____ by and between the TOWN OF ATHERTON ("Town") and LSA Associates, Inc. ("Consultant").

RECITALS

WHEREAS, Town desires to obtain profession environmental analysis and reporting services in connection with the proposed Atherton Library Building Project;

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his/her designee shall represent Town for all purposes under this Agreement. The City Manager or designee is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant shall assign Judith H. Malamut to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than April 21, 2011 and must be completed not later than December 31, 2011. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed Sixty Nine Thousand Three Hundred and Thirty Five Dollars (\$69,335) ("Cost Ceiling"). Notwithstanding the foregoing, the Project Manager may increase the Cost Ceiling by up to an additional ten percent if the Project Manager determines, in his sole discretion, that such an increase is warranted. Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment.

Consultant shall submit itemized monthly statements for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization by the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings, weekends, or on recognized holidays. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or any other form of absence.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town, unless required to do so by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D.

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

10. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of

any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

12. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits that accrue to Town employees, and Consultant hereby expressly waives any claim it may have to any such rights. Further, Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of

the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

15. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not

less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respect to work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

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

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all Services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered by Consultant bear to the total Services otherwise required to be performed for such total fee; provided, however, that Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials shall become the permanent property of Town. Consultant, however, shall not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

25. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

28. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

29. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or

provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by Town.

33. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

34. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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

TOWN OF ATHERTON

CONSULTANT

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
City Attorney

Date:

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work

[to be inserted]

EXHIBIT B

Schedule of Performance

[to be inserted]

EXHIBIT C
Compensation
[to be inserted]

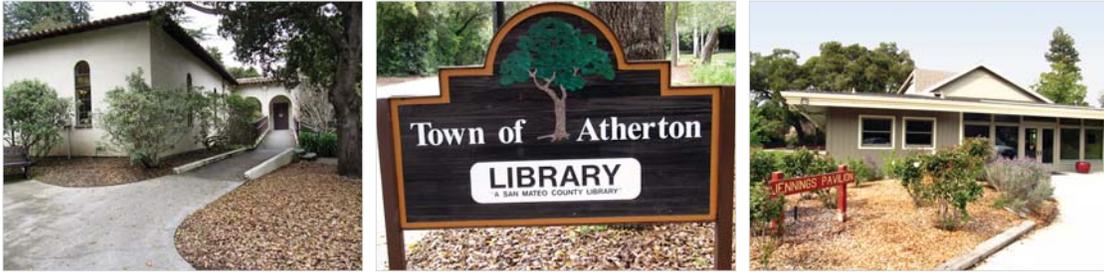
EXHIBIT D

Consultants, Specialists, or Experts

[to be inserted]

PROPOSAL FOR SERVICES

ATHERTON LIBRARY BUILDING PROJECT
ENVIRONMENTAL DOCUMENTATION



LSA

April 2011

PROPOSAL FOR SERVICES

ATHERTON LIBRARY BUILDING PROJECT
ENVIRONMENTAL DOCUMENTATION

Submitted to:

Neal J. Martin, Town Planner
Town of Atherton
Town Administrative Offices
91 Ashfield Road
Atherton, CA 94027

Prepared by:

LSA Associates, Inc.
2215 Fifth Street
Berkeley, CA 94710
510.540.7331

LSA

April 2011

TABLE OF CONTENTS

1. INTRODUCTION.....	1
A. PROJECT UNDERSTANDING	1
B. APPROACH.....	2
C. PROJECT TEAM.....	2
D. KEY STRENGTHS.....	3
2. TEAM QUALIFICATIONS, EXPERIENCE AND REFERENCES	5
A. LSA ASSOCIATES, INC.....	5
B. BASELINE ENVIRONMENTAL CONSULTING.....	10
C. REFERENCES	12
3. PROPOSED WORK PROGRAM.....	13
4. SCHEDULE	23
5. BUDGET	25

APPENDIX – FIRM QUALIFICATIONS AND RESUMES

LSA Associates, Inc.
Baseline Environmental Consulting

Tables

Table 1:	Work Program Outline	13
Table 2:	Proposed Schedule.....	24
Table 3:	Proposed Budget.....	26

1. INTRODUCTION



A. PROJECT UNDERSTANDING

The Town of Atherton is seeking an environmental consultant to prepare the environmental review document for the Atherton Library Building Project (proposed project), pursuant to the requirements of the California Environmental Quality Act (CEQA). Our project understanding and approach are based on the information provided in the Request for Proposals (RFP), discussions with Neal Martin, Town Planner, and review of the background documents available on the Town's website.

The existing library is located at 2 Dinkelspiel (Station) Lane and occupies the former police chief's residence since it was relocated from the Atherton Town Hall (now Council chambers) since 1968. Based on the expressed interest in the improvement of the Atherton Library and the completion by the Town of a Structural Facility Evaluation, the Library completed a Library Needs Assessment during fiscal year 2009-2010. The Library Needs Assessment findings indicate that the existing facility presents significant barriers to the effective delivery of modern library services. The report recommends that in order to effectively meet identified service needs, the facility would require an increase from the current 4,790 square feet to approximately 11,100 square feet.

The recommendations in the Library Needs Assessment also resulted in the formation of the Atherton Library Building Steering Committee (ALBSC) which will oversee construction of the new library and guide the planning process, including the hiring of an architectural firm and an environmental consultant. An architectural firm, Group 4 Architecture Research + Planning, Inc. has been hired to develop a library building program, and preliminary concept drawings for Phase I of the project, and to complete the site selection process. The site approval process, overall concept of the new library, environmental review, and community participation will also be completed during Phase I, which will then provide the basis for Phase II, the schematic design phase.

Two possible sites are to be analyzed: the existing library site on Dinkelspiel (Station) Lane and a site at the Holbrook-Palmer Park. The existing library is adjacent to the Caltrain corridor, the historic Atherton Council Chambers, and a residential neighborhood. The Holbrook-Palmer Park site is located at 150 Watkins Avenue and includes: a late 19th century Water Tower and Carriage House, a mid-20th century activities building (Pavilion) rented for private and community events, and a mid-20th century residence (Main House) converted to accommodate private and community meetings and functions. The Water Tower and Carriage House buildings are some of the few remaining examples of

late 19th century estate farm architecture in the Bay Area, and are significant contextual elements that will need to be accommodated and respected at the Holbrook-Palmer Park site.

B. APPROACH

Environmental review for the Atherton Library Building Project would be conducted in two phases. Group 4 Architecture Research + Planning, Inc. will prepare preliminary conceptual design plans for both the Dinkelspiel site and the Holbrook-Palmer Park site. For the first phase of the analysis, LSA will conduct a preliminary screening analysis to determine the potential environmental constraints at each site and inform the site selection process. The screening analysis will address the following environmental issue topics: biological resources; cultural resources; and transportation and circulation. The analysis will consider the questions for each of these topics as outlined in Appendix G, Environmental Checklist of the *CEQA Guidelines*. The Screening Analysis will identify potential impacts that would likely occur at each of the sites and may also identify potential mitigation measures that would likely be required to reduce significant impacts. In addition to the written analysis, results will also be summarized in a matrix format to allow a visual comparison of potential impacts that may occur at each site.

It is anticipated that the second phase of environmental review would be in the form of an Initial Study/Mitigated Negative Declaration (IS/MND). However, in the event that the Screening Analysis identifies potentially significant impacts that may not be reduced or avoided with implementation of mitigation measures, it is possible that preparation of a Focused Environmental Impact Report (EIR) may be required. If this need becomes evident during preparation of the Screening Analysis, LSA will immediately notify the Town and work with staff to strategize on the next phase of environmental review. Preparation of an EIR would require a scope and budget adjustment.

C. PROJECT TEAM

To fully evaluate the potential environmental effects discussed in these documents, LSA has assembled a project team that provides the full range of required expertise to undertake this assignment. The project team will consist of the following key staff members:

- **Theresa Bravo, Senior Planner** will serve as the Project Manager for the environmental review and will be in charge of the day-to-day activities associated with the project. Theresa's project management tasks include regular client contact; oversight of team members; schedule coordination; and development of products.
- **Judith H. Malamut, AICP, Principal**, will serve as the Principal-in-Charge and will provide input on scope, budget, and scheduling of the project, and quality assurance for all work undertaken. She will also provide direction to all team members that will ensure an internally-consistent, coherent document. She will review all text, tables, and graphics before these materials are presented to the Town as administrative review documents.

We have augmented our team with one subconsultant, **Baseline Environmental Consulting** (Geology, Soils, and Seismicity; Hazards and Hazardous Materials; and Hydrology and Water Quality). Baseline is a long-time partner with LSA – our collaboration results in a seamless work

relationship and certified documents. The Statement of Qualifications, included in Chapter 2 of this proposal, further describes our team's experience and includes references.

D. KEY STRENGTHS

We believe that the following key strengths of the LSA team will be advantageous to the Town of Atherton:

- **CEQA Experience for Public Facilities.** From the Principal-in-Charge and Project Manager on down, LSA's staff that will be assigned to this project has current experience preparing the environmental documentation for public projects, including library and parks projects. We have recently prepared the *Prewett Park Community Center IS/MND* and the *Watson Park Master Plan IS/MND* and are currently preparing technical analyses for the *Dixon Library EIR*. LSA also prepared the *Central Library Restoration and Expansion Project IS/MND* in 2000 and the *West Branch Library Renovation and Expansion Project IS/MND* in 2003, both for the City of Berkeley. Historic resources and architectural character were primary issues for both projects, and received thorough discussion in the environmental documents.
- **Attentive Project Management.** **Theresa Bravo** has nearly 8 years of experience in environmental impact assessment and planning and is adept at managing schedules, budgets and teams in the preparation of environmental documents. **Judith Malamut, AICP**, has 24 years of experience serving as Project Manager and/or Principal-in-Charge on CEQA and NEPA documents. The Town of Atherton will find that LSA is exceptionally responsive and will go the extra mile to ensure a successful project outcome – adoption or certification of the appropriate CEQA document.
- **Preparation of well written, defensible, and publicly accessible CEQA documents and practical planning reports.** LSA produces legally sound CEQA documents that are written in a manner that makes them easy to read and understandable to a diverse audience – including planners, designers, attorneys, decision makers, interested members of the community, and local interest groups. We also strive to provide adequate background information to help interested individuals and community interest groups understand topics that do not always fall within the requirements of CEQA (e.g., socio-economic issues, policy consistency) when these issues are locally important. Simple attributes such as clear formatting, a well-organized heading structure, effective use of tables and graphics, and explicit descriptions of project impacts and mitigation measures facilitate the creation of readable and useful documents.
- **Range and Depth of In-House Services.** LSA has provided environmental assessment services since the first environmental mandates were enacted in the 1970s. LSA has more than 32 years of experience helping clients comply with CEQA. Over the years, LSA has addressed a broad range of environmental issues. Working with specialists across disciplines, our environmental planners offer deep knowledge of science and regulation, solid problem-solving skills, and well-rounded solutions.
- **Understanding of Town's needs.** Through our experience working with public agencies, we know that Town staff may be stretched thin by the time and effort required to manage the planning and environmental review processes. To facilitate the Town's document review process, LSA can provide "compare" versions of documents, showing the explicit changes made between drafts (allowing the Town to concentrate on text changes without having to reread the entire

document). We also have significant experience assisting staff with the preparation of notices, staff reports and resolutions and can be available to help as needed. We believe that the ability of LSA staff to work independently of, but in close communication with, staff is one of our greatest assets.

- **Communication.** Our project managers and associates are trained to communicate – by memo, by email, and by phone – in ways that are clear, concise and early enough that decisions requiring higher level input can be addressed before they become problems. We will also be available to assist staff with the preparation of staff reports and presentations for all public hearings.

2. TEAM QUALIFICATIONS, EXPERIENCE AND REFERENCES



LSA has assembled a project team to undertake the Screening Analysis and prepare the CEQA documentation for the Atherton Library Building Project that provides the full range of required expertise. Our team consists of seasoned staff with substantial experience evaluating the environmental issues that will inform the Town's site selection decision.

As prime consultant, LSA will manage the contract, oversee the work of our subconsultant, be responsible for the accuracy and quality of all technical documentation, and represent the team at all meetings and public hearings. We will be responsible for producing the digital and paper copy versions of the CEQA documents and the Mitigation Monitoring and Reporting Program.

LSA can accomplish the majority of the environmental analysis with in-house staff. Our sole subconsultant is Baseline Environmental Consulting, on board for geology, soils and seismicity; hazards and hazardous materials; and hydrology and water quality. We have a long-standing relationship with Baseline, having worked with them for more than 20 years.

This section includes firm profiles, key personnel qualifications, and selected project summaries and references for LSA.

A. LSA ASSOCIATES, INC.

1. Firm Description

LSA provides multi-disciplinary land use and environmental planning services. As planners and environmental analysts, we are active in all aspects of community development, land use planning, and public involvement. As technical specialists, we provide expertise in transportation, air quality, global climate change, noise, biological resources, water quality, hazards, and cultural resources. Environmental analysis has been the cornerstone of LSA's professional practice and continues as one of the firm's key practice areas. Our understanding of both development planning and the public interest results in realistic and fair recommendations. We offer efficient and responsive support to State, regional, and local government, private sector, and institutional clients.

The Atherton Library Building Project will be managed and staffed primarily from LSA's Berkeley office.

2. Key Personnel

Short biographies of the staff we have selected for the project are provided below. Full resumes of key personnel that highlight their education, training, and certifications are included in the appendix to this proposal.

Key staff identified below, especially Judith Malamut, Principal-in-Charge, and Theresa Bravo, Project Manager, will be available throughout the duration of the project and will play consistent lead roles from start to finish. Key project staff will not be replaced without prior approval from the Town.

- **Judith Malamut, AICP, Principal**, will serve as Principal-in-Charge. She has 24 years of experience; her activities with LSA focus on project management for environmental review documents, policy planning, and environmental analysis. Her experience with civic and campus projects is particularly noteworthy. She successfully guided the following projects through environmental review: *Prewett Park Community Center Project IS/MND* for the City of Antioch; *Sierra Point Biotech Project EIR* for the City of Brisbane; *California Maritime Academy Master Plan EIR* for California State University; and *Downtown Specific Plan Amendments and Regional Performing Arts Theater EIR* for the City of Livermore. She also managed the *West Branch Library Expansion CEQA Documentation* for the Berkeley Public Library and the *Berkeley Montessori School Initial Study* for Berkeley Montessori School. Judith's ability to guide clients through the environmental process and her thoughtful approach to problem-solving has resulted in multiple assignments from long-term clients, such the cities of Berkeley, Livermore, San Jose, Fairfield, Brisbane, and California State University.

As Principal-in-Charge, Judith will provide input on and monitor the scope, budget, and scheduling of the project. She will be ultimately responsible for the quality of all project work, and will review all in-house prepared text, tables, and graphics before these materials are presented to the Town as administrative review documents.
- **Theresa Bravo, Senior Planner** will serve as the Project Manager for the environmental review and will be in charge of the day-to-day activities associated with the project. Theresa's project management tasks include regular client contact; oversight of team members; schedule coordination; and development of products. Theresa recently served as Project Manager for the *City Maintenance Center Relocation Site Study* for the City of Albany, an opportunities and constraints analysis for the potential relocation of the corporation yard. She was also the Project Manager for the *Prewett Park Community Center Project IS/MND* for the City of Antioch; *Downtown Family Housing Environmental Documentation* for the City of Mountain View and the *Green Valley Plaza Focused EIR/IS* for the City of Fairfield.

As the Project Manager, Theresa will oversee the environmental review effort. Theresa will be the primary point of contact with the Town and project team. Her management tasks include budget and schedule control, report preparation, and meeting/hearing attendance.

Theresa and Judith have a comprehensive understanding of CEQA and the environmental review process, have worked on many projects with distinct or unusual operating characteristics, and have been successful at guiding complex projects through the review and approval process. They are the current senior management team for the *WinCo Foods Project EIR* for the City of Vallejo and the *California Maritime Academy Dining Facility CEQA* and *California Maritime Academy Physical Education and Pool Facility Project IS/MND* for California State University, California Maritime Academy.

- **Meghan Macias, Principal/Transportation Planner**, will manage the transportation, circulation and parking analysis. Meghan's primary responsibilities include oversight of transportation and planning projects, including comprehensive traffic impact analyses, traffic operations analyses, and parking studies. She has provided transportation consulting services for a diversity of projects, including Caltrans roadway and highway improvement projects, commercial and industrial facilities, hospitals, and several school district projects (including campus expansions). Meghan is currently managing the traffic impact analyses for the *Clayton Community Church Expansion Project EIR* for the City of Clayton and the *WinCo Foods Project EIR* for the City of Vallejo.
- **Amy Fischer, Associate**, will address issues of construction and operational air quality and climate change for the project. Amy has a comprehensive knowledge of air quality emission reduction measures which she incorporates into the analyses and report findings through air quality modeling and mitigation programs. She regularly contributes to EIR sections dealing with global climate change and greenhouse gas emissions. Amy is fluent in the methodologies and assumptions recommended in the air quality impact assessment guidelines of the BAAQMD. She is thoroughly familiar with the updated BAAQMD CEQA Guidelines (June 2010) and adopted thresholds of significance. She recently prepared the air quality and noise analysis for the *Dixon Library Project EIR* for the City of Dixon, the *1300 El Camino Mixed Use Project EIR* for the City of Menlo Park and the *Jensen Lane Elementary School EIR* for the Windsor Unified School District. Amy regularly appears at workshops and public hearings to explain the technical analyses in relation to CEQA. **Phil Ault, Air/Noise Specialist** will assist Amy with the air quality and noise analyses. **Tung-chen Chung, Ph.D., Principal**, will review the global climate change, air quality, and noise analyses for quality assurance.
- **Tim Lacy, Principal**, will direct the biological analyses and prepare the biological resources section of the Initial Study checklist. He has extensive experience and technical expertise in the areas of endangered and threatened species, wetland and terrestrial ecology, natural resource management, and biological impact assessment and mitigation; and has served as the biology task manager for numerous EIRs. **Dan Sidle, Biologist**, and **Tim Milliken, Botanist**, will assist Tim with the biological task. Tim Milliken is also a certified arborist and will address the issue of heritage trees on site.
- **Andrew Pulcheon, AICP, Associate**, will be responsible for analysis of cultural resources. He is a Registered Professional Archaeologist and a Registered Professional Historian. He meets the Secretary of Interior's Standards for prehistoric and historical archaeology, and history. Mr. Pulcheon has 15 years of experience in cultural resources management, including archival research; laboratory analysis; ethnographic, historical, and architectural research; field survey; prehistoric and historical excavation; laboratory analysis; and collections management. Mr. Pulcheon is experienced in preparing Memoranda of Agreement and Historic Property Treatment Plans, Section 106 and CEQA cultural resource evaluations; Initial Studies; and project- and program-level Environmental Impact Reports in both urban and rural settings. He recently participated in the cultural resources evaluation of the Dixon Public Library project, a construction project that would affect an historic Carnegie library structure. Andrew will be assisted by **E. Timothy Jones, Senior Cultural Resources Manager** and **Michael Hibma, Architectural Historian**.

3. Relevant Experience

LSA has successfully completed the CEQA documentation for libraries, and other civic projects with similar issues. Representative projects are described below.

Prewett Park Community Center IS/MND for the City of Antioch. The Prewett Family Park Master Plan was originally adopted by the Antioch City Council in 1991. This plan envisioned development of a community center, including a community hall, gymnasium, classrooms, library, and entry lobby on the existing project site. Over the years, portions of the park, including the existing aquatics complex, were constructed in accordance with the 1991 Master Plan. LSA prepared a Mitigated Negative Declaration (MND) to examine the environmental impacts of the next phased build-out of the Master Plan, including some components that were not included in the original plan. The MND evaluated a library, senior day care facility, police substation, and health club, among other things. In addition to the standard items on the City's checklist, LSA prepared technical studies for biological resources (i.e., burrowing owl surveys), air quality, and traffic. The proposed project will serve the fast-growing population in the newer areas of this East Contra Costa city.



Burgess Gymnasium and Gymnastics Center EIR for the City of Menlo Park. LSA prepared the CEQA documentation for the demolition of an existing gymnasium (used for both basketball and gymnastics), and construction of a new gymnasium and a new gymnastics center on two sites within Burgess Park. Burgess Park, located adjacent to the Civic Center complex, provides baseball fields, soccer fields, tennis courts, a skatepark, aquatics center, playgrounds, picnic areas, a recreation center, gymnasium and associated paths and parking areas. The gymnasium is funded by a private donor and the gymnastic center is funded by Measure T, passed in 2001 to help renovate and expand City parks and recreation facilities. Using our recent Menlo Park EIRs for background, LSA prepared an Initial Study and focused EIR. The EIR analyzed intensification of land use, and focused on transportation, circulation and parking, and project alternatives.

West Branch Library Expansion CEQA Documentation for the Berkeley Public Library. LSA prepared a Mitigated Negative Declaration for the proposed renovation and expansion of the West Branch of the Berkeley Public Library. Located on University Avenue near San Pablo Avenue, the West Branch is the second largest of four branch libraries and is a City Structure of Merit. Built in 1923 in the Classical Revival style, the library has undergone previous modifications that almost completely destroyed its original architectural character. The library seeks additional space to house an expanding collection and accommodate reader areas, community meeting and special program rooms and staff work areas.



Berkeley Montessori School Initial Study for the Berkeley Montessori School. LSA prepared an Initial Study for a new campus for the elementary, middle school, and administration operations of the Berkeley Montessori School. Campus population, including students and staff, is about 250. The school proposed to rehabilitate and reuse the historic Santa Fe Railway Depot building on University Avenue in Berkeley, and construct new classrooms and administrative space on the site. The design incorporated a shared parking and circulation system with a neighboring synagogue to avoid traffic congestion on University Avenue and facilitate drop-off and pick-up of students.

Dixon Library EIR (Technical Analyses) for the Dixon Public Library. To better serve its growing clientele, the Dixon Public Library is proposing the construction of a new library that would be approximately three times the size of the existing library. The existing library is comprised of three connected structures, including an original 1912 Carnegie building. The proposed project would demolish the 1958 and 1990 building additions and explore alternatives that would restore or reconstruct the Carnegie library building. LSA prepared an Initial Study that focused out some environmental topics; the EIR examined traffic, air quality, greenhouse gases, noise, and cultural resources in depth. With respect to cultural resources, LSA assessed the ability of the new library design to visually mesh with the streetscape and surroundings of the project area, including the commercial frontages and park. The impact of relocating the library and creating a new street-facing orientation, as well as possibly lower the building on its foundation, were considered as part of the historical resource effects assessment. The threshold used by LSA to gauge if a significant impact would occur is whether the post-project building would still convey the reasons for its historical significance, and retain its eligibility for listing in the California Register of Historical Resources and the National Register of Historic Places. Air quality, greenhouse gases, and noise – among other topics – were also analyzed in the EIR. With respect to air quality, the project is within the jurisdiction of the Yolo-Solano Air Quality Management District (YSAQMD), which is under non-attainment status for ozone and particulate matter for state standards. Because the library could generate additional vehicle trips which could increase regional carbon monoxide and ozone precursor emissions, the potential for the project to conflict with the air quality plan was discussed in the EIR. Short-term air pollutant emissions associated with construction were also discussed. The potential of the project to contribute to greenhouse emissions and noise impacts, both construction and operational, were also analyzed. Mitigation measures were recommended for short-term construction impacts. Operation of the library would not be expected to result in higher ambient noise levels unless the increase in traffic affected local streets. Group 4 Architects is the architect of record.



Master Plan EIR Addendum for the Dining Center Replacement Project for the California State University. LSA prepared the CEQA documentation for a new two-story, 24,000 square foot dining center on the California Maritime Academy (CMA) campus in Vallejo, California. The dining center provides breakfast, lunch, and dinner to the majority of CMA students, as well as some faculty and staff. With the growth in student population in recent years, the existing dining center no longer adequately meets the needs of the peak demand for food service.

The Addendum discussed the relationship to the Campus Master Plan, completed in 2002, reiterated applicable mitigation measures as well as modified measures, and outlined approvals needed for the project. An environmental checklist was prepared to support the Addendum. LSA was able to rely on baseline data gathered for the Master Plan EIR, prepared by LSA.

Downtown Specific Plan Amendments and Regional Performing Arts Theater Subsequent EIR for the City of Livermore. A new 2,000-seat performing arts theater has been proposed for the downtown. The Downtown Specific Plan area consists of approximately 272 acres located near the geographic center of the City of Livermore. The plan area is in Livermore's historic Downtown area, located about a half mile south of I-580. In 2003, LSA prepared a program EIR for the City of Livermore General Plan and Downtown Specific Plan. In 2008, LSA was asked to prepare a Subsequent EIR to analyze amendments to the Downtown Specific Plan. The Subsequent EIR also evaluated the construction of a regional theater at a "project" level, but the other amendments were analyzed at a "program" level of review. LSA collaborated and coordinated closely with City staff, especially those in the planning department and in the public works traffic division, and the project team to respond quickly and strategically to City requirements and needs, to determine scope revisions, and to prepare a legally-adequate EIR that addressed all the alternatives for the 2,000-seat theater at a project level of review. This project required experienced and intelligent project management, a comprehensive understanding of the overall programmatic and a project environmental review process and the political context, in addition to a fluency in the details of the various technical analyses needed to support the EIR. LSA managed the numerous subconsultants on the project and worked collaboratively with key staff to ensure a complete technical analysis of the Plan Amendments as well as the theater project.



B. BASELINE ENVIRONMENTAL CONSULTING

1. Firm Description

Baseline is a multi-disciplinary environmental consulting firm, founded in 1985, with expertise in the areas of geology, hydrology, engineering geology, engineering, risk assessment, and planning. Baseline's staff have certifications and/or registrations in their respective technical fields and practice in these professions. In addition, all staff are involved in the preparation of environmental CEQA/NEPA documents. Depending on the project, Baseline functions as either a prime consultant or a subconsultant to other firms. As a prime consultant, Baseline has prepared environmental documents on gravel extraction projects, infrastructure improvements, bridge replacements/retrofitting, residential subdivisions, commercial projects, and new towns. As a subconsultant, Baseline generally assists in the preparation of technical sections such as air quality, noise, geology, hydrology, water supply, and public health.

2. Key Personnel

Baseline and LSA have successfully collaborated on CEQA documents for over 20 years. Bruce, Donna, and Patrick will concentrate their efforts on the topics of geology, seismicity, soils; hydrology and water quality; and hazards for the Initial Study document.

- ***Bruce Abelli-Amen, P.G., C.Hg., Principal and Senior Hydrogeologist***, has been with Baseline for more than 20 years. Bruce has managed EIRs and Negative Declarations and has analyzed technical issues, including those relating to hydrology and water quality, geology, soils, seismicity, and public health and safety, for over 200 environmental documents. Bruce will provide technical review for this project.

- **Cheri Page, P.G., Senior Geologist** has more than 25 years of experience conducting geologic and hazardous materials investigations. She has managed environmental evaluations of lumber mills, landfills, chemical plants, semiconductor manufacturing plants, dry cleaners, underground storage tanks, agricultural properties, mixed use, and residential properties. Soil and groundwater investigations have included managing groundwater monitoring well installation, definition of aquifer characteristics, groundwater flow, definition of vertical and horizontal extent of chemical plumes, design of soil sampling plans, implementing quality assurance/quality control programs, and development of appropriate remedial actions.
- **Donna Bodine, Senior Environmental Scientist**, has 13 years of experience related to storm-water treatment systems, water quality, and permitting. She has managed the preparation of Water Quality Management Plans and Water Quality Technical Reports for large new development and redevelopment projects. Donna has designed, implemented and managed monitoring studies to evaluate the effectiveness of stormwater treatment systems, such as detention basins and natural treatment systems and has assessed baseline water quality conditions for CEQA analyses. She has also provided technical support and training services to municipal stormwater programs in the San Francisco Bay area, Fresno, and Sacramento related to compliance with NPDES Stormwater Permit requirements.
- **Patrick Sutton, Environmental Scientist**, will contribute to the geosciences sections of the CEQA documentation. He has worked as a field scientist for hazardous waste sites, and managed state-funded and privately-financed soil and groundwater remediation projects. Remediation projects have included residential properties, service stations, landfills, drycleaners, railroads, and other commercial properties contaminated with lead, mold, asbestos, petroleum hydrocarbons, chlorinated solvents, polychlorinated biphenyls, and heavy metals. Patrick has performed Phase I site assessments in accordance with ASTM standards. He is also thoroughly familiar with protocols for soil, groundwater, and asbestos sampling.

3. Relevant Experience

Baseline has prepared the geology, soils and seismicity, hydrology and water quality, and public health and hazards sections for the following recent EIRs as part of LSA's team:

- *Prewett Park Community Center IS/MND* for the City of Antioch
- *The Preserve at Redwood Shores EIR* for the City of Redwood City
- *1300 El Camino Real Mixed-Use Project EIR* for the City of Menlo Park
- *Sierra Point Biotech Project EIR* for the City of Brisbane
- *Downtown Specific Plan Amendments and Regional Performing Arts Theater* for the City of Livermore

C. REFERENCES

We encourage you to contact our references regarding the quality of our current work, management of budget and schedule, and attentiveness to project needs.

Prewett Park Community Center Project IS/MND
Lonnie Karste, Project Manager, City of Antioch
925-779-7023

Burgess Gymnasium and Gymnastics Center EIR
Nathan Scribner, City of Menlo Park, Engineering Division
650-330-6751

California Maritime Academy Projects CEQA
Stephanie Giordano, Principal University Planner, California State University
562-951-4929

City of Berkeley Projects
Greg Powell, Senior Planner, City of Berkeley
510-981-7414

Downtown Specific Plan Amendments and Regional Performing Arts Theater Subsequent EIR
Susan Frost, Principal Planner, City of Livermore
925-960-4450

Berkeley Montessori School IS (now The Berkeley School)
Mohammad Kaerouni, Business and Facilities Manager
510-665-8800

3. PROPOSED WORK PROGRAM



This chapter outlines the work program for completing the Screening Analysis and environmental documentation for the Atherton Library Replacement Project in compliance with CEQA. A summary of the work program is provided in Table 1. Our proposed work schedule and budget are presented in Chapters 4 and 5, respectively.

TASK A. PROJECT INITIATION

Task A includes preliminary environmental review tasks, including a start-up meeting and site visit, preliminary data gathering and evaluation, preparation of a preliminary project description that describes both sites, and refinement to the scope of work, if necessary.

1. Start-Up Meeting/Site Visit

LSA will meet with Town staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the Atherton Library Replacement Project. As a part of this meeting, LSA will:

- Identify relevant information and data needs regarding the existing library site and the Holbrook-Palmer Park site and environmental documents beyond those the Town has already made available;
- Discuss the appropriate assumptions for development of the preliminary project description; and
- Discuss the Town's desired schedule for the planning process.

Table 1: Work Program Outline

TASK A. PROJECT INITIATION <ol style="list-style-type: none">1. Start-Up Meeting/Site Visit2. Data Gathering and Evaluation3. Preliminary Project Description
TASK B. PRELIMINARY ENVIRONMENTAL SCREENING ANALYSIS <ol style="list-style-type: none">1. Administrative Draft Screening Analysis<ol style="list-style-type: none">a. Biological Resourcesb. Cultural Resourcesc. Transportation and Circulation2. Final Screening Analysis
TASK C. DRAFT IS/MND AND MMRP <ol style="list-style-type: none">1. Draft Project Description2. Administrative Draft IS/MND3. Public Review Draft IS/MND4. Response to Comments5. Mitigation Monitoring and Reporting Program
TASK D. PROJECT MANAGEMENT
TASK E. MEETINGS AND PUBLIC HEARINGS

In conjunction with the start-up meeting, LSA staff will visit the project sites and photograph their surroundings, document existing conditions and site features, and confirm information provided in the background studies or data provided by the Town. We encourage participation in the site visit by

Town staff to share observations about the project. LSA's natural resources staff and technical specialists will conduct field surveys as described in their scopes under Tasks B and A, below.

2. Data Gathering and Evaluation

Existing data and analyses applicable to the project site and vicinity, including the Town of Atherton General Plan, General Plan EIR, and Zoning Ordinance, will be collected, evaluated, and distributed to the project team. The Atherton Library Needs Assessment and Holbrook-Palmer Park Master Plan will also be reviewed, in addition to preliminary work products developed by Group 4 Architecture. As part of this task, LSA will also contact responsible agencies and Town departments that may have information about the project sites.

LSA will also work with Town staff to identify noticing requirements and will assist in preparation of environmental review and meeting notification as necessary and throughout the duration of the environmental review process. During this phase, LSA will also assist the Town with development of the mailing list and will recommend appropriate persons and agencies, outside of local distribution, that should be included. LSA will provide additions and updates to the mailing list when necessary.

3. Preliminary Project Description

LSA will work with the Town and Group 4 Architecture to draft a preliminary project understanding that describes the potential for construction of a new library at each of the project sites. This description will include, as appropriate, figures showing the location and boundaries of both project sites, aerial photographs of the sites and surrounding areas, and any preliminary development plans (PDFs of graphics to be provided by the Town or Group 4 Architecture). In addition, this description will include a discussion of the setting, background, and objectives of the library replacement project. A draft of the project description will be submitted to the Town for review and acceptance before the LSA team begins conducting the screening analyses. This preliminary project description will be used in the memorandum prepared as part of Task B, Preliminary Environmental Screening Analysis and will also be used to inform the project description prepared as part of Task C.1, Draft IS/MND Project Description.

TASK B. PRELIMINARY ENVIRONMENTAL SCREENING ANALYSIS

LSA will conduct a preliminary screening analysis that identifies the potential environmental constraints at each of the potential project sites. The screening analysis will address biological resources, cultural resources, and traffic and transportation and the results of the analysis will be presented in a memorandum, as described in our approach outlined in Chapter 1. In addition to the written analysis, results will also be summarized in a matrix format to allow a visual comparison of potential impacts and mitigations that may be required at each site.

In the event that the Screening Analysis identifies potentially significant impacts that may not be reduced or avoided with implementation of mitigation measures, LSA will immediately notify the Town and work with staff to strategize on the next phase of environmental review. Preparation of an EIR would require a scope and budget adjustment.

LSA will prepare three drafts of the Screening Analysis: an Administrative Draft and Screencheck Draft for review by Town staff, and a Final Draft, which will be presented to Town decision-makers

and the public. The following discussion summarizes the tasks that LSA will conduct to complete the Screening Analysis.

1. Administrative Draft Screening Analysis

The Administrative Draft Screening Analysis will include a brief description of each of the project sites, as previously described under Task A.3, Prepare Preliminary Project Description. Our proposed analysis for each of the issue topics to be discussed in the screening analysis is detailed below.

It is anticipated that the Administrative Draft will be submitted to the Town for review in electronic format, unless paper copies are requested.

a. Biological Resources. Both the Dinkelspiel Lane and Holbrook-Palmer Park sites are located within the developed portion of the Town of Atherton. Although the Town supports an abundance of native and ornamental trees, the dense residential and commercial development and railroad corridor provide limited habitat for native wildlife except those species that are tolerant of human disturbance. Such disturbance-tolerant species are not typically special-status species or species for which impacts require mitigation. Therefore, the issues expected to be associated with these developed sites include the presence of heritage trees that may be removed or impacted by the construction of the new library and impacts to nesting birds from construction activities during the nesting season. Wetlands are not expected on either site as both sites are developed and landscaped. In order to assess the biological issues at each of the sites, LSA biologists will review the available literature for each site including the California Natural Diversity Data Base (CNDDDB). A biologist and arborist will visit each site to generally map vegetation and any habitats. The occurrence of potential wetlands will be noted, if present. Based on our field visit, literature review, and professional experience work in the urban areas of San Mateo County, the biologist will prepare a brief write up for the Screening Analysis on the constraints at each site and mitigation measures that would be required to compensate for any loss of habitat. The Screening Analysis will also include an assessment of the impacts to heritage trees at each site, although a formal tree survey will not be conducted.

b. Cultural Resources. Each of the potential project sites is developed with buildings over 50 years in age. The Holbrook-Palmer site in particular contains buildings that are one of the few remaining examples of late 19th century estate farm architecture in the Bay Area. For the Screening Analysis, an architectural historian and archaeologist will conduct a “windshield” survey of the project sites to identify potentially historical buildings and to assess their archaeological sensitivity. Cultural resources records searches will be completed at the Northwest Information Center (NWIC) of the California Historical Resources Information System, Sonoma State University, Rohnert Park; and the University of California Museum of Paleontology (UCMP), Berkeley to identify recorded cultural resources (e.g., prehistoric and historical archaeological sites, historical buildings and structures, and fossils) within, and immediately adjacent to, each of the sites. The NWIC, an affiliate of the California Office of Historic Preservation, is the official state repository of cultural resources reports and records for San Mateo County. The UCMP maintains a fossil-locality database that indicates the locations of recorded fossil discoveries in the Bay Area. In addition, the following inventories will be reviewed as part of the analysis: *California Inventory of Historic Resources* (California Department of Parks and Recreation 1976), the Office of Historic Preservation’s *Five Views: An Ethnic Historic Site Survey for California* (1988), *California Historical Landmarks* (1996), *California Points of Historical Interest* (1992), and the *Directory of Properties in the Historic Property Data File* (which contains the listings of the National Register of Historic Places, National Historic Landmarks, California Register of

Historic Resources, California Historical Landmarks, and California Points of Historical Interest). Relevant local inventories will also be reviewed.

c. Transportation and Circulation. LSA will prepare a technical traffic and parking analysis that evaluates the two proposed site alternatives. The traffic and parking analysis will evaluate the effects of the proposed project at each site on the existing roadway network. Three scenarios will be evaluated in the analysis:

1. No Project (Existing Condition)
2. Existing plus new Library at Dinkelspiel Lane site
3. Existing plus new Library at Holbrook-Palmer Park site

The following six intersections will be evaluated:

- Fair Oaks Lane/Dinkelspiel (Station) Lane;
- Watkins Avenue/Dinkelspiel (Station) Lane;
- Fair Oaks Lane/El Camino Real;
- Watkins Avenue/El Camino Real; and
- Watkins Avenue/Holbrook-Palmer Park entrance; and
- Watkins Avenue/Holbrook-Palmer Park exit.

LSA will contract with a qualified data collection firm to collect AM and PM peak hour traffic counts during a typical weekday at all the subject intersections. The data collection firm will also collect midday peak hour (or other peak period as determined in consultation with Town staff) traffic counts on a Saturday at the driveways to Holbrook-Palmer Park. The cost of this task is included in the cost estimate as a reimbursable expense.

The new library's trip generation will be determined using trip rates from the Institute of Transportation Engineers, *Trip Generation*, 8th Edition. Trip distribution patterns for each site will be developed and applied to the trip generation to determine the existing plus project traffic volumes for each alternative. Levels of service at the study area intersections will be evaluated and a comparison table showing the levels of service for each project scenario will be provided in the traffic and parking analysis.

The potential parking demand of the 11,100 square foot library will be determined using parking rates from the Institute of Transportation Engineers, *Parking Generation*, 4th Edition. The available parking spaces at each site alternative will be compared to the parking demand of the project to determine whether adequate parking would be provided. To ascertain the existing parking available at each site, parking surveys will need to be conducted. LSA recommends collecting weekday parking accumulation counts one day at the existing library site during its operating hours of 10:00 a.m. to 8:00 p.m. and at Holbrook-Palmer Park during the same hours. On a Saturday, parking accumulation counts would be collected from 10:00 a.m. to 5:00 p.m. at Holbrook-Palmer Park. The cost of this task is included in the cost estimate as a reimbursable expense.

LSA will compare forecast parking generation for the new library to available parking spaces at the existing library site to determine the potential for parking impacts of development at the existing site. LSA will also compare forecast parking generation for the new library to parking spaces provided on the site plan for the Holbrook-Palmer Park library site to determine potential parking impacts in that scenario. LSA will discuss potential for parking impacts for typical weekday for both sites and Saturday operations for the Holbrook-Palmer Park site.

The results of the traffic and parking studies will be detailed in an attachment to the Screening Analysis memorandum, which will contain a brief summary of the findings.

2. Final Screening Analysis

Based on a single set of consolidated, non-contradictory comments received from the Town, LSA will make any necessary revisions to the Screening Analysis and prepare the Screencheck Draft Screening Analysis. The Screencheck Draft will be provided to the Town to verify that all requested changes have been made and all references and final graphics are acceptable. This memorandum will be provided in an electronic format and a compare version (with changes noted in strikethrough and underline) will also be included.

Upon confirmation that all requested changes have been incorporated, LSA will finalize the Screening Analysis and provide the final document and related attachments in an electronic format suitable for posting to the Town's website and distribution to the public. A limited number of hard copies may also be produced upon request.

See Task E for a description of meeting attendance associated with this task.

TASK C. DRAFT IS/MND AND MMRP

Once the results of the Screening Analysis described in Task B have been reviewed by the public and Town decision makers, it is anticipated that one of the two sites will be chosen for development of the new library. This scope of work assumes that an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate environmental document to satisfy the requirements of CEQA. As discussed under Task B, if the results of the Screening Analysis indicate that a Focused EIR might be required to address any of the environmental issue topics, LSA would strategize with Town staff and prepare a scope and budget adjustment to complete any additional or alternative environmental documentation that might be identified.

An Initial Study will be prepared in accordance with CEQA and the *CEQA Guidelines* and will utilize the Environmental Checklist Form (Appendix G of the *CEQA Guidelines*) with any modifications required by the Town as Lead Agency. Information and data gathered during the Screening Analysis phase will be used as applicable. In preparing the checklist, LSA will respond to the checklist questions for the various impact topics and add concise explanatory comments related to each topic. Mitigation measures will be recommended where necessary to reduce potentially significant environmental impacts to a less-than-significant level. This scope of work assumes that upon completion of the Initial Study, a recommendation will be made that a Mitigated Negative Declaration will satisfy CEQA documentation requirements. The scope of work for preparation of an Initial Study is discussed below.

1. Draft Project Description

LSA will use the preliminary project understanding and other information gathered as part of Task B to prepare the project description for development of the library at the selected site. The draft project description will include the elements necessary to comply with CEQA, including, but not limited to, the purpose, timing, and physical elements of demolition of any existing buildings and construction and operation of the new library. The project description will include, as appropriate, figures showing the location and boundaries of the project area, aerial photographs of the project site and surrounding area, and any conceptual building plans prepared by Group 4 Architecture. In addition, the project description will include a discussion of the setting, background, and objectives of the project. The project description will describe the overall approval process for the project and identify all discretionary and anticipated subsequent approvals. Relevant agencies and reviewing bodies will be identified. A draft of the project description will be submitted to the Town for review and acceptance before the LSA team begins conducting the impact analyses.

2. Administrative Draft IS/MND

LSA will prepare an Administrative Draft IS/MND with the following components. Figures and tables will be provided as appropriate to illustrate the project site, the proposed project and the study's findings.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration
- Technical Appendices

Up to ten (10) bound copies of the Administrative Draft IS/MND will be submitted to the Town for review and comment. LSA will also provide one (1) MS Word and PDF version in electronic format.

The topics that will be analyzed in the Initial Study are discussed briefly below. For biological resources, cultural resources, and traffic and transportation, the findings of the Screening Analysis will form the basis of the applicable Initial Study discussions and the potential for project impacts would already likely be determined for these issue topics prior to this phase of environmental review. These impacts will be further defined and specific mitigation measures will be recommended to reduce impacts to a less-than-significant level, as appropriate. The type and severity of some potential impacts may vary depending on the site that is selected for the new library, while other impacts would likely be the same at both sites. Therefore, the description of the analysis to be performed for the environmental issue topics identifies the minimum level of effort that will likely be required to complete the environmental review for either site.

- ***Aesthetics.*** LSA will evaluate existing visual conditions in and around the project site, including public views of and from the project site. The project's impact on scenic vistas and the visual character of surrounding development will be discussed. Visual simulations are not proposed as part of this scope of work. It is not anticipated that the new building would cast new shade or shadow onto adjacent or nearby uses or natural resources at either location; however, new sources

of light and glare would likely result at either site. Potential impacts to day and nighttime views will be identified and mitigation measures will be recommended, as appropriate.

- ***Agricultural and Forestry Resources.*** Atherton is a residential urban community and is characterized as urban and built-up land by the California Department of Conservation, Farmland Mapping and Monitoring Program. As such, the project would not result in significant impacts to agricultural or forestry resources and this environmental issue topic will be briefly addressed.
- ***Air Quality.*** LSA will prepare an air quality analysis for the proposed project, based in part on the traffic analysis prepared as part of Task A. The air quality analysis will include the following components: 1) assessment of baseline air quality in the area, as documented by nearby air monitoring stations; 2) assessment of traffic and construction impacts; 3) assessment of operational impacts; and 4) recommendation of mitigation measures consistent with Bay Area Air Quality Management District (BAAQMD) guidelines.
- ***Biological Resources.*** The proposed project involves construction of a new library in a developed urban area. The results of the field reconnaissance and records review conducted as part of the Screening Analysis will be used to respond to the Initial Study checklist questions for biological resources and mitigation measures will be further defined and recommended, as appropriate.
- ***Cultural Resources.*** Both of the potential project sites contain buildings and structures that may qualify for listing in the California Register of Historical Resources (California Register). The eligibility of the buildings on the preferred site must be determined as part of the CEQA review to identify if historical resources will be affected by the proposed project. According to the *Atherton Library RFP Questions and Answers* posted on the Town's website, the existing library building and Council Chambers are "potentially historic" and need to be evaluated. The Holbrook-Palmer Park site also includes historic structures. The historical evaluation will include background research conducted at local archives, as appropriate, and a field review conducted by a qualified architectural historian. The results of the evaluation will be presented in the Initial Study and impacts associated with cultural resources will be identified and described, and if appropriate, mitigation measures will be recommended to reduce significant impacts to cultural resources.
- ***Geology and Soils.*** Baseline will conduct a site reconnaissance and use information obtained from the Town of Atherton General Plan and San Mateo County General Plan, and available United States Geological Survey and California Geological Survey maps and reports to prepare responses to the Initial Study checklist questions for this topic. The soil types occurring at the project site will be described based on information from the Natural Resource Conservation Service Soil Survey database and other available sources. Soil characteristics that may have environmental impact implications, such as highly expansive, corrosive, or erodible soil hazards, will be discussed. Potential sources of regional earthquakes will be evaluated and expected levels of seismic shaking (and related potential for ground failure) in the vicinity of the project site will be described. Potential impacts will be identified and feasible mitigation measures will be developed, as appropriate.
- ***Global Climate Change.*** LSA will evaluate the project's impacts on global climate change and greenhouse gas emissions in accordance with the CEQA Guidelines Amendments that became effective on March 18, 2010. The guidelines state that a lead agency should make a good-faith effort, based on available information, to describe, calculate or estimate the amount of GHG emissions resulting from a project and determine if the project is consistent with GHG reduction plans. LSA will provide a quantitative assessment of GHG emissions associated with all relevant

sources related to the project for which project data are available, including construction activities, vehicle emissions, energy consumption, and water usage using the BAAQMD's recently released BGM Greenhouse Gas Calculator model. LSA will also provide a qualitative assessment of the project's consistency with relevant plans and regulations.

- **Hazards and Hazardous Materials.** Baseline will identify and evaluate potential hazards and hazardous materials conditions associated with the project based on a review of past and current land uses. Regulatory databases will be reviewed to evaluate reported releases of hazardous materials in the project vicinity that could affect future development and operation of the project site. Available State and local documents will also be reviewed to assess potential project impacts related to emergency response and evacuation plans, aviation hazards, and wildland fire hazards. Mitigation measures will be recommended, if appropriate.
- **Hydrology and Water Quality.** Based on a site reconnaissance and available site plans, project reports, and publically available data, Baseline will identify and evaluate the hydrologic and water quality impacts associated with the project. One potential impact identified in the RFP was the potential for the project to create runoff that could exceed the capacity of existing or proposed stormwater drainage systems; this would be particularly relevant if the Holbrook-Palmer Park site was selected because much of the site is open space. Based on information provided by the Town, Baseline will document the capacity of existing stormwater drainage system to which the project would discharge, and would evaluate if the stormwater drainage system would have adequate capacity to accommodate potential increases in peak flow rates resulting from the project. Other potentially significant impacts that will be evaluated include stormwater runoff quality impacts associated with the construction and post-construction phases of the project. Feasible mitigation measures will be recommended, as appropriate.
- **Land Use and Planning Policy.** The land use and planning section will evaluate the project's compatibility with surrounding land uses and determine the project's consistency with applicable land use and conservation policies and regulations that could lead to significant physical impacts. If the Holbrook-Palmer Park site is selected, the requirements for a General Plan amendment and Park Master Plan amendment will also be addressed.
- **Mineral Resources.** The project site is located in a developed urban area and there are no known mineral resources on or in the vicinity of the project site. As such, the project would not affect mineral resources and this topic will be briefly discussed.
- **Noise.** LSA will prepare a noise analysis for the proposed project, based in part on the traffic analysis. The noise analysis will include the following components: 1) a description of existing noise conditions in and around the project site; 2) quantitative assessment of noise impacts related to vehicular traffic trips resulting from the proposed project and project construction activities; and 3) preparation of mitigation measures consistent with best practice standards.
- **Population and Housing.** The proposed project would not provide new housing or a substantial number of new jobs in the Town, but would provide updated and expanded library services to existing residents in Atherton. As such, LSA will provide brief responses to the Initial Study checklist questions for this topic.
- **Public Services.** This section will evaluate the potential impacts on public services, including police, fire, and schools. LSA will determine if the proposed project would result in increased demand for public services and would require an expansion of existing infrastructure or facilities. A brief discussion of the library's existing and future services will also be provided.

- **Recreation.** LSA will analyze the effects of the proposed project on existing and planned recreational facilities. If the Holbrook-Palmer Park site is selected, potential impacts to this recreational amenity will also be addressed.
- **Transportation and Traffic.** The results of the Screening Analysis will be used to respond to the Initial Study checklist questions for this topic. Potential traffic, circulation, and parking impacts identified in the Screening Analysis will be summarized and mitigation measures will be recommended, as appropriate.
- **Utilities and Service Systems.** LSA will summarize the impacts that could result from implementation of the proposed project to the following utilities and service systems: water supplies; wastewater treatment and capacity; stormwater facilities; and solid waste disposal.
- **Mandatory Findings of Significance.** The Initial Study environmental checklist will conclude by responding to the series of questions as set forth in Appendix G, Section XVII of the *CEQA Guidelines*. Potential cumulative impacts of the proposed project combined with the incremental effects of other approved, proposed, or reasonably foreseeable projects in the vicinity of the site will be briefly discussed.

As stated above, the analysis associated with these topics will be included in an Administrative Draft Initial Study that will be provided to the Town for review.

3. Public Review Draft IS/MND

LSA will amend the Administrative Draft IS/MND based on a single set of consolidated non-contradictory comments provided by the Town. The Screencheck Draft IS/MND will be provided to the Town to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide one (1) MS Word compare version, if requested, and a “clean” PDF version, both in electronic format.

LSA will produce copies of the Public Review Draft IS/MND for public distribution and submittal to the State Clearinghouse. Our budget assumes publication of up to 50 copies (hard copies/CDs) of the Draft IS/MND (but additional copies could be produced on a time-and-materials basis). LSA will also prepare a Notice of Completion, in accordance with the *CEQA Guidelines*, and coordinate with the Town to distribute the Draft IS/MND pursuant to CEQA and Town review procedures. LSA will also provide PDF versions of the IS/MND and a copy-ready version of the document, if desired by the Town.

4. Response to Comments

LSA will review public and agency comments received on the IS/MND during the public review period, and prepare responses in a memorandum format, as necessary. This scope and budget assume up to approximately 40 hours to prepare responses to comments. Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment in the budget to cover work beyond the assumed level.

5. Mitigation Monitoring and Reporting Program

Before the Mitigated Negative Declaration is adopted, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures in the IS/MND. The MMRP will list

mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these measures. Electronic copies of the final MMRP would be submitted to the Town as part of the Final IS/MND, unless hard copies are requested.

TASK D. PROJECT MANAGEMENT

Judith and Theresa will also undertake a variety of general project management tasks throughout the process of preparing the environmental review documents and presenting the results to decision makers. Theresa will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract negotiation and management; assistance to team members; schedule coordination; and development of products.

Judith will provide input on and monitor the scope, budget, and scheduling of the project. She will also be responsible for quality assurance for all work undertaken and will review all prepared text, tables, and graphics before these materials are presented as administrative review documents. She will provide the direction to all team members that will ensure an internally-consistent, and coherent document.

TASK E. MEETINGS AND PUBLIC HEARINGS

Judith Malamut and Theresa Bravo will be available throughout the environmental review period to meet with the project team to gather information, review progress, review preliminary findings, discuss staff comments, offer input into discussions on project modifications, and consult on CEQA procedural matters. The cost estimate includes attendance by Judith and/or Theresa at the following meetings: project start-up meeting under Task A.1 and up to two additional meetings with Town staff and the project team. Attendance at some or all of these meetings may include review via teleconference of Town comments or strategy discussions on the Screening Analysis (Task A) or IS/MND (Task B).

Under Task E, LSA has budgeted for attendance at up to four public meetings/hearings to present the results of the Screening Analysis and IS/MND and to answer questions, as detailed in the Town's RFP. Our budget for this task also includes preparation of any necessary presentation materials that may be required. Attendance by LSA at additional meetings, will be billed on a time-and-materials basis. Our estimated cost for each additional meeting (assuming a four-hour meeting, including travel time) is: \$680 for Judith and \$400 for Theresa.

4. SCHEDULE



The preliminary work schedule for preparation and completion of the environmental review process is shown in Table 2. Specific dates are shown to illustrate the timeline; however, dates may need to be refined. LSA will finalize the schedule with the Town at the project start-up meeting. Preparation of the Preliminary Project Understanding is contingent upon receipt of a description of the library use (e.g., approximate size, hours of operation, existing level of use, and user groups) from the Town and Group 4 Architecture. Based on this schedule, an Administrative Draft of the Screening Analysis would be ready for review by the Town approximately 2 weeks after approval of the preliminary project understanding. The Final IS/MND would be ready for adoption within approximately 7 months of authorization to proceed.

Please note that this schedule is flexible, and we are happy to work with the Town to adapt the schedule to fit ongoing departmental priorities and scheduling.

Table 2: Proposed Schedule

Milestone	Responsible Party	Weeks to Complete	Cumulative Week	Date
Authorization to Proceed	Town	Week of	1	April 18, 2011
Project Start-Up Meeting and Data Gathering	Town/LSA	Week of	2	April 25, 2011
Prepare Preliminary Project Description	LSA	1	3	May 2, 2011
Town Review of Project Description	Town	1	4	May 9, 2011
Prepare Administrative Draft Screening Analysis	LSA	4	6	May 23, 2011
Town Review of Administrative Draft Screening Analysis	Town	2	8	June 6, 2011
LSA Prepares Screencheck and Final Screening Analysis	LSA	2	10	June 20, 2011
<i>Public Meeting/Hearings to Review Screening Analysis</i>	<i>Town/LSA</i>	<i>2</i>	<i>12</i>	<i>TBD</i>
<i>Selection of Library Building Project Site</i>	<i>Town</i>	<i>2</i>	<i>14</i>	<i>TBD</i>
Prepare Project Description	LSA	1	15	July 25, 2011
Town Review of Project Description	Town	1	16	August 1, 2011
LSA Prepares Administrative Draft Initial Study	LSA	3	18	August 15, 2011
Town Review of Administrative Draft Initial Study	Town	2	20	August 29, 2011
LSA Prepares Screencheck Draft Initial Study	LSA	1	21	September 2, 2011
Town Review of Screencheck Draft Initial Study	Town	1	22	September 12, 2011
Production and Distribution of Draft IS/MND	LSA	1	23	September 19, 2011
<i>30-Day Comment Period for Draft IS/MND</i>	<i>--</i>	<i>4</i>	<i>27</i>	<i>October 18, 2011</i>
<i>Public Hearing on the Draft IS/MND</i>	<i>Town/LSA</i>	<i>--</i>	<i>--</i>	<i>TBD</i>
LSA Prepares Admin. Draft RTC and MMRP	LSA	2	29	November 1, 2011
Town Review of Admin. Draft RTC and MMRP	Town	1	30	November 8, 2011
LSA Prepares Screencheck and Final RTC and MMRP	LSA	1	31	November 15, 2011
Distribution of RTC and Final IS/MND	LSA	1	32	November 22, 2011
Final IS/MND Adoption Hearing	Town	1	33	<i>TBD</i>

Note: Some milestone tasks begin prior to completion of the task above. Therefore, the sum of the task durations may not equal the cumulative date.

5. BUDGET



For completion of the scope of work set forth in this proposal and accomplished according to the schedule outlined, the LSA team proposes a total budget not to exceed \$69,335. A detailed breakdown of the budget is provided in Table 3. As is always the case with our proposed scope and cost estimate, we are open to suggestions for refinement to meet Town needs.

This proposed budget and scope are effective for 90 days.

**Table 2
Atherton Library Replacement Project Cost Estimate**

LABOR COSTS																											
Hourly Rate:	LSA Associates, Inc.																			Baseline Environmental Consulting					Team Total		
	Principal-in-Charge (Malamut)	Project Manager (Bravo)	Word Processing (Cronan)	Graphics and Production (Linder)	Project Management (and non-technical analysis) Subtotal	Principal - Biologist (Lacy)	Wildlife Biologist (Stidle)	Botanist/Arborist (Milliken)	Biological Resources Subtotal	Associate - Cultural Resources (Pulebeon)	Senior Cultural Resources Manager (Jones)	Architectural Historian (Hibma)	Cultural Resources Subtotal	Principal - Transportation (Macias)	Transportation Planner (Black)	Principal - Air/Noise (Chung)	Senior Air/GCC Planner (Fischer)	Noise/Air Specialist (Ault)	Air Quality/Noise/Transportation Subtotal	LSA Total	Principal - Senior Hydrologist (Abelli-Anen)	Senior Geologist (Page)	Senior Environmental Scientist (Bodine)	Environmental Scientist (Sutton)		Clerical	Baseline Total
	\$170	\$100	\$90	\$105		\$135	\$90	\$85		\$95	\$75	\$70		\$145	\$100	\$190	\$125	\$105			\$160	\$140	\$130	\$110	\$90		
Task A Project Initiation																											
(1) Start-Up Meeting/Site Visit	4	4			\$1,080		6		\$540		8		\$600						\$0	\$2,220			4		\$520	\$2,740	
(2) Data Gathering and Evaluation		4			\$400		2		\$180		8		\$600						\$0	\$1,180						\$0	\$1,180
(3) Preliminary Project Description		6	1	2	\$900				\$0				\$0						\$0	\$900						\$0	\$900
Subtotal for Task A	4	14	1	2	\$2,380	0	8	0	\$720	0	16	0	\$1,200	0	0	0	0	0	\$0	\$4,300	0	0	4	0	0	\$520	\$4,820
Task B Preliminary Environmental Screening Analysis																											
(1) Administrative Draft Screening Analysis	6	12	1	2	\$2,520				\$0				\$0						\$0	\$2,520						\$0	\$2,520
a. Biological Resources					\$0	1	6	16	\$2,035				\$0						\$0	\$2,035						\$0	\$2,035
b. Cultural Resources					\$0				\$0	12	32	41	\$6,410						\$0	\$6,410						\$0	\$6,410
c. Transportation and Circulation					\$0				\$0				\$0	10	46				\$6,050	\$6,050						\$0	\$6,050
(2) Final Screening Analysis	2	6		2	\$1,150				\$0				\$0						\$0	\$1,150						\$0	\$1,150
Subtotal for Task B	8	18	1	4	\$3,670	1	6	16	\$2,035	12	32	41	\$6,410	10	46	0	0	0	\$6,050	\$18,165	0	0	0	0	0	\$0	\$18,165
Task C Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program																											
(1) Draft Project Description	2	6	1	2	\$1,240				\$0				\$0						\$0	\$1,240						\$0	\$1,240
(2) Administrative Draft IS/MND	8	38	4	4	\$5,940	2	8	2	\$1,160	1	4		\$395	4	10	2	20	16	\$6,140	\$13,635	4	12	20	12	3	\$6,510	\$20,145
(3) Public Review Draft IS/MND	6	10	4	8	\$3,220		1		\$90	1	2		\$245	2	2		2		\$740	\$4,295			2			\$260	\$4,555
(4) Response to Comments	6	8	1	4	\$2,330	1	2		\$315	1	4		\$395	2	4		4		\$1,190	\$4,230			3			\$390	\$4,620
(5) Mitigation Monitoring and Reporting Program	1	4	1		\$660				\$0				\$0						\$0	\$660						\$0	\$660
Subtotal for Task C	23	66	11	18	\$13,390	3	11	2	\$1,565	3	10	0	\$1,035	8	16	2	26	16	\$8,070	\$24,060	4	12	25	12	3	\$7,160	\$31,220
TOTAL LABOR FOR ENVIR. DOCUMENTATION	35	98	13	24	\$19,440	4	25	18	\$4,320	15	58	41	\$8,645	18	62	2	26	16	\$14,120	\$46,525	4	12	29	12	3	\$7,680	\$54,205
Task D Project Management																											
Subtotal for Task D	4	12	0	0	\$1,880	0	0	0	\$0	0	0	0	\$0	0	0	0	0	0	\$0	\$1,880	0	0	0	0	0	\$0	\$1,880
Task E Meetings and Public Hearings																											
Assumes 2 Team Meetings and 4 Public Hearings	24	26	0	0	\$6,680	0	0	0	\$0	0	0	0	\$0	0	0	0	0	0	\$0	\$6,680	0	0	0	0	0	\$0	\$6,680
Subtotal for Task E	24	26	0	0	\$6,680	0	0	0	\$0	0	0	0	\$0	0	0	0	0	0	\$0	\$6,680	0	0	0	0	0	\$0	\$6,680
TOTAL LABOR (ALL TASKS)	63	136	13	24	\$28,000	4	25	18	\$4,320	15	58	41	\$8,645	18	62	2	26	16	\$14,120	\$55,085	4	12	29	12	3	\$7,680	\$62,765
MISCELLANEOUS COSTS																											
1. Deliveries/Faxes																			\$60	\$0						\$0	\$60
2. Intersection Counts (6)																			\$1,750	\$0						\$0	\$1,750
3. Parking Counts (3 days)																			\$1,080	\$0						\$0	\$1,080
4. Travel																			\$450	\$80						\$80	\$530
5. Maps; Plans; Reports; Databases																			\$450	\$300						\$300	\$750
6. Printing (Assumes 50 copies of the Draft IS/MND)																			\$2,400	\$0						\$0	\$2,400
TOTAL MISCELLANEOUS COSTS																			\$6,190	\$380						\$380	\$6,570
TOTAL LSA TEAM BUDGET																											
TOTAL COST																			\$61,275							\$8,060	\$69,335



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
INTERIM CITY MANAGER, JOHN DANIELSON

FROM: NEAL MARTIN, TOWN PLANNER

DATE: FOR THE MEETING OF APRIL 20, 2011

SUBJECT: APPROVAL OF 1ST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR TRAFFIC AND PARKING ANALYSIS AT MENLO SCHOOL

RECOMMENDATION:

Approve the attached First Amendment to the Agreement for Professional Services by and between the town of Atherton and Kimley-Horn and Associates, Inc.

BACKGROUND:

On August 18, 2010 the City Council approved an agreement with Kimley-Horn and Associates to prepare a traffic study to be used as part of an environmental analysis and documentation for a proposed enrollment increase at Menlo School. That study was completed. During Planning Commission public hearing on the proposal it became evident that additional studies were needed. The additional services include those listed below:

- Cumulative Analysis
- Parking Evaluation Peer Review
- Response to Comments
- Revised Draft Traffic Report and Final Documentation
- Additional Planning Commission or City Council Meeting

The cost for these services is proposed to be \$5,310. The First Amendment provides for a total not-to-exceed budget to be increased by the additional amount from \$21,305 to

\$26,615. It further provides authority to the City Manager to approve additional increases to the not-to-exceed budget for the project by an additional 10 percent of the not-to-exceed budget of \$26,615 without further City Council approval; provided that Menlo School agrees in writing to reimburse the Town for any such additional costs.

FISCAL IMPACT:

All costs of the services will be paid for by Menlo School. A reimbursement agreement exists by and between the Town and Menlo School to reimburse the Town for these expenses. Menlo School has already deposited \$5,310 with the Town to cover the costs of this agreement. Costs for Staff time associated with the project will also be paid for by Menlo School through deposits with the Town Finance Department.

FORMAL MOTION:

I move that the City Council approve the First Amendment to the Agreement for Professional Services by and between the Town of Atherton and Kimley-Horn and Associates and authorize the City Manager to sign the agreement.

Prepared By:

Approved by:

Neal J. Martin, Town Planner

John Danielson, Interim City Manager

Attachments:

1. First Amendment to the Agreement for Professional Services by and between the Town of Atherton and Kimley-Horn and Associates
2. Consultant Services Agreement, Kimley-Horn and Associates, September 2, 2010
3. Letter Proposal, Kimley-Horn and Associates to Neal Martin, April 6, 2011

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF ATHERTON AND KIMLEY-HORN AND ASSOCIATES

This First Amendment to the Professional Services Agreement by and between the Town of Atherton ("Town") and Kimley-Horn and Associates ("Consultant") for professional traffic consulting services associated with the preparation of environmental studies and documents ("First Amendment") is entered into as of the ___ day of ____, 2011, ("Effective Date"), by and between Town and Consultant.

RECITALS

- A. Town and Consultant are parties to that certain Professional Services Agreement for traffic consulting services dated September 2, 2010 ("Agreement").
- B. Town desires to obtain additional traffic and parking consulting services related to proposed increased enrollment at Menlo School.
- C. Town and Consultant now desire to enter into this First Amendment to provide for the additional services as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

- 1. Exhibit A, Scope of Services. Exhibit A to the Agreement is amended by adding the items listed in the April 6, 2011 letter from Kimley-Horn and Associates to Neal Martin, Town of Atherton attached and made a part of this First Amendment.
- 2. Section 4A, Compensation. Section 4A of the Agreement is amended to increase the not-to-exceed budget by \$5,310.00 from \$21,305 to \$26,615. Section 3 is further amended to provide as follows: "The City Manager is hereby authorized to increase the not-to-exceed budget for this project by an additional 10 percent of the current not-to-exceed budget of \$26,615 without further City council approval; provided, however that Menlo School agrees in writing to reimburse the Town for any such additional costs."
- 3. Agreement in Effect. The parties acknowledge and agree that the Agreement, except as amended by this First Amendment, remains unmodified and in full force and effect in accordance with its terms.
- 4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF ATHERTON:
By: _____ / _____
John Danielson, Interim City Manager

CONSULTANT:
By: _____ / _____

(Date)

Name: _____ (Date)

Title: _____

ATTEST:

City Clerk

By: _____ / _____

Name: _____ (Date)

Title: _____

APPROVED AS TO FORM:

City Attorney

CONSULTANT SERVICES AGREEMENT
Kimley-Horn and Associates, Inc.

THIS AGREEMENT is entered into as of the 2nd day of September, 2010 by and between the TOWN OF ATHERTON ("Town") and Kimley-Horn and Associates, Inc. ("Consultant").

RECITALS

WHEREAS, Town desires to obtain traffic and transportation engineering consulting services in connection with the Menlo School Enrollment Increase Project;

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his/her designee shall represent Town for all purposes under this Agreement. The City Manager or designee is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant shall assign James West to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A. Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed

work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than August 19, 2010 and must be completed not later than December 31, 2010. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed Twenty One Thousand Three Hundred Five Dollars (\$21,305) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly statements for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization by the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings, weekends, or on recognized holidays. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or any other form of absence.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town, unless required to do so by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D.

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

10. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8, Consultant shall defend (with legal counsel reasonably acceptable to Town) indemnify and hold harmless Town and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. Town's failure to monitor compliance with this requirement imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this Section.

D. Consultant's compliance with the insurance requirements does not relieve Design Professional from the obligations described in this Section, which shall apply whether or not such insurance policies are applicable to a claim or damages.

12. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits that accrue to Town employees, and Consultant hereby expressly waives any claim it may have to any such rights. Further, Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

15. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance.

Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respect to work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-

insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

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

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all Services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the Services

satisfactorily rendered by Consultant bear to the total Services otherwise required to be performed for such total fee; provided, however, that Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials shall become the permanent property of Town. Consultant, however, shall not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

18. Suspension. Town shall have the authority to suspend this Agreement and the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both Town and Consultant. All provisions of this Agreement are expressly made conditions.

20. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that the party was solely or primarily responsible for drafting the language to be interpreted.

21. Litigation Support; Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant, brought by Town against Consultant, or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates.

22. Time of the Essence. Time is of the essence of this Agreement. Notwithstanding any of the provision of this agreement, the Consultant shall not have liability for or be deemed in

employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

28. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

29. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by Town.

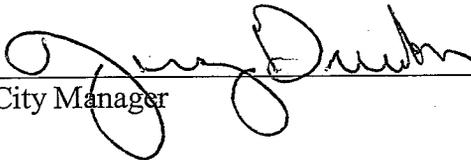
33. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

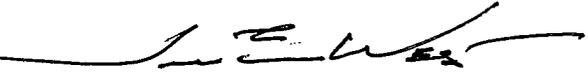
34. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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

TOWN OF ATHERTON

CONSULTANT

By: 
City Manager

By: 
Title: VICE PRESIDENT

Date:

Date: 8-26-2010

APPROVED AS TO FORM:

By: Michael C. Mowery
Title: ASSISTANT SECRETARY

By: Wynne S. Fu
City Attorney

Date: 26 AUGUST 2010

ATTEST:

By: 
City Clerk

KHACA
06

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Exhibits A, B and C

EXHIBIT A SCOPE OF WORK

The Proposed Project consists of a proposal by Menlo School for amendment of a Conditional Use Permit approved by the Atherton Planning Commission on December 3, 2008. The amendment would allow Menlo School to increase its enrollment for a maximum of 750 students to a maximum of 815 students. It is understood that no new classrooms or buildings would be needed to accommodate the proposed enrollment increase.

Kimley-Horn and Associates (KHA) will prepare a traffic evaluation for the proposed project. The traffic evaluation will be based on the following development conditions:

- Existing Conditions – Based on current traffic counts and existing roadway geometry and traffic control with the existing student enrollment at Menlo School.
- Approved Use Permit Conditions – Based on existing conditions minus student enrollment greater than the 750 student total approved in the most recent use permit for Menlo School.
- Approved Use Permit Plus Proposed Increased Enrollment Traffic Conditions – Based on approved use permit traffic volumes and traffic generated by the proposed increased enrollment to 815 students at Menlo School.

Task 1 – Project Initiation

KHA will participate in one meeting with the Town of Atherton staff and the applicant in the preparation of the traffic study. This meeting will discuss project details and data required for evaluation. Current and proposed school operations and other traffic operations details will be discussed to appropriately evaluate the potential project impacts in the study. KHA will participate in one meeting with the Town of Atherton staff and the City of Menlo Park staff to discuss coordination with the City of Menlo Park and any specific items of focus that should be considered for the project.

Task 2 – Trip Generation and Trip Distribution Evaluation and Memorandum of Findings

Typically, trip generation for a proposed project is calculated through utilization of the Institute of Transportation Engineers *Trip Generation* publication. *Trip Generation* is a standard reference used by jurisdictions throughout the country for the estimation of trip generation potential of proposed developments. The reference is based on numerous studies throughout the country of various land uses such as shopping centers, restaurants, gas stations, schools, and many more. *Trip Generation* includes the Land Use 536 – Private School (K-12) that could be applied to this study, however the amount of sites studied is limited to 4 or less, with no studies greater than 600 students at a school. Therefore, to better approximate the potential impact of increased traffic at the Menlo School due to increased traffic, we are proposing that a specific trip

generation studied be completed for Menlo School.

To determine a trip generation rate for application to the proposed Menlo School enrollment increase, morning and afternoon vehicular traffic volumes will be collected as part of the overall data collection task. This task is dependent on cooperation of the property owner/manager to study their site. The following data will be collected:

- Student enrollment on date of traffic volume count
- Vehicular type (Passenger vehicle, bus, delivery truck, etc).
- 4-hour manual vehicular volume count during peak period operations (anticipated to be 7-9 AM and 2-4 PM)

KHA will conduct a field review of the Menlo School campus to determine the logistics of operation and if any special considerations should be included in the determination of this traffic evaluation. This review will focus on the access locations that staff, faculty, parents, and students utilize to determine the approximate trip generation rate for the school. Data Collection is expected to occur at least one week after the Labor Day Holiday to allow for initial daily traffic routines to become more constant in the new school year. This proposal does not include the collection of roadway daily traffic volumes.

The vehicular volume and site characteristics collected will be used to calculate the following average trip generation rates and directional distributions:

- Independent Variable: Students
Weekday, AM Peak Hour
Weekday, PM Peak Hour of Generator

In addition to the trip generation evaluation, it is important to understand the travel patterns of vehicles accessing Menlo School to best understand their potential impact to roadways and intersections. Therefore, KHA will request through Town staff student registration information with street name and city/town of residence. This minimal information will aid in the creation of an approximate map of most likely paths for faculty, staff, parents and students accessing the school, without identifying potentially confidential information.

KHA will prepare a brief memorandum summarizing the calculated existing site land use trip generation and approximate trip distribution patterns. The memorandum will detail our assumptions, analysis, and findings. We will enclose all trip generation calculations and trip distribution information with our memorandum. KHA will submit two copies of a draft memorandum to you for your review. Following your review and receipt of one set of non-conflicting comments, we will prepare a final memorandum and submit two copies for your use.

Task 3 – Existing Conditions

Because of the size of the proposed project, several intersections may be affected and will therefore be studied. Up to 8 intersections will be included in the study, which may include the following suggested intersections:

1. El Camino Real / Valparaiso Avenue
2. East Gate for Menlo School / Valparaiso Avenue
3. University Drive & Main Gate for Menlo School / Valparaiso Avenue
4. West Gate for Menlo School / Valparaiso Avenue
5. Emilie Avenue / Valparaiso Avenue
6. Elena Avenue / Valparaiso Avenue

KHA will collect AM and PM peak period intersection turning movement counts at the selected 8 study intersections. Counts will be conducted 7-9 AM and 2-4 PM, consistent with typical school peak traffic periods. Traffic counts will be collected on Tuesday, Wednesday, or Thursday when school is in session and on non-holidays. Additional locations can be counted and evaluated as an additional service if needed.

KHA will inventory the intersection configuration and roadways in the vicinity of the study intersection. This information will be used during the analysis of the different development conditions and in recommendations contained in the traffic evaluation.

KHA will evaluate existing traffic volumes using Traffix software consistent with Highway Capacity Manual 2000 methodology to determine current levels of service at the study intersections.

Task 4 – Approved Use Permit Conditions

The Menlo School has an approved use permit for 750 students. The enrollment is currently greater than this permitted level in the Existing Conditions. Based on the results of the Trip Generation Rate Study and Trip Distribution Evaluation, the trips associated with the additional students beyond the Approved Use Permit Conditions will be subtracted off of the street network. Approved Use Permit Conditions will be evaluated to determine levels of service at the study intersections with enrollment of 750 students at Menlo School.

Task 5 – Approved Use Permit Plus Proposed Increased Enrollment Conditions

KHA will add the proposed increased enrollment traffic to the approved use permit volumes (for a total of 815 students at Menlo School) to determine the levels of service at the study intersections.

Task 6 – Mitigations Analysis and Recommendations

KHA will identify locations and facilities that are impacted by the proposed increased enrollment and make recommendations for improvements to mitigate project impacts. Mitigation improvements could include, but are not limited to, street widening, lane additions, intersection configuration changes, safety improvements, new traffic signals, etc. These improvements, including turning lanes, channelization and traffic control

devices will be considered, evaluated and recommended when determined necessary by accepted standards and practices. In addition, KHA will review the existing TDM measures utilized at Menlo School and evaluate if any of these programs or additional programs can be utilized for full or partial mitigation of potentially impacted transportation facilities.

Task 7 – Administrative Draft Traffic Report

KHA will prepare a stand-alone traffic report for preliminary review. The administrative draft report will include text, charts, and figures describing our process, assumptions, and results. The report will specifically detail impacts directly connected with project traffic and recommended mitigation, if needed.

Format of the traffic report will follow the Town of Atherton's level of service standard of LOS D and the City of Menlo Park's *Traffic Impact Analysis Guidelines*.

Task 8 – Draft Traffic Report

Based on comments received on the administrative draft report from the Town staff, the report will be revised and the draft report will be submitted for review by Town staff.

Task 9 – Coordination with Environmental Firm

Town Staff will be preparing the appropriate CEQA documentation and anticipates that a Mitigated Negative Declaration will be prepared for this project based on preliminary study. It is anticipated that the Draft Traffic Impact Report will be incorporated into the appropriate CEQA documentation by Town staff or a consultant specialized in CEQA documentation publishing. No new technical tasks or evaluation or included in this task but up to 10 hours have been allocated in this task to coordinate with Town or consultant task on incorporation of the traffic evaluation into a separate CEQA document.

Task 10 – Final Documentation

Following public review of the Draft CEQA document, KHA will formulate responses to substantive public comments regarding transportation. KHA will revise these responses based on comments from Town staff. KHA will incorporate any final changes into a Final Traffic Impact Report as well as provide final responses to Town staff for incorporation into a project CEQA document. Up to 10 hours have been allocated in this task to coordinate with Town staff on these final project documents.

Task 11 – Meetings

KHA will participate in up to two Planning Commission or other public hearing-level meetings associated with the project.

Attendance at other meetings or hearings is not assumed in this scope. If Kimley-Horn's attendance at public hearings is requested, such attendance will be subject to a contract amendment, as discussed below.

Additional Services

We will, if authorized by you, perform other services, that may be required. Additional services may include the following:

- Attendance at additional staff-level meetings
- Attendance at additional Planning Commission or other public hearing-level meetings
- Revision of analysis or findings based on site or plan revisions
- Design of mitigation measures
- Vehicular traffic counts

Additional services will be provided on a lump sum basis and be negotiated at the time extra services are rendered.

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

KHA is prepared to begin work immediately upon receipt of a signed Agreement and your notice to proceed, and we will endeavor to meet your scheduling needs. An anticipated project schedule is included below:

Task	August	September	October	November	December
Task 1 – Project Initiation					
Task 2 – Trip Generation and Trip Distribution Evaluation and Memorandum of Findings					
Task 3 – Existing Conditions					
Task 4 – Approved Use Permit Conditions					
Task 5 – Approved Use Permit Plus Proposed Increased Enrollment Conditions					
Task 6 – Mitigations Analysis and Recommendations					
Task 7 – Administrative Draft Traffic Report					
Task 8 – Draft Traffic Report					
Task 9 – Coordination with Environmental Firm					
Task 10 – Final Documentation					
Task 11 – Meetings					

EXHIBIT C COMPENSATION

KHA will perform the services in Tasks 1 - 11 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as traffic counts, express delivery services, fees, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Billing Classification	Senior Professional 3 Principal-in-Charge	Senior Professional Project Manager	Registered Professional Project Engineer	Professional 2 Analyst	Senior Support Administrator	Total
Project Staffing	Jim West	Michael Mowery	Erica McKinnon	Ben Huie	Toni Barela	
Task 1 – Project Initiation	1	8	4			\$2,400
Task 2 – Trip Generation and Trip Distribution Evaluation and Memorandum of Findings		2	4	2	2	\$1,540
Task 3 – Existing Conditions			1	4		\$730
Task 4 – Approved Use Permit Conditions			1	4		\$730
Task 5 – Approved Use Permit Plus Proposed Increased Enrollment Conditions			1	4		\$730
Task 6 – Mitigations Analysis and Recommendations		1	2			\$525
Task 7 – Administrative Draft Traffic Report	1	4	8	6	2	\$3,390
Task 8 – Draft Traffic Report		2	2		2	\$920
Task 9 – Coordination with Environmental Firm		4	6			\$1,760
Task 10 – Final Documentation		2	4	2	2	\$1,540
Task 11 – Meetings		10				\$1,850
Labor Total	2	33	33	22	8	\$16,115
Outside Direct Expenses						\$4,200
In-Office Direct Expenses						\$990
Total Labor and Expenses						\$21,305



Item No. 13

DATE: FOR THE CITY COUNCIL MEETING OF APRIL 20, 2011

TO: THE HONORABLE MAYOR AND CITY COUNCIL

FROM: NEAL J. MARTIN, TOWN PLANNER

**SUBJECT: 2010 ANNUAL REPORT TO THE CITY COUNCIL ON THE ATHERTON
GENERAL PLAN IMPLEMENTATION**

RECOMMENDATION:

Accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).

BACKGROUND:

The State of California Government Code 65400 et seq require the preparation of an annual report to the local legislative body, the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD) describing the following:

1. The status of the local general plan and progress in its implementation.
2. The progress in meeting its share of regional housing needs.
3. The degree to which the local general plan complies with the adopted OPR guidelines.
4. The date of the last revision to the local general plan.

2010 ANNUAL REPORT:

Status of the Atherton General Plan and Progress in its Implementation

The Atherton General Plan was updated in 2002 and adopted by the City Council on November 20, 2002. It contains Land Use, Circulation, Housing, Open and Conservation, Noise, and Community Safety Elements. The Housing Element Update 2007-14, which is the only element required to be reviewed by HCD, has been found to be "In compliance" with the HCD review criteria. The Atherton City Council adopted the Housing Element Update in accordance with State law on August 18, 2010 by adopting Resolution No. 10-45.

Atherton is essentially built out in accordance with the policies stated in the General Plan. The Sphere of Influence as adopted by the San Mateo Local Agency Formation Commission is coterminous with the current City Limits. Essentially all of the existing parcels of land have been developed with land uses consistent with the General Plan. All of the streets and highways described in the General Plan are developed to their planned capacity. The entire infrastructure needed to serve the planned land uses and population is in place with sufficient capacity to accommodate the planned land uses and population.

Progress in meeting Atherton's Share of Regional Housing Needs

CGC Section 65400(a)(2)B provides: "The housing element portion of the annual report ... shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development ...". The tables provided in Attachment 1 describe the progress made in meeting Atherton's share of regional housing needs.

Degree to which the Atherton General Plan complies with the Adopted OPR Guidelines

OPR adopted General Plan Guidelines in 2003 for use by local jurisdictions in the preparation of their general plans. The Guidelines are permissive, not mandatory and are quite extensive. Staff has prepared an analysis of the Atherton General Plan compared to the general criteria included in the Guidelines along with an evaluation of the degree to which the Atherton General Plan complies with the OPR Guidelines. That analysis is provided in Attachment 2. The analysis shows that the Atherton General Plan is in substantial compliance with the adopted OPR Guidelines with a few exceptions. During FY 2008-09 the City Council included funds in the City Budget to prepare amendments to the General Plan in order to achieve full compliance with the adopted OPR Guidelines. Those draft amendments have been completed by Staff and have been reviewed by the General Plan Committee. The General Plan Committee has recommended their approval to the Planning Commission. The Planning Commission is expected to hold a public hearing and consider the amendments for recommendation to the City Council in spring 2011.

Date of the Last Revision to the Atherton General Plan

The last revision to all elements except the Housing Element of the Atherton General Plan was adopted by the City Council on November 20, 2002. The Housing Element Update was adopted August 18, 2010.

ALTERNATIVES:

1. Accept the Annual Report.
2. Provide direction to Staff for modification to the Annual Report.
3. Take no action.

FINANCIAL IMPACT:

All costs associated with this project are paid for by the Town of Atherton from the Contract Planner budget.

RECOMMENDATION:

It is recommended that the City Council accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).

FORMAL MOTION:

I move that the City Council accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).

Attachments:

1. Annual Housing Element Progress Report – Tables A – C
2. Analysis of Atherton General Plan with OPR Guidelines

Town of Atherton
Annual Element Progress Report - 2010
Housing Element Implementation

Reporting Period: January 1 - December 31, 2010

Table C
Program Implementation Status

Program Description (by Housing Element Program Names)	Describe progress of all programs including progress in removing regulatory barriers as identified in the Housing Element.		
Name of Program	Objective	Deadline in H.E.	Status of Implementation
§3.711 Market Rate Housing Construction	5 New Above Market Units	2014	Net 7 units removed. Market has limited residential construction to reconstruction of 1 unit for each demolished unit.
§3.721 Second Dwelling Unit Program	57 New Second Units (moderate to extremely low income)	2014	One new unit constructed.
§3.731 Faculty and Student Housing Program	27 New Faculty Units and 63 New Student Units in very low, low and moderate income ranges	2014	Net 7 units removed. Market failed to construct any new faculty or student units during the planning period.
Increase allowable size of second dwelling units	Amend Zoning Ordinance	2014	Zoning Ordinance amended in 2010
Shared Housing Program implemented by the Human Investment Prog.	Continued placement of renters with willing providers	2014	One renter was placed in one Atherton home. Address is confidential.

Analysis of Atherton General Plan (AGP) with Adopted Office of Planning and Research (OPR) Guidelines

March 30, 2011

OPR Guideline Requirement (to the extent that it is relevant)¹	Reference or Comment	Degree of Compliance
Contains all 7 mandatory elements	AGP contains Land Use, Circulation, Housing, Open Space and Conservation, Noise and Community Safety Elements.	Full
Plan is integrated and internally consistent	All elements include a section entitled “Relation to Other Elements” describing how each is integrated and internally consistent.	Full
Land Use Element		
Contains a Land Use Diagram in sufficient detail to describe land use proposals	AGP contains a Land Use Diagram with sufficient detail to describe land use proposals. Pg. LU-8	Full
Shows distribution of housing, business and industry	AGP Land Use Diagram shows proposed residential, parks, open spaces, public facilities and schools uses. Business and industry are not permitted in Atherton. Pg. LU-8	Full
Distribution of open space including agriculture	AGP Land Use Diagram shows proposed open space uses. There is no agricultural land in Atherton. Pg. LU-8	Full
Distribution of mineral resources	There are no mineral resources in Atherton.	N/A
Distribution of recreation facilities and opportunities	AGP Land Use Diagram, pg. LU-8, the Land Use Element text, pg. LU-4-5, and the Open Space and Conservation Element, pg. OS-70-72 describe the distribution of recreation facilities and opportunities.	Full
Location of education facilities	AGP Land Use Diagram, pg. LU-8, the Land Use Element text, pg. LU-6 describe the	Full

¹ Language from the OPR Guidelines.

	location of education facilities.	
Location of public buildings and grounds	AGP Land Use Diagram, pg. LU-8, the Land Use Element text, pg. LU-5-7 describe the location of public buildings and grounds.	Full
Location of solid and liquid waste facilities	The Land Use Element text, pg. LU-6-7 describes the location of solid and liquid waste facilities.	Full
Identification of areas subject to flooding	The Land Use Element text, pg. LU-7 identifies areas subject to flooding.	Full
Identification of Timber Preserve Zone lands	There are no Timber Preserve Zone lands in Atherton.	N/A
Contains standards for population intensity and building intensity	The Land Use Element text, pg. LU-2-3 contains standards for population intensity and building intensity.	Full
Circulation Element		
Contains definitions and descriptions of:		
Major thoroughfares	The Circulation Plan Diagram, pg. LU-8 and the Circulation Element text, pg. CI-9-11 define and describe major thoroughfares; freeways, highways, minor arterials, collectors, local streets and street standards.	Full
Transportation routes	The Circulation Plan Diagram, pg. LU-8 and the Circulation Element text, pg. CI-9-15 defines and describes transportation routes.	Full
Terminals	The Circulation Element text, pg. LU-13, defines and describes the local rail terminals.	Full
Other local public utilities and facilities including railroads, airports and parking.	The Circulation Element text, pg. CI-12-15 defines and describes scenic roadways, transit and rail traffic, bicycle and pedestrian facilities. There are no airports close to Atherton.	Full
Housing Element		
See Attachment 1		

Open Space and Conservation Element		
The Conservation Element should address water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals and other natural resources.	There are no rivers, harbors, fisheries or commercial mineral resources in Atherton. The AGP Open Space and Conservation Element text, pg. OS-71 addresses protection of scenic resources, significant stands of natural vegetation, wildlife habitat, sensitive environmental resources (e.g. streambeds), and archaeological resources.	Full
The Open Space Element should address open space for the preservation of natural resources, for the managed production of resources, for outdoor recreation and for public health and safety.	AGP Open Space and Conservation Element text, pg. OS-70-72, the Land Use Diagram, pg. LU-8 and the Land Use Element text, pg. LU-4-5 address open space for the preservation of natural resources, for the managed production of resources, for outdoor recreation and for public health and safety.	Full
The Open Space Element should contain an open space action program	AGP Open Space and Conservation Element text, pg. OS-71-72 contains an Open Space Action Program.	Full
Noise Element		
Issues to be addressed include:		
Major noise sources, both mobile and stationary	AGP Noise Element text, pg. N73-75 describes the major community noise sources.	Full
Existing and projected levels of noise and noise contours for major noise sources	AGP Noise Element diagram, pg. N-80 provides existing and projected noise contours for major noise sources.	Full
Existing and projected land uses and locational relationship to existing and projected noise sources	AGP Noise Element text, pg. N73-75 describes the existing and projected land uses and locational relationship to existing and projected noise sources	Full
Existing and proposed sensitive receptors, including hospitals,	Existing and proposed sensitive receptors are	Not in

convalescent homes, schools, churches and sensitive wildlife habitat	not addressed in the AGP Noise Element	Compliance
The extent of “noise problems in the community”	AGP Noise Element text, pg. N73-75 describes the extent of “noise problems in the community”	Full
Method of noise attenuation	AGP Noise Element text, pg. N76-78 describes noise mitigation measures.	Full
Implementation measures and possible solutions that address existing and foreseeable noise problems	AGP Noise Element text, pg. N76-78 describes implementation measures and possible solutions that address existing and foreseeable noise problems	Full
Community Safety		
Issues to be addressed include:		
Seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure	AGP Community Safety Element text, pg. CS-82 addresses seismically induced surface faulting, ground shaking, ground failure and water waves (seiche). Tsunami is not a hazard in Atherton since the Town does not border on the Bay or Ocean. Dam failure is not addressed.	Substantial
Slope instability leading to mudslides and landslides	Slope instability is not addressed in the AGP Community Safety Element.	Not in compliance
Subsidence, liquefaction, and other seismic hazards identified on seismic hazard maps	Neither subsidence nor liquefaction is addressed in the AGP Community Safety Element.	Not in compliance
Flooding	There are no flood zones in Atherton	N/A
Wildland and urban fires	AGP Community Safety Element text, pg. CS-81 addresses major fire incidents.	Full
Evacuation routes and signage	AGP Community Safety Element text, pg. CS-82-83 addresses evacuation routes. Route signage is not addressed.	Partial
Peak load water supply requirements	AGP Community Safety Element text, pg. CS-81 addresses peak load water supply	Full

	requirements.	
Minimum road widths and turnouts	AGP Circulation Element text, pg. CI-12 addresses minimum road widths.	Full
Clearances around structures	Clearances around structures are not addressed in the AGP Community Safety Element.	Not in compliance



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 19, 2011

**SUBJECT: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE
TOWN OF ATHERTON TO INDEMNIFY CALTRANS FOR
FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM
(HSIP) FUNDING FOR THE VALPARAISO AVENUE AT
HOOVER STREET IN-ROADWAY LIGHTED CROSSWALK
PROJECT**

RECOMMENDATION:

Adopt a Resolution indemnifying Caltrans from any liabilities in the event the right-of-way is not clear as certified for Federal Highway Safety Improvement Program (HSIP) Program funding for the Valparaiso Avenue at Hoover Street In-Roadway Lighted Crosswalk Project

INTRODUCTION:

The Town has been awarded HSIP funding for the Valparaiso Avenue at Hoover Street In-Roadway Lighted Crosswalk Project in the amount of \$30,600. In order to receive authorization to construct the project under this program, a resolution indemnifying Caltrans by the Town must be accepted. Caltrans requires a resolution indemnifying them from any right-of-way issues on this project in order to proceed with the project.

FISCAL IMPACT:

There is no fiscal impact of this action.

Prepared By:

Approved:

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

John Danielson
Interim City Manager

Attachments: Resolution

RESOLUTION 11-09

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO
INDEMNIFY CALTRANS FOR FEDERAL HIGHWAY SAFETY
IMPROVEMENT PROGRAM (HSIP) FUNDING FOR THE VALPARAISO
AVENUE AT HOOVER STREET IN-ROADWAY LIGHTED CROSSWALK
PROJECT**

WHEREAS, the Town of Atherton is eligible to receive Federal funding for certain Transportation Projects through the California Department of Transportation (Caltrans); and

WHEREAS, , the Town of Atherton agrees to indemnify, defend, and hold harmless the California Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton agrees that the California Department of Transportation (Caltrans) shall be indemnified, defended and held harmless from any and all liabilities which may result in the event the right of way for this project is not clear as certified

* * * * *

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 20th day of April, 2011, by the following vote:

*AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:*

ATTEST:

James Dobbie, MAYOR
TOWN OF ATHERTON

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne S. Furth, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: APPROVE AN AGREEMENT WITH THE MASTER
GARDENERS OF SAN MATEO COUNTY TO
CONSTRUCT A HOOPHOUSE GREENHOUSE IN
HOLBROOK-PALMER PARK**

RECOMMENDATION:

Approve an agreement with the Master Gardeners of San Mateo County to construct a “hoophouse” greenhouse in Holbrook-Palmer Park.

INTRODUCTION:

The Master Gardeners of San Mateo County are losing their home in the old greenhouses at the College of San Mateo because the greenhouses are going to be removed. The Master Gardeners requested space in Holbrook-Palmer Park to build a new greenhouse. They propose to construct a “hoophouse” type of greenhouse, consisting of metal arches covered with plastic greenhouse material.

The location chosen inside a portion of the corporation yard was chosen for three reasons: 1) it has good sun exposure, a necessary element for as successful greenhouse; 2) a secure location because it will be inside a locked fence; and 3) the fence and landscape screening proposed will make the hoophouse essentially invisible to park users.

The Master Gardeners have offered to provide flowers to the park annually, something previously the park purchased. They will also conduct gardening classes that will be a benefit to Atherton residents and other park users. There is the additional benefit that

when there are Master Gardeners present in the park, volunteer maintenance of park landscaping tends to happen. The classes they hold will show other gardeners how to properly trim and care for landscaping using the Park's landscaping for the classes. This is expected to improve the level of volunteer maintenance.

ANALYSIS:

The Park and Recreation Commission considered the item at their February meeting and recommend that the City Council approve the agreement with the Master Gardeners.

FISCAL IMPACT:

This agreement will result in a savings in the purchase of plant materials each spring beginning in 2012, and improve the level of volunteer maintenance at no additional cost to the Town.

Prepared By:

Approved:

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

John Danielson
Interim City Manager

Attachments: Agreement

HOOP HOUSE LICENSE AGREEMENT

This agreement (“Agreement”) is entered into between the Town of Atherton, a California municipal corporation, hereinafter referred to as “Town,” and the University of California Cooperative Extension Master Gardeners of San Mateo and San Francisco Counties, a 501(c)(3) non-profit organization, hereinafter referred to as “Licensee,” effective _____, 2011 (“Effective Date”).

RECITALS

- A. Town owns real property known as the Holbrook-Palmer Park, which is a twenty-two (22) acre property. Located within the Holbrook-Palmer Park is an open area within the fenced compound on the northwest side of the Corporate Yard, between the metal building and the park roadway located at 150 Watkins Avenue, Atherton, California, hereinafter referred to as the “Site.” Attached hereto and incorporated herein as **Exhibit A** is a map depicting the Site.
- B. Licensee is composed of volunteers trained and certified by the University of California to provide community service and educational outreach that helps home gardeners and community organizations garden sustainably and create a healthy environment.
- C. Licensee seeks a new location for their plant propagation greenhouse (“Hoop House”) that has sufficient sun exposure, water, electricity and security.
- D. Town seeks to provide community gardening classes for its residents, and to obtain quality flowers for the Holbrook-Palmer Park event gardens.
- E. Town desires to grant a revocable license to Licensee to allow Licensee to construct, maintain, and operate the Hoop House on the Site, as more fully described in the “Scope of Work” attached hereto and incorporated herein as Exhibit B.

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

AGREEMENT

- 1. **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
- 2. **Term.** The term of this Agreement shall be five (5) years, commencing on the Effective Date. Thereafter, the parties may enter into a written amendment to extend the term of this Agreement for an additional five (5) years.
- 3. **Town Obligations.** Town hereby grants to Licensee a revocable license to:
 - a. construct, maintain, and operate the Hoop House on the Site;

- b. garden, cultivate, and maintain the Site;
- c. conduct free gardening classes and/or workshops for the public;
- d. hold an annual plant sale; and
- e. use the Town's well water for the Site in furtherance of the purposes of this Agreement.

4. Licensee Obligations.

- a. Hoop House.
 - i. In accordance with the specifications provided in Exhibit B, Licensee shall be responsible for the preparation, design, and planning of the Hoop House and any related improvements.
 - ii. In accordance with the specifications provided in Exhibit B, Licensee shall be responsible for the construction, installation, and post-construction maintenance of the Hoop House and any related improvements.
 - iii. Construction of the Hoop House and any related improvements shall not commence until Licensee has obtained: (a) written approval and all required building and/or other required permits from Town; and (b) written notice by Town to Licensee to proceed.
 - iv. Licensee shall be responsible for the installation and maintenance of an electricity usage meter that tracks Licensee's electricity use for the construction, maintenance, operation, removal, and usage of the Hoop House and any other activities on the Site performed pursuant to this Agreement.
 - v. Before the expiration of this Agreement or any amendment thereto, Licensee shall remove all improvements made by Licensee to the Site including, but not limited to, the Hoop House. The Hoop House and any related improvements are, and shall remain, the property of the Licensee.
- b. Reimbursement for Electricity. Licensee shall reimburse Town for the costs of electricity attributable to Licensee's use of the Site including, without limitation, construction, maintenance, operation, removal, and use of the Hoop House and any related improvements, and any other activities permitted by this Agreement on the Site. Town shall provide written invoices to Licensee for the cost of electricity. Licensee shall provide payment to Town for the amount of the invoice within fifteen (15) days of receipt of such invoice.
- c. Maintenance of Premises. Licensee shall, at its sole cost and expense, maintain the Site in a manner satisfactory to Town, which includes but is not limited to: keeping the interior and exterior of the Hoop House clean and in good working

condition, and keeping the Site free and clear of gardening supplies, tools, litter, debris, etc.

- d. Annual Flowers. Licensee shall provide Town with ten (10) flats of flowers on an annual basis, the types of which shall be mutually agreed to by Licensee and Town. The flowers shall be delivered during the Spring of each year, with the first delivery occurring in May of 2012. Town shall have the sole discretion to select the type of annual flowers provided by Licensee, and Licensee shall consult with Town Park & Recreation Manager before delivering flowers to Town.
 - e. Gardening Classes/Workshops. Licensee shall provide three (3) gardening classes or workshops per year at the Site at no cost to Town or attendees. Licensee shall provide all labor, materials, equipment and supplies needed for the classes and workshops at no cost to Town or attendees. Classes shall be held on Saturday mornings with a maximum attendance of fifteen (15) people. Licensee shall consult with Town Park & Recreation Manager when scheduling the classes.
 - f. Volunteer Waiver and Release. Any and all persons acting as volunteers for Licensee, prior to entering the Site or performing any of the services or actions permitted or authorized by this Agreement, must sign the “Master Gardener Volunteer Waiver, Indemnity Agreement, And Agreement Not To Sue” attached hereto and incorporated herein as Exhibit C and deliver the same to Town.
5. **Fitness for Intended Use.** It is Licensee’s responsibility to ensure that the Site, Hoop House, and any related improvements, are and remain compliant with all codes, regulations, statutes, and laws for the intended use. Should any portion of the Hoop House, Site, or any related improvement become uninhabitable for reasons beyond the control of either Town or Licensee including, but not limited to, destruction by fire, wind, rain, natural disaster, loss by eminent domain, or changes in law (e.g. zoning), Town shall have the option, but not the obligation, of providing suitable temporary facilities for Licensee until such time as the facilities are once again habitable. If this were to occur, Licensee agrees to be bound by the terms of this Agreement for the temporary facilities. In the event that Town cannot provide suitable temporary facilities, this Agreement shall be considered terminated on the day on which the facilities were determined to be uninhabitable.
6. **Town’s Right of Entry.** Town has the right to enter the Site and the Hoop House at any reasonable time to inspect the Site, Hoop House, and any related improvements, to ensure compliance with the terms of this Agreement.
7. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by Licensee in connection with the services rendered under this Agreement shall be the property of Town whether the project for which they are made is executed or not. Licensee shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Licensee’s endeavors.

8. **Indemnification.** To the fullest extent permitted by law, Licensee shall, at Licensee's sole expense and with counsel reasonably acceptable to Town, defend, indemnify, and hold harmless Town and Town's officers, officials, employees and agents from and against all claims (including demands, losses, actions, causes of action, damages, liabilities, expenses, changes, assessments, fines or penalties of any kind, and costs including consultant and expert fees, court costs, and attorney's fees) from any cause, arising out of or relating (directly or indirectly) to this Agreement, including without limitation:
- a. the use, or manner of use, of the Site;
 - b. the use or occupancy, or manner of use or occupancy, of the Hoop House and any related improvements;
 - c. any act, error, omission, or negligence of Licensee or of any subtenant, invitee, guest, contractor or licensee of Licensee in, on, or about the Hoop House and/or the Site;
 - d. Licensee's conducting of its business in connection with activities on or about the Hoop House and/or the Site;
 - e. any alterations, activities, work, or things done, omitted, permitted, allowed, or suffered by Licensee on, at, or about the Hoop House and/or Site, including any violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the Effective Date or enacted, promulgated, or issued after the date of this Agreement; and
 - f. any breach or default in performance of any obligations on Licensee's part to be performed under this Agreement, whether before or during the Term or after its expiration or earlier termination.

The indemnification hereinabove described extends to and includes, without limitation, claims for:

- a. injury to any persons (including death at any time resulting from that injury);
- b. loss of, injury or damage to, or destruction of property (including loss of use at any time resulting from that loss, injury, damage, or destruction); and
- c. all economic losses and consequential or resulting damage of any kind.

Licensee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement.

9. **Insurance.**

- a. Minimum Scope of Insurance.

- i. Licensee agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.
 - ii. Licensee agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - iii. All of the following endorsements are required to be made a part of each of the required policies, as stipulated below:
 1. “The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respect to work done by, for, or on behalf of the named insured.”
 2. “This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it.”
 3. “This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.”
 - iv. Licensee shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.
 - vi. Licensee’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- b. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

- c. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
 - d. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Licensee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - e. Verification of Coverage. Licensee shall furnish Town with original Certificate(s) of Insurance verifying Licensee's receipt of the insurance coverage required herein.
10. **Assignment and Transfer**. Licensee shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Town and any attempt to do so without such consent shall be void and without legal effect and shall constitute grounds for termination.
11. **Compliance With All Laws**. Licensee shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, codes, ordinances, and regulations now in force or which may hereafter be in force. Licensee shall not use or allow anything to be done on, in, or about the Site or the Hoop House, or any other location contemplated being used by Licensee under this Agreement, that will in any way conflict with any law, ordinance, or governmental regulation now in force or hereinafter enacted or promulgated.
12. **Independent Contractor**. Licensee and Town agree that Licensee 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 Licensee nor any employee of Licensee shall be entitled to any benefits provided to Town employees by virtue of the services provided under this Agreement.
13. **Non-Waiver**. Waiver by Town of any provision of this Agreement shall not constitute a waiver of any other provision.
14. **Termination**.
- a. Town reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to Licensee. In the case of termination of this Agreement, Licensee shall be liable for any obligation hereunder, including without limitation reimbursement to Town for electricity utility charges and removal of the Hoop House as provided in Section 4 above.
 - b. Failure of Licensee to abide by any of the provisions of this Agreement ("Default") including, but not limited to, failure to properly maintain the Site, Hoop House and any related improvements, failure to timely pay electricity invoices, and/or failure to maintain proper insurance coverage, will be grounds for immediate termination by Town and forfeiture of all moneys paid by Licensee

through the date of such Default. Upon notice of such Default to Licensee, Town may, at any time thereafter and without further notice to Licensee, exercise any right or remedy that Town may have at law or in equity including, without limitation, immediate termination of this Agreement.

- c. Town, in its sole discretion, shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions, budgetary or other economic concerns, or the failure on the part of the Licensee to perform any of its obligations under this Agreement.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Town: City Manager
91 Ashfield Road
Atherton, CA 94027

Licensee: UCCE Master Gardeners of San Mateo & San Francisco Counties
Marilyn Johns, County Director
San Mateo and San Francisco County Cooperative Extension
80 Stone Pine Road, #100
Half Moon Bay, CA 94018

16. **Integrated Agreement.** This Agreement, together with all attachments and exhibits, represents the entire and integrated agreement between Town and Licensee and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both Town and Licensee.
17. **Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.
18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties hereto when at least one copy shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto have affixed their names and seals of _____ day
of _____, 2011.

Town of Atherton

Licensee

By _____
Town Manager

By _____

Approved as to Form

By _____
Town Attorney

EXHIBIT “B”
SCOPE OF WORK

1. Relocate existing fence and construct additional fence to expand the open area to thirty-eight (38) feet from the corporation yard metal building and to separate the license area from the remainder of the corporation yard. New fence posts to be set in concrete.
2. Construct access gates as follows:
 - a. Eight foot wide vehicle access gate on the northeast side for access to the well house from the corporation yard.
 - b. Person Gate on the southwest side at the option of the licensee.
 - c. Existing vehicle access gate to remain.
3. Plant screening trees and shrubs between the relocated fence and the park roadway. Planting plan to be approved by the Town Superintendent.
4. Install Hoop House with the following provisions:
 - a. Standard foundations to be designed by a licensed civil or structural engineer and approved by the building department with an appropriate building permit.
 - b. Access door at each end to provide emergency access.
 - c. Eight (8) foot clearance between Hoop House and well enclosure.
5. Install an energy meter to measure electricity used. Electrical connections shall be by approved extension cords or hardwiring approved by the building department.

EXHIBIT "C"

MASTER GARDENER VOLUNTEER WAIVER, INDEMNITY AGREEMENT, AND AGREEMENT NOT TO SUE

I, _____ [full name], am a University of California Cooperative Extension volunteer Master Gardener, trained and certified by the University of California. I fully understand that by assisting with providing the services and/or participating in the activities described in the Hoop House License Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit A**, I will be exposed to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily assisting with and/or participating in the activities described in the Agreement, and agree to assume any such risks.

I hereby release, discharge, agree not to sue, and waive all claims against the Town of Atherton for any injury, death or damage to or loss of personal property arising out of, or in connection with, my assistance with and/or participation in the activities described in the Agreement, from whatever cause, including the active or passive negligence of the Town of Atherton or any other persons assisting with or participating in the activities described in the Agreement.

In consideration for being permitted to assist with and/or participate in the activities described in the Agreement, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the Town of Atherton from and against any and all claims, proceedings, demands, actions, liabilities, damages, or suits of any kind and nature arising out of or in connection with my assistance with and/or participation in the activities described in the Agreement.

I HAVE CAREFULLY READ THIS WAIVER, INDEMNITY AGREEMENT AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ANY AND ALL LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Signature of Participant OR
Parent/Guardian if Participant under 18 yrs.

Date



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: APPROVE AN AMENDED CAPITAL IMPROVEMENT
PROGRAM BUDGET FOR FY 2010-2011**

RECOMMENDATION:

Approve an amended Capital Improvement Program (CIP) budget for FY 2010-2011 to reflect changes in project delivery.

INTRODUCTION:

The following changes have occurred that result in the need for revision to the CIP:

- Holbrook-Palmer Park projects that may be impacted by a decision to build a new library in the park have been placed on hold.
 - Park Storage at Main House
 - Park Trash Enclosure
- Holbrook-Palmer Park projects that may be impacted by a decision to outsource park grounds maintenance have been placed on hold.
 - Park Corporation Yard
- The Park topographic survey will be partially funded by the library fund.
- The street reconstruction 7 budget was reduced by only constructing Park Lane and not Polhemus Avenue. A sewer project on Polhemus Avenue repaved some of the worst sections.
- The street reconstruction 7 budget has been reallocated to street sealing to allow for more cape and slurry seals.

- The drainage projects budget has been reallocated to the Upper Atherton Channel Repair project. The engineer's cost estimate has increased after completing consultation with the permit agencies and incorporating their requirements into the design.
- Other drainage projects budget have been postponed to save funds for the Marsh Wall reconstruction, which will be designed next year and constructed the following year.
- The energy efficient street lights budget has been postponed. The project cost decreased when PG&E determined that more than half of the street lights in Atherton are PG&E owned, and they would not convert those to LED. Menlo Park is converting their street lights this year. After Menlo Park and PG&E convert their lights, Atherton can then decide if this project should come back.
- Police Department Air conditioner replacement and kitchen remodel projects were added to remedy urgent deficiencies in the Police Department facility.
- The South Meadow Rehabilitation Project budget was increased by previous Council action based on the bid cost of the project.
- The street signing and striping budget was added by previous Council action to fund needed traffic improvements at various locations in Atherton.
- The budget also shows carryover projects that were awarded (encumbered) in FY 2009-10 with funds expended in FY 2010-11.
- The beginning balance of the funds has been adjusted based on audited year-end results. This resulted in additional funds being available for street improvements.

ANALYSIS:

The amendments proposed to the CIP reflect needed changes to the budget in order to continue with needed projects while postponing projects pending other decisions.

FISCAL IMPACT:

Current year project expenditures have decreased by \$557,986. This funding will roll over to the next two fiscal years to allow for needed capital projects, including the Marsh Road Wall project and the local match for federal funds that will be allocated to Atherton.

Prepared By:

Approved:

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

John Danielson
Interim City Manager

Attachments: CIP Budget

40% PARCEL TAX

FY 2010-2011

FUND SOURCES												
Cap/Exp	Priority	Fund Number	Fund Name	201	202	203	204	210	401	402	403	
			Total	Parcel Tax	Measure A	Gas Tax (w/ Prop 42)	Vehicle Reg. Fee	Road Impact Fee	Capital Imp.	Storm Drainage	Ath. Chan. District	
			Year's Beginning Balance	3,878,172	2,712,269	69,303	145,275	0	800,000	15,387	33,706	102,232
			Year's New Income (net of operating expenses and transfers)	2,345,776	1,858,000	200,000	205,616	0	0	160	160	82,000
		401-50-46011-202	Highway Safety Improvement Program (HSIP)(Caltrans - State)	30,600						30,600		
		401-50-46009-302	Menlo Park School District (Other Local)	187,167						187,167		
		401-50-46009-303	Menlo Park Traffic Impact Fees (Other Local)	126,667						88,911		
		401-50-46010-202	Safe Routes to School (State)							14,000		
		401-50-46046-102	Regional Trails Program (RTP) (Federal)							16,000		
		401-50-46046-301	Atherton Dames (Other Local)							4,000		
		401-50-46013-202	PG&E Rebates	0					16000			
			TOTAL FUNDS AVAILABLE	6,568,381	4,570,269	269,303	350,891	0	800,000	356,064	33,866	184,232
			PROJECTS									
			Encumbered from 2009-10									
		201-50-56033-000	Fletcher-Ridgeview	1,500,000	1,500,000							
		201-50-56023-000	Master Irrigation	50,000	50,000							
		201-50-56001-000	Traffic Studies - Speed surveys, Fair Oaks	15,000	15,000							
		202-50-56009-000 & 401-50-56009-302 & 401-50-56009-303	Encinal Traffic Signal	310,987		34,909				187,167		
		401-50-56010-202	Las Lomitas Safe Routes to School	14,000						88,911		
		401-50-56046-102	Park Trail and Bridge Landscaping	20,000						14,000		
		401-50-56046-301								4,000		
			Current Year									
C	1	201-50-56037-000 & 403-50-56037-000	Upper Channel Repair Phase 2	400,000	228,046							
												171,954
E	2	403-50-56037-000	Upper Channel Repair Monitoring Phase 1 (Year 5)	10,000								10,000
C	3	201-50-56007-000	Atherton Avenue STP Project Survey	66,000	66,000							
E	4	201-50-56043-000	PD/Admin Roof Replacement	50,000	50,000							
E	5	201-50-56042-000	PD Air Conditioner Replacement	35,000	35,000							
C	6	201-50-56019-000	South Meadow Rehabilitation	80,000	80,000							
E	7	201-50-56011-000 & 401-50-56011-202	Hoover Crosswalk	35,000	4,400					30,600		
C	8	201-50-56006-000	Street Reconstruction 7 - Park/Polhemus	425,211	425,211							
E	9	201-50-56003-000 & 202-50-56003-000	Street Seal	550,000	260,907	208,202						
				817,937								
		203-50-56003-000				80,891						
E	10	203-50-56047-000 & 220-50-56047-000	Street Patch	267,937	4,357	263,580						
E	11	201-50-56012-000	Street light pole replacement	50,000	50,000							
E	12	201-50-56029-000	Street signing and striping	30,000	30,000							
E	13	201-50-56023-000	Park Topographic Survey	15,000	15,000							
C	14	201-50-56040-000	PD Kitchen Remodel	40,000	40,000							
		201-50-56018-000	Park Corporation Yard	0	125000							
		201-50-56013-000 & 401-50-56013-401	Energy Efficient Street Lights	0	44000					16000		
		201-50-56008-000	Fair Oaks Lane Traffic Calming - Further Studies	0	15000							
		201-50-56014-000	Park Trash Enclosure	0	60000							
		201-50-56016-000	Park Storage at Main House	0	100000							
		201-50-56041-000	Drainage Construction Mulberry (E4), Walsh @ Belbrook	0	115000							
		201-50-56034-000	Drainage Projects	0	150000							
			CIP Related Fees									
E		202-50-54025-000	Congestion Relief (C/CAG) Fee	24,845		24,845						
E		203-50-54026-000	C/CAG Gas Tax Fee	3,920			3,920					
E		203-50-52001-000	State Controller Street Report Preparation Fee	2,500			2,500					
E		403-50-52001-000	State Controller Drainage District Report Prep. Fee	2,278								2,278
E		201-50-54010-000	Parcel Tax Roll Preparation Fee	1,500	1,500							
E		202-50-52001-000	Annual Financial Audit (Measure A)	1,347		1,347						

E		SWPPP for corporation yards	33,866							33,866	
E		Allocated Engineering Costs - CIP Support	200,329	200,329							
		TOTAL FUNDING USE	4,234,720	3,055,750	269,303	350,891	0	0	340,678	33,866	184,232
		201-50-58001-000 Transfer to General Fund	888,463	888,463							
		201-50-54012-000 Disaster Preparedness Committee Expense	20,000	20,000							
		FUND YEAR END BALANCES	1,425,198	606,056	0	0	0	800,000	15,386	0	0



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: APPROVE A CONTRACT CHANGE ORDER FOR GALLAGHER
AND BURK, INC. FOR THE FLETCHER DRIVE/RIDGEVIEW
DRIVE PAVEMENT AND DRAINAGE IMPROVEMENT
PROJECT NUMBER 56033 IN THE AMOUNT OF \$305,108.**

RECOMMENDATION:

Approve a Contract Change Order for Gallagher and Burk, Inc. for the Fletcher Drive/Ridgeview Drive Pavement and Drainage Improvement Project, project number 56033 in the amount of **\$305,108.**

INTRODUCTION:

Fletcher Drive/Ridgeview Drive Pavement and Drainage Improvement Project began on Monday August 2, 2010. While working on Ridgeview Drive, the contractor encountered unanticipated field conditions. During the layout phase prior to construction, the contractor encountered unmarked utilities and marked utilities that were not in the location shown on the plans (although utility locations were obtained by the consultant during design). These utilities conflicted with the location of the proposed storm drain.

The contractor attempted to shift the storm drain system to miss the utilities, but was unsuccessful. The utilities' location did not allow the storm drain system to be shifted left or right, but required excavating to additional depth to allow the new system to bypass underneath the existing utilities. Staff authorized the work to be completed on time and materials, an industry standard. The solution was successful for the portion completed to date. The contractor has completed the entire storm drain system installation on Ridgeview Drive and Fletcher Drive and it operated successfully throughout the winter.

Due to the installation of the storm drain system taking additional time, the roadway and concrete valley gutter work was delayed until the Spring 2011 to protect the residence from driving in slick roadway conditions.

ANALYSIS:

Field Change Orders

1.	Pothole additional utilities not shown on Plans	=	\$7,860.45
2.	Relocate Storm Drain System due to Utility conflicts	=	\$253,289.55
3.	Utility conflicts with Concrete Detention System	=	\$88,892.86
4.	Winterization of Project	=	\$20,065.61
5.	Less unused portion of CCO #1	=	(\$65,000.00)
TOTAL COST OF FIELD CHANGE ORDERS		=	\$305,108.47

These costs are based on regular unit prices and industry standard time and materials costs. The costs of repair of these unforeseen conditions exceed the contingency of the contract. Staff recommends that the contract amount and authorization be increased by the amount of the change order, leaving the contingency intact to handle minor items for the remainder of the project.

ALTERNATIVES:

To date the contract has expended \$908,508.47, less than the contract amount. The change order is needed to complete the street reconstruction portion of the project. Due to the original condition of the street, as well as the construction of this project, the street is in need of reconstruction. See pictures attached. The alternative to completing this project would be to pay the contractor his contracted profit and cancel the remainder of the project.

FISCAL IMPACT:

Current authorization for Fletcher Drive/Ridgeview Drive Pavement and Drainage Improvement Project with a ten percent contingency is \$1,154,560.50. An increase due to change orders in the amount of \$305,108.47 bringing the new total for Fletcher Drive/Ridgeview Drive Pavement and Drainage Improvement Project to \$1,459,668.97, which is within the Street Reconstruction budget for FY 2010-11 of \$1,500,000.00.

Prepared By:

Approved:

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

John Danielson
Interim City Manager



04/05/2011



04/05/2011



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: APPROVE AN AGREEMENT FOR ARCHITECTURAL SERVICES
WITH GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.
FOR CONCEPTUAL DESIGN SERVICES FOR THE ATHERTON
LIBRARY PROJECT, IN AN AMOUNT NOT TO EXCEED \$147,050 PLUS
A TEN PERCENT CONTINGENCY OF \$15,000, FOR A TOTAL
AUTHORIZATION OF \$162,050 AND AUTHORIZE A BUDGET
AMENDMENT TO ADD \$162,050 TO THE LIBRARY BUDGET FOR FY
2010-2011**

RECOMMENDATION:

Accept the proposal and authorize the City Manager to sign an Agreement for Architectural Services with Group 4 Architecture Research + Planning, Inc. to provide conceptual design services for the Atherton Library Project in an amount not exceed \$147,050, plus a 10% contingency, for a total authorization of \$162,050 and authorize a budget amendment to add \$162,050 to the library budget for FY 2010-2011.

BACKGROUND:

The Request for Proposals for Phase 1 of the new Atherton Library was issued on December 16, 2010, with proposals due on January 24, 2011. The Atherton Library Building Selection Committee was approved by Council at the January 19, 2011 meeting. The selection committee recommended Group 4 be selected, and the City Council approved the selection at the February 2011 meeting.

ANALYSIS:

The Atherton Library Building Steering Committee (ALBSC) reviewed the scope of work and fee proposal from Group 4, made significant changes to reduce the scope and the fee.

FISCAL IMPACT:

Library funds are available for this project, although not budgeted for this fiscal year. This action includes authorizing a budget amendment in the amount of \$162,050 in FY 2010-11 to cover this agreement. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$147,050. A 10% contingency of \$15,000 would bring the total authorization to \$162,050, which is also the recommended budget amendment.

Prepared By:

Approved:

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

John Danielson
Interim City Manager

Attachments: Architectural Services Agreement with Exhibits



Atherton Library Building Draft Schedule

Draft Schedule

approximate duration - dates to be determined

weeks 1-2	weeks 3-4	weeks 5-6	weeks 7-8	weeks 9-10	weeks 11-12	weeks 13-14
NTP- week of April 20, 2011 Project Initiation ALBSC 1- April 29, 2011 Schedule, workplan, communications plan Review of existing information Project Goals						
Programming						
ALBSC 1 Focus groups confirmation	ALBSC 2- May 13, 2011 Needs assessment confirmation/clarification Library Technical Meeting - tbd Focus Groups - tbd	ALBSC 3 - May 27, 2011 Building program - review and comment	ALBSC 4- June 10, 2011 Building program			
Site Analysis & Building Concepts						
ALBSC 2 Preliminary site information, site identification, preliminary site programs and site evaluation criteria Preliminary site programs and site evaluation criteria	ALBSC 3 Site Analysis Technical Meetings-tbd Town Arborist Environmental Consultant, Fire District	ALBSC 4 Design Charrette Building program Diagrams Site diagram options Building and site design values Preview community meeting agenda	ALBSC 5- July 1, 2011 Identify refinement strategies, Preliminary design concepts, Review community meeting input Community Meeting 1- June 25, 2011	ALBSC 6- July 15, 2011 Design Charrette Site and building program Design concepts Technical Meetings- tbd Environmental Consultant	ALBSC 7- August 15, 2011 Review site building program and design concept refinements, Preview Jt. Council/Parks Commission  City Council-August 20, 2011 Jt. Session with Parks Commission	

Legend:
 ALBSC =
 Atherton Library Building
 Steering Committee



EXHIBIT A

SCOPE OF WORK TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF ATHERTON AND GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC. FOR LIBRARY BUILDING PROJECT

1.0 GENERAL

1.1 The Town of Atherton (Town) and the San Mateo County Library JPA (Library) wish to build a new library that will better serve its community of current and future users. This scope of work entails providing planning, Library Building Programming, Site Analysis, Site Selection, Site Design, Cost Modeling and Participation services for the Atherton library building Project (Project) by Group 4 Architecture, Research + Planning, Inc. and their subconsultants (Consultant). The Project generally includes planning, programming, site analysis, site selection, site design, cost modeling, and participation services for the Project.

1.2 The Project includes development of a building program for a new Library for the Town that will be located at one of two sites. The two sites include the existing library site on Dinkelspiel Station Lane in Atherton and a site at Holbrook Palmer Park. Site concepts for both sites are to be analyzed and developed as part of this phase. The site concept plans will be used in the planning and environmental review process, and at a community charrette. The purpose of this phase of the Project is to complete: the Library Building Program; the site selection and approval process; identify the overall concept of the new library; define the Project cost model; and effectively engage the community. The work completed in this phase of the Project will provide the basis for subsequent phases of the Project.

Task 1 Project Initiation

Task 2 Building Programming

Task 3 Site Analysis and Building Concepts

Task 4 Participation

1.3 KEY PERSONNEL

Key personnel assigned to work on this project are:

- Project Manager: Dawn Merkes, AIA, LEEDAP, Principal
- Project Designer: David Schnee, AIA, LEEDAP, Principal

1.4 PROPOSED SUB-CONSULTANTS

Page and Moris: Library Consultant

RHAA: Landscape Architects

Davis Langdon: Cost Estimators

Garavaglia Associates: Historical

BKF: Civil Engineering

2.0 SCOPE OF BASIC SERVICES

2.1 PROJECT MANAGEMENT (PM)

2.1.1 Consultant will provide Project Management for Tasks 1, 2 & 3, including:

- Prepare/Present Work Plan for each Task
- Attend meetings, including preparation of agenda and minutes
- Conduct sub consultant coordination and progress meetings, or conference calls
- Prepare updated schedules

- Prepare budget summaries

2.1.2 For conciseness, the specific Project Management elements listed above will not be repeated in each Task description. There is no separate PM task; however, PM will be exercised in each of the main tasks and subtasks and the cost are included within the tasks.

2.1.3 Group 4 will coordinate the number of copies for each of the deliverables per each task with the Town and Library.

2.2 Task 1 – Project Initiation

Consultant will review project information provided by the Town and Library. Consultant will conduct Atherton Library Building Steering Committee (ALBSC) Meeting #1 to review the project schedule, communications and participation plan, and existing information and establish project focus group meetings. This meeting will also include a discussion of project goals and objectives and brainstorming for site locations within the identified sites for alternative locations. Project protocols and communication paths will be established. The ALBSC meetings should be attended by City Staff, Library Staff, committee members and other representatives from other stakeholders groups.

Assumptions (Project Initiation):

1. The Town and Library will furnish any available drawings, reports, and existing site and building documentation.
2. The Town and Library will make staff available for meetings as appropriate.

Meetings (Project Initiation):

1. Project Kick Off- Atherton Library Building Steering Committee (ALBSC) #1

Deliverables (Project Initiation):

1. Project Schedule, Participation & Work Plan
2. ALBSC Meeting Minutes.

2.3 Task 2 – Building Programming

Consultant and its Library consultant shall review prior planning documents and tour the existing Library and other selected Libraries in the bay area. Further research will be completed and questions identified in preparation for conducting focus groups and staff interviews. Confirmation of information contained in the Needs Assessment, such as - space allocations and SMCL Service Model will be done and focus groups and staff interviews completed. Goals, visions and priorities of the ALBSC will be discussed and documented at Meeting #1. Based on the information collected, observations and further research, a draft statement of space needs will be developed and presented to the Town, the Library and the ALBSC for review at Meeting #3.

Based of feedback and review comments received on the draft statement of space needs a detailed space template will be prepared and submitted for review. Review comments will be integrated into the space template which will then be developed into a draft building program- the building program shall include a project summary community description, needs assessment update, general design considerations, space descriptions, spatial adjacencies, tables of shelving, seating, and technology needs. The draft building program will be presented at the ALBSC meeting #3,

Based of feedback and review comments received on the draft Building Program the final Building Program will be completed and submitted for review by the ALBSC, the Town and the Library. The final Building Program will be presented at a joint City Council/ Parks Commission meeting.

Assumptions (Building Programming):

1. The Town and Library will make staff available for meetings as appropriate.
2. The Town and Library will make staff available for the site reconnaissance or technical meetings to discuss and disclose needs, existing building deficiencies and goals as appropriate.
3. For the purpose of developing the Building Programming, the design team will rely on the information contained in the Atherton Library Needs Assessment.

Meetings (Building Programming):

1. ALBSC Meetings: #1, 3, 5 & 7
2. Focus Groups: Up to 4 meetings
3. Technical Meetings: as required to review existing spaces and discuss needs and operations.

Deliverables (Building Programming):

1. Draft Statement of Space Needs
2. Draft and Final Building Program

2.4 Task 3 – Site Analysis and Design Concepts

Two possible sites have been identified as a possible location for the new Library 1) the existing library site on Dinskelspiel Station Lane in Atherton and 2) a site at Holbrook-Palmer Park. Site analysis and site concepts will be developed for both sites. Careful consideration of context, existing conditions, and adjacent uses in addition to the following items will be included in the site analysis for the two sites:

- Existing Land use
- Zoning Requirements
- Flood elevation
- Stormwater Management Requirements
- Utilities (using available information)
- Local Geology and Seismicity (using available information)
- Site Description & context
- Groundwater investigation (using available existing information)
- Site access- pedestrian, bicycle, vehicular, fire,
- Environmental opportunities and constraints- sun, wind, existing physical conditions

The Library Building Program will be synthesized with the site analysis to develop conceptual site design alternatives. The site concept plans developed for the two aforementioned sites will be used for the planning and environmental review process and for review with the community at the community charrette. These site concepts will be based on the draft Building Program developed in Task 2 and will demonstrate the distinguishing characteristics of the two sites and will be used in facilitating the analysis and selection of the recommended site. Specific exhibits that will be prepared for the sites include:

- Site Opportunities and constraints composite diagrams.
- Site concept diagrams developed from the draft Library Building Program information to include conceptual bubble diagrams (plans and sections) that analyze operational efficiencies/challenges, interior/exterior program opportunities, massing and environmental strategies.
- Preliminary project budgets- with anticipated soft, hard and FF&E cost for the project. The costs parameters and basis of design will be discussed with the Town, Library and ALBSC and will be reflected in the cost model as appropriate. Draft cost models will be developed and provided for review and input with the submittal of the draft site concept drawings. Refinements and revisions made to draft concept drawings will be incorporated in the cost models.

- Design values- developed for each of the sites by soliciting input on values and goals for the sites these values will be used as guidelines for the design team for development of the conceptual site options and building concepts.

The analysis and evaluation of the two sites will be based on the information prepared, presented and evaluated for the Project by the Town, Library, ALBSC and the community. The feedback and review comments on the preferred site will be incorporated in to the final recommendation for the site and the site concept.

A summary report of the Site Analysis and Design Concepts will be prepared and submitted to the Town, Library and the ALBSC.

Assumptions (Site Analysis and Design Concepts):

1. The Town will provide technical information for the two sites which will include site surveys, existing conditions information and other relevant information that will assist in the development of the sites analysis for the two sites.
2. The Town and Library will make staff available for meetings as appropriate.
3. The Town and Library will provide feedback and input into the Conceptual Site Design Options.

Meetings (Site Analysis and Design Concepts):

1. Meetings: ALBSC Meetings #2,3,4,5, & 6
2. Technical Meetings as required.

Deliverables (Site Analysis and Design Concepts):

1. Conceptual Site Design Exhibits (analysis, plans, , diagrams, sketches and sections)
2. Project Budgets
3. Design Values
4. Draft, and final Summary Site Analysis and Design Concepts Report

2.5 Task 4 Participation

Participation includes project meetings beyond what is identified in the aforementioned task and includes Community meetings and a joint City Council/Parks Commission Meeting. Additional Steering Committee meetings or other community, commission or Council meetings may also be included in this Task if directed by the Town. Consultant will prepare and organize all project meeting agendas, exhibits, facilitation tools, presentations and documentation for use at the meetings.

Assumptions (Participation):

1. The Town will schedule and provide the venue for the meetings to be conducted at
2. The Town and Library will make staff available for meetings as appropriate.

Meetings (Participation):

1. Meetings: Community Charrette #1, Joint City Council/Parks Commission Meeting
2. Others as directed

Deliverables (Participation):

1. Preparation of meeting agenda, exhibits and minutes.
2. Copies of digital files.

3.0 ADDITIONAL SERVICES

- 3.1 If approved by the City Project Manager in advance and in writing, additional services may include but are not limited to: additional meetings, study scenarios, additional subconsultants or cost estimates.
- 3.2 Other design services excluded from this phase:
- 3.2.1 Environmental and permitting services beyond what is described in the basic services.
 - 3.2.2 Geotechnical services beyond review of existing information.
 - 3.2.3 Conceptual Building Design, Schematic Design, Design Development, Construction Documents, Bidding and Award, Construction Administration, Project Close Out and Record Document services.
 - 3.2.4 Interior design, furniture selection, equipment selection, signage design, public art and or other specialized design or technical services.
 - 3.2.5 Analyses of other sites or buildings.
 - 3.2.6 Scale models.
 - 3.2.7 Making revisions in drawings, specifications or other documents when such revisions are:
 - Inconsistent with approvals or instructions previously given by the Town, including revisions made necessary by adjustments in the program or Project budget, except as required under 2.0 Basic Services.
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
 - Due to changes required as a result of the Town failure to render decisions in a timely manner.
 - 3.2.8 Providing services required due to significant Project scope changes, including, but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction.
 - 3.2.9 Services of other Consultants other than those listed in 2.0 Basic Services.

4.0 SCHEDULE

Table 1 presents the estimated duration and milestones for the Project, including key milestone dates for the tasks presented in Exhibit A. The schedule was developed in coordination with the Town and is closely integrated with the participation plan and may need to be adjusted to reflect actual schedule dates of the steering committee and the community charrette once they are determined.

TABLE 1: PROJECT SCHEDULE –

Task 1 – Project Initiation	<i>(Concurrent w/ Task 2).</i>
Task 2 – Building Programming	2 Months
Task 3 – Site Analysis & Design Concepts	3 Months total <i>(1 ½ months is concurrent with Task 2).</i>
Task 4 – Participation Community Charrette Joint City Council/Park Commission	<i>Concurrent w/ Task 2 & 3.</i>
<i>Total</i>	<i>3 ½ Months</i>

EXHIBIT B

COMPENSATION FOR SERVICES

1.0 COMPENSATION FOR BASIC SERVICES

1.1 The Town agrees to compensate Architect for professional services performed in accordance with the terms and conditions of the Agreement. The maximum amount of compensation to be paid to Architect for professional Basic Services and Reimbursable Expenses shall not exceed \$162,050.

Comment [d1]: Duncan- see Additional Service Allowance- we did not discuss this but most of our contracts do include a 10% contingency- not sure if this is what you want or not?

1.2 Compensation for the Basic Services described in Exhibit A, Task 1, 2, & 3 and included in 1.1 above shall be a lump sum of One Hundred Nineteen Thousand Eight Hundred Fifty Dollars (\$119,850). Payments to the Architect for these Basic Services shall be made monthly by the Town in proportion to the services rendered and shall not exceed the following amounts per project phase.

Task 1 – Project Initiation	\$16,320
Task 2 – Programming	\$32,180
Task 3 – Site Analysis & Design	\$71,350
Total Compensation for Phase 1, 2, & 3	
Basic Services	\$119,850

1.3 Compensation for the Basic Services described in Exhibit A, Task 4 and included in 1.1 above shall be on a per meeting basis according to the Meeting Rate Schedule below and shall not exceed a sum of Seventeen Thousand Three Hundred Dollars (\$17,300) unless approved by the Town. Payments to the Architect for these Basic Services shall be made monthly by the Town according to the number and type of meeting:

Task 4 – Participation Allowance	\$17,300
<u>Cost per Meeting</u>	
Community Meeting	\$5,000 + \$1,000 per subconsultant
City Council	\$3,000 + \$1,000 per subconsultant

2.0 COMPENSATION FOR ADDITIONAL SERVICES

2.1 The Town shall compensate the Architect for Additional Services approved in accordance with the terms and conditions of the Agreement in addition to Compensation for Basic Services at the amounts and rates below.

2.2 For the Additional Services described in Exhibit A, Section 3, compensation shall be computed on an hourly basis in proportion to services rendered at the hourly rates below, or at the per meeting rates below. These hourly and meeting rates will be adjusted annually; the next adjustment will be 01 January 2012.

<u>Group 4 Hourly Rates:</u>	
Consulting Principal	\$250.00
Principal-in-Charge	\$195.00
Principal	\$175.00
Associate	\$150.00
Project Manager	\$140.00
Professional I	\$135.00
Professional II	\$125.00
Professional III	\$115.00
Technical I	\$120.00



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE
ORDERS IN THE AMOUNT OF \$11,097.09 FOR A TOTAL PROJECT
COST OF \$401,010.12 FOR THE STREET RECONSTRUCTION PHASE 7
PROJECT NUMBER 56006**

RECOMMENDATION

Pass a motion accepting work, authorizing recording of a notice of completion and approving contract change orders in the amount of \$11,097.09 for a total project cost of \$401,010.12 for the Street Reconstruction Phase 7 Project Number 56006.

INTRODUCTION

The Council awarded a contract in July 2010 to Jos. J. Albanese, Inc. for \$352,975.25, with a \$35,297.53 construction contingency, for a total authorized amount of \$388,272.78. In January of 2011 an additional \$36,937.78 was approved for contaminated soil found at the jobsite, increasing the authorized amount to \$425,210.56. Work under the contract has been completed.

ANALYSIS

The current authorization for this project is 425,210.56. There were 4 field directive change orders totaling \$50,662.78 and quantity decreases of \$3,174.80 bringing the total contract to \$401,010.12. The contract changes were as follows:

- | | |
|-----------------------|--------------|
| 1. Original Contract | \$352,975.25 |
| 2. Quantity Decreases | - \$3,174.80 |

3. Change Order No. 1 – Removal of damaged impervious AC along 221 Park Lane and replace with drain rocks	\$8,561.00
4. Change Order No. 2 – Removal contaminated soil to Kirby Canyon Landfill (Previously approved at the January 2011 Council Meeting)	\$ 36,937.78
5. Change Order No. 3 – Remove existing CMP and install catch basins and re-establish landscape at 213 Park Lane	\$ 5,710.89
	\$
	TOTAL \$401,010.12

FISCAL IMPACT

Funding for this project in the amount of \$900,000 is included in the FY 2010-11 budget. The final cost of this segment of work is \$401,010.12, 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

John Danielson
Interim City Manager

Attachment: Notice 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 7 PROJECT
PROJECT NO. 56006
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 20TH day of April 2011 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Jos. J. Albanese, Inc. on the 9TH day of August, 2010, said contract being executed on the 18TH day of August, 2010.

That said work and improvements were accepted as completed on the 20TH day of April, 2011 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 20TH day of April, 2011, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Travelers Casualty and Surety Company of America, 100 California Street, Suite 300, San Francisco, CA 94111.

That said work and improvements consisted of roadway improvements as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 19TH day of May, 2010.

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

ATTEST: _____
Deputy City Clerk

Date

Date

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

Atherton, CA
(Date and Place)

(Signature)

**TOWN OF ATHERTON
CERTIFICATE OF COMPLETION**

PROJECT NAME: STREET RECONSTRUCTION PHASE 7 PROJECT
PROJECT NUMBER: 56006
LOCATION: Park Lane (between Elena Avenue to Camino Al Lago) and
Alejandra Avenue at El Camino Real

NOTICE IS HEREBY GIVEN:

1. That on 20TH day of April, 2011, the Public Works project known as STREET RECONSTRUCTION PHASE 7 PROJECT Project Number 56006 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:
Jos. J. Albanese, Inc.
986 Walsh Avenue
Santa Clara, CA 95050
4. That the name and address of the Contractor's surety is:
Travelers Casualty and Surety Company of America
100 California Street
Suite 300
San Francisco, CA 94111
5. That the project is described as:
Roadway Improvements, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 19TH day of May, 2010.

BY:

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

Date

ATTEST:

Theresa Della Santa
Deputy City Clerk

Date



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: AWARD OF CONTRACT FOR THE 2011 SPRING PATCHING
PROJECT NUMBER 56050.**

RECOMMENDATION:

Pass a motion to award the contract for 2011 Spring Patching Project, project number 56050 to G. Bortolotto & Company, the low bidder on the April 6, 2011 bids, for \$96,390.00, with a 10% construction contingency of \$9,639.00, for a total authorization of \$106,029.00; and to authorize the City Manager to sign the contract on behalf of the Town.

INTRODUCTION:

Grind and replace approximately 17,000 square feet of asphalt to a six-inch depth to remediate local pavement failures. This work to include all necessary traffic control and will involve grinding, sweeping, tack coating, replacing asphalt to appropriate depth in an appropriate number of lifts and finish rolling per town of Atherton Standard specifications and special provisions.

ANALYSIS:

10 bids were received for the 2011 Spring Patching Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
G. Bortolotto & Co.	San Carlos, CA	\$96,390.00
Wattis Construction	San Jose, CA	\$108,800.00
Silicon Valley Paving	San Jose, CA	\$110,330.00
CF Archibald Paving	Redwood City, CA	\$110,500.00
Galedrige Construction	Alviso, CA	\$114,750.00

Half Moon Bay G&P	HMB, CA	\$123,250.00
O'Grady Paving	Mountain View, CA	\$127,500.00
Pavex Construction	San Jose, CA	\$133,450.00
Valley Slurry Seal Co.	Sacramento, CA	\$136,000.00

FISCAL IMPACT:

Parcel Tax funds in the amount of \$110,000 are budgeted for this project in FY 2010-11. Bids were received for the project on April 6, 2011. G. Bortolotto & Company was the low bidder at \$96,390.00. This bid was 3.6% below the engineer's estimate prepared by staff, the designer of the project, of \$100,000.00. A 10% construction contingency of \$9,639.00 would bring the total authorization to \$106,029.00, which is \$3,971 (1%) below the FY 2010-11 budget.

Prepared By:

Approved:

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

John Danielson
Interim City Manager

PROCLAMATION

OF THE CITY COUNCIL OF THE TOWN OF ATHERTON

ARBOR DAY – MARCH 7, 2011

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the Nation and the world; and

WHEREAS, the purpose of the designation of this day is to encourage the planting of shade and forest trees to protect our forests, as well as their wildlife; and

WHEREAS, trees can reduce the erosion of our most precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our Town increase property values and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, as Mayor of the Town of Atherton, I do hereby proclaim March 7, 2011 as Arbor Day in the Town of Atherton, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 20th day of April 2011.

James Dobbie, Mayor
Town of Atherton



Town of Atherton

STAFF REPORT

TO: CITY COUNCIL

FROM: JOHN DANIELSON, INTERIM CITY MANAGER

DATE: APRIL 1, 2011

SUBJECT: MENLO SCHOOL COMMERCIAL BUILDING PLAN REVIEW

RECOMMENDATION:

Authorize the payment of \$15,938.10 from the collected plan review fees of \$24,520.16. Further authorize plan review services for this project.

DISCUSSION

The Atherton Building Department has routinely outsourced commercial structures for plan review. This practice is based on the intricacy of commercial plan review and all of the additional requirements required by both Federal and State Laws and regulations. In January, 2011 plans were submitted for four, temporary classroom buildings. In February, 2011 plans were submitted for a Creative Arts, Classroom Building. Both plans were sent to CSG Consultants for plan review.

. The assignment of these projects to CSG Consultants is confirmed with e-mail between Pauline Souza, representing Sacred Heart School and Mike Wassmann dated July 22, 2010.

Buildings were sent to CSG Consultants for review:

- BP 11-00059 – 150 Valparaiso Ave; Temporary Classroom Buildings
- BP 11-00094 – 150 Valparaiso Ave; Creative Arts / Classroom Building

The fees paid by the school for the plan review and the charges for plan review services charged by CSG Consultants is as follows:

Permit Number	City Fee Collected	CSG Fee For Services
BP 11-00059 –Temp Classrooms	\$791.54	\$514.50
BP 11-00094 –Creative Arts Bldg.	\$23,728.62	\$15,423.60

<u>TOTAL COLLECTED</u>	<u>\$24,520.16</u>	
<u>TOTAL CHARGED BY CSG CONSULTANTS</u>		<u>\$15,423.10</u>



1700 South Amphlett Blvd.
Suite 300
San Mateo, CA 94402



INVOICE

Nadine Levin
City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Date: 03/02/2011
Invoice No: B110038
Period: 02/01/2011 - 02/28/2011
FED ID 91-2053749

Billing Type: Building Plan Review Services
Account #:

CSG #:	City PC #:	Job Address	Description	City Fee	CSG Fee
310258		150 Valparaiso	Temporary housing/relocatables each 800 sqft classrooms - "Sacred Heart School"	\$791.54	\$514.50
310268	BP11-00094	50 Valparaiso Ave	Construction of (N) Menlo School Creative Arts Classroom Building	\$23,728.62	\$15,423.60

Total Amount of This Invoice:

\$15,938.10

Please remit payment to: CSG Consultants, Inc.
1700 S. Amphlett Blvd. 3rd Floor, San Mateo, CA 94402

FINANCE DEPT.

Amount to Pay \$15,938.10

Dept. Mgr. Signature [Signature]

Account Number 101-00-47021-025

Date Approved _____

Date Rec'd in Finance Dept. _____

Departmental Services

Requisition

Requisition No: 0000080
 Description: CSG Plan Review
 Department: 25
 User: KROBERTS
 Date: 12/08/2010



Commodity Product Code	Item	Description	Account	Quantity	Units	Price	Amount
		150 Val S.C. / CSG Plan Review	101-25-52012-025	0.0000		44,686.9800	44,686.98
						Total:	44,686.98

Permit Number, Type and Subtype

BP11-00094 Find Go To Recent

CREATIVE ARTS / CLASSROOM BUILDING

Step by Permit No

<< < > >>

Type COMMERCIAL
SubType MENLO SCHOOL

Name and Address Information

Site Address 50 VALPARAISO AVE ATHERTON
Owner MENLO SCHOOL
Applicant VANCE BROWNE BUILDERS
Parcel Number 070-360-070

(a) Parent Project and (b) Parent Permit

(a) CUP10-00007 Find Go
(b) Find Go

Show Sub-Permits

FINANCIAL INFORMATION

Job Value \$13,909,700.00
Fees \$82,321.97
Fees Paid \$23,728.62

Valuation Details
Fee Details
Fee Payment Details

Permit Dates

Applied 02/11/2011 DM
Approved N/A
Issued N/A
Finalized N/A
Expiration N/A
Time Limit N/A
Status UNDER REVIEW

More Info (5) Site Info
Contacts (3) Chronology (4)
Description Plan Reviews (1)
Imaging Link Inspections
Internet Link
Print CLOSE

Permit Number, Type and Subtype

BP11-00059 Find Go To Recent

TEMPORARY CLASSROOM BUILDINGS

Step by Permit_no

<< < > >>

Type SubType

COMMERCIAL SACRED HEART

Name and Address Information

Site Address 150 VALPARAISO AVE ATHERTON

Owner SACRED HEART SCHOOLS

Applicant WRNS STUDIO

Parcel Number 070-390-010 Restr

(a) Parent Project and (b) Parent Permit

(a) CUP10-00010 Find Go

(b) Find Go

Show Sub-Permits

FINANCIAL INFORMATION

Job Value	\$140,000.00	Valuation Details
Fees	\$2,044.69	Fee Details
Fees Paid	\$2,044.69	Fee Payment Details

Permit Dates

Applied 01/31/2011 DM

Approved N/A

Issued N/A

Finald N/A

Expiration N/A

Time Limit N/A

Status

UNDER REVIEW

More Info (5)	Site Info
Contacts (3)	Chronology (4)
Description	Plan Reviews (1)
Imaging Link	Inspections
	Internet Link

Print

CLOSE



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN H. DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: APPROVE SANDIS, HMH AND MARK THOMAS FOR ON-CALL
SURVEYING SERVICES AND APPROVE A PROFESSIONAL
SERVICES AGREEMENT WITH SANDIS FOR SURVEYING SERVICES
FOR THE HOLBROOK-PALMER PARK SURVEY.**

RECOMMENDATION:

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Sandis to provide surveying services for the Holbrook-Palmer Park Survey in an amount not exceed \$29,000, plus a 10% contingency, for a total authorization of \$31,900.00.

BACKGROUND:

An existing survey currently used in the Park is over 17 years old. With many projects completed over the years and the potential library being built in the park, which will require a survey, the Park is in need of an updated survey plan for future master plan projects.

Staff developed a Request For Proposals (RFP) to solicit proposals for on-call surveying in February 2011. Nine firms responded to the RFP, six firms were shortlisted for review by the selection committee and three firms are recommended as follows:

1. Sandis
2. HMH
3. Mark Thomas & Company

ANALYSIS:

Sandis has an extensive background specializing in land surveying and engineering. Staff reviewed the proposal presented by Sandis for this year's work and determined it was reasonable.

FISCAL IMPACT:

Funds in the amount of \$35,000 in Parcel Tax funds are budgeted for this project in FY 2010-11. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$29,000. A 10% contingency of \$2,900 would bring the total authorization to \$31,900, which is within the approved budget.

The cost of the survey would be a 50-50 split between the Library Fund and the Parcel Tax Fund, or \$14,500 each, or \$15,950 total authorization with contingency. San Mateo County Library staff has approved this expenditure from the Library fund, with the concurrence of the Atherton Library Building Steering Committee.

Prepared By:

Approved:

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

John H. Danielson
Interim City Manager

Attachments: Professional Services Agreement with Exhibits

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, ____ by and between the TOWN OF ATHERTON ("Town") and SANDIS ("Consultant").

RECITALS

WHEREAS, Town desires to obtain PROFESSIONAL LAND SURVEYING services in connection with HOLBROOK-PALMER PARK SURVEY;

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his/her designee shall represent Town for all purposes under this Agreement. The City Manager or designee is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant shall assign LAURA CABRAL, PLS, ASSOCIATE PRINCIPAL/SURVEY MANAGER to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than MAY 2, 2011 and must be completed not later than JULY 29, 2011. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed TWENTY-NINE THOUSAND Dollars (\$29,000.00) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly statements for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization by the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings, weekends, or on recognized holidays. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or any other form of absence.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if

any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town, unless required to do so by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D.

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

10. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its

officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

12. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits that accrue to Town employees, and Consultant hereby expressly waives any claim it may have to any such rights. Further, Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

15. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this

insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respect to work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

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

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all Services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered by Consultant bear to the total Services otherwise required to be performed for such total fee; provided, however, that Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials shall become the permanent property of Town. Consultant, however, shall not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

18. Suspension. Town shall have the authority to suspend this Agreement and the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

25. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

28. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

29. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

A. Exhibit A: Scope of Work

- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by Town.

33. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

34. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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

TOWN OF ATHERTON

**CONSULTANT
(CORPORATIONS REQUIRE (2)
SIGNATURES**

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
City Attorney

Date:

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work

[to be inserted]

EXHIBIT B

Schedule of Performance

[to be inserted]

EXHIBIT C
Compensation
[to be inserted]

EXHIBIT D

Consultants, Specialists, or Experts

[to be inserted]



EXHIBIT A Scope of Work

April 11, 2011
Promo No. 211450

David Huynh
Town of Atherton
91 Ashfield Road
Atherton, CA 94027
Ph: 650/ 752-0555

**RE: HOLLBROOK PALMER PARK
150 WATKINS AVENUE, ATHERTON, CA**

Dear David,

Thank you for giving us the opportunity to submit our proposal to provide Surveying Services on the above referenced project. Our proposal is based on your RFP dated February 25, 2011.

We propose to provide the following scope of services:

BOUNDARY AND TOPOGRAPHIC SURVEY

- ◆ We propose to provide a Boundary and Topographic Survey at a scale of 1" = 20' in accordance with the instructions outlined in the RFP. As outlined in the RFP this survey will show the location of existing trees, structures, walkways, fences, adjacent roadways, and utility information within the project areas. The location of utility vaults, manholes, catch basins and invert information of Storm and Sanitary Sewers will be shown based upon a field survey. The location of underground utility lines such as gas, water, electric, and any on-site utilities will be shown based upon available agency records. Mechanical detection of existing utilities is specifically excluded.

Contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Spot elevations will be shown to an accuracy of 0.1 (one tenth) of a foot. Finish floor elevations will be shown to an accuracy of 0.01' (one hundredth) of a foot.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT B

Schedule of Performance

This survey will be prepared in AutoCAD Version 2009 and will be completed within 5 to 6 weeks from written notice to proceed.

Promo No. 211450
David Huynh
Town of Atherton
Hollbrook Palmer Park
April 11, 2011



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT C Compensation

Subconsultant		\$6,700
2 Person Survey Crew	80 hrs @ \$200/hr	\$16,000
Survey Manager	4 hrs @ \$50/hr	\$600
Project Surveyor Level II	50 hrs @ \$95/hr	<u>\$5,700</u>
		\$29,000

Promo No. 211450
David Huynh
Town of Atherton
Hollbrook Palmer Park
April 11, 2011



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT D

Consultants, Specialists or Experts

Aerial Photomapping Services will be employed to provide the Base Aerial Survey

Promo No. 211450
David Huynh
Town of Atherton
Hollbrook Palmer Park
April 11, 2011

PROCLAMATION

Of the Town of Atherton City Council
Declaring

**WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL
AWARENESS WEEK OF APRIL 26, 2011 THROUGH APRIL 30, 2011**

WHEREAS, the Town of Atherton recognizes that West Nile Virus is a mosquito-borne disease that can result in death or severe debilitation for humans, horses, birds and wildlife; and

WHEREAS, in 2010, West Nile virus resulted in five deaths in California residents and sickened over 100 others; and

WHEREAS, adequately funded mosquito and vector control, disease surveillance, and public awareness programs are the best ways to prevent outbreaks of West Nile virus and other diseases borne by mosquitoes and other vectors; and

WHEREAS, mosquitoes continue to be a source of illness, death, and human suffering; and

WHEREAS, professional mosquito control based on scientific research has made great advances in reducing mosquitoes and the diseases they transmit; and

WHEREAS, the San Mateo County Mosquito and Vector Control District works with other public health agencies to reduce pesticide risks to humans, animals, and the environment while protecting human health; and

WHEREAS, the West Nile Virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of West Nile virus and of the importance of integrated management in controlling mosquitoes and other vectors in San Mateo County.

THEREFORE BE IT RESOLVED, the Town of Atherton has designated the week of April 24^h through April 30, 2011, as West Nile virus and Mosquito and Vector control Awareness week in the State of California.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 20st day of April, 2011.

Jim Dobbie, MAYOR
Town of Atherton



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA N. DELLASANTA, DEPUTY CITY CLERK

DATE: CITY COUNCIL MEETING OF APRIL 20, 2011

SUBJECT: RESOLUTION TO REJECT CLAIM OF MICRO LITHOGRAPHY, INC.

RECOMMENDATION

Adopt Resolution 11-10 denying the claim filed by Micro Lithography, Inc. for damages.

BACKGROUND

The Town received a claim presented by MLI for damages to a Penske truck they rented which collided with low hanging branches on Tuscaloosa Avenue. The truck collided with a low-hanging branch in front of one property on Tuscaloosa Avenue before colliding with a second branch in front of another property on Tuscaloosa Avenue. The claimed amount is \$4,761.50.

The Atherton Police Department investigated the incident and determined the truck did not violate the height limits set forth under California Vehicle Code Section 35250. The factors that caused the collision were low-hanging branches of trees in the right of way in front of the two properties on Tuscaloosa Avenue. The Atherton resident handbook indicates the residents/owners of the properties were responsible for maintaining the trees on AND adjacent to their property.

FISCAL IMPACT

No fiscal impact.

Attachment: Resolution 11-10 rejecting the claim of Micro Lithography, Inc.

RESOLUTION 11-10

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REJECTING THE CLAIM OF
Micro Lithography, Inc.**

[Re: claim for damages to a Penske truck they rented which collided with low hanging branches on Tuscaloosa Avenue.]

BE IT RESOLVED by the City Council of the Town of Atherton that the March 16, 2011 claim filed by Micro Lithography, Inc. is hereby rejected.

DULY AND REGULARLY ADOPTED this 20th day of April, 2011.

TOWN OF ATHERTON

Jim Dobbie, Mayor

ATTEST

Theresa N. DellaSanta, Deputy City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA N. DELLASANTA, DEPUTY CITY CLERK

DATE: CITY COUNCIL MEETING OF APRIL 20, 2011

SUBJECT: RESOLUTION TO REJECT CLAIM OF JOHN P. JOHNS

RECOMMENDATION

Adopt Resolution 11-11 denying the claim filed by John P. Johns for damages.

BACKGROUND

The Town received a claim from John P. Johns dated January 11, 2011.

Johns was previously employed by the Town as its Finance Director until October, 2007. In 2010, Johns entered into an agreement with the Town to settle a claim against the Town related to his claim for violation of his due process rights in 2007. Subsequently, Johns applied for the position of Interim City Manager after the departure of the Town's City Manager and Assistant City Manager. The Town received 52 applications for the position of Interim City Manager. Johns was not selected as the Town's Interim City Manager.

Johns claims the Town has engaged in bad faith, fraud, breach of contract, intentional infliction of emotional distress, retaliation and has interfered with his ability to earn a living in the future. As a result he has calculated his loss of income at \$1,200,000.00.

The Memorandum of Coverage (MOC) the Town has with ABAG determines that Johns' claims fall within the definitions of Personal Injury and Public Officials Errors and Omissions and triggers those coverages under the MOC. (Attached as Exhibit A)

Johns' claims are excluded from the coverage under the ABAG PLAN program because the claim hinges on the Town's rejection of his application for employment. Further, there are no allegations of

fact or assertions of law upon which to base a claim for damages caused by anything other than the Town's elimination of John's employment application.

FISCAL IMPACT

No fiscal impact.

Attachment: 1. *Section of ABAG Memorandum of Coverage – Section IV.Q -Personal Injury and Public Officials Errors and Omissions Coverage

2. Resolution 11-11 rejecting the claim of John P. Johns

*A complete copy of the Memorandum of Coverage with ABAG is available in the City Clerk's office.

RESOLUTION 11-11

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REJECTING THE CLAIM OF
John P. Johns**

[Re: claim for damages for bad faith, fraud, breach of contract, intentional infliction of emotional distress, retaliation and interference with ability to earn a living in the future.]

BE IT RESOLVED by the City Council of the Town of Atherton that the January 11, 2011 claim filed by John P. Johns is hereby rejected.

DULY AND REGULARLY ADOPTED this 20th day of April, 2011.

TOWN OF ATHERTON

Jim Dobbie, Mayor

ATTEST

Theresa N. DellaSanta, Deputy City Clerk

- c. Property (including vehicles and facilities) owned by the **Entity** and used by such person or organization, or
 - d. Property (including vehicles and facilities) owned by such person or organization and used by the **Entity**.
- B. None of the above shall constitute a **Covered Party** with respect to any claim or suit brought by or on behalf of any **Entity**.

SECTION III - COVERAGES

Subject to the terms and conditions of this **Memorandum**, **ABAG** agrees to pay on behalf of the **Covered Party**, and this **Memorandum** applies only to, **Damages** that the **Covered Party** becomes legally obligated to pay because of

- A. **Bodily Injury**,
- B. **Property Damage**,
- C. **Personal Injury**,
- D. **Public Officials Errors and Omissions Injury**, or
- E. **Employee Benefit Plan Administration Liability**

caused by an **Occurrence**, and which are not excluded.

If the **Covered Party** has **Insurance** which affords coverage for any **Bodily Injury**, **Property Damage**, **Personal Injury**, **Public Officials Errors and Omissions Injury** or **Employee Benefit Plan Administration Liability** covered by this **Memorandum**, this **Memorandum** shall only apply in excess of any amounts payable under such **Insurance**.

The amount that **ABAG** will pay is limited as described under SECTION V - LIMIT OF COVERAGE.

SECTION IV - EXCLUSIONS

This **Memorandum** does not apply to **Damages**:

- A. For **Bodily Injury, Property Damage, Personal Injury, Public Officials Errors and Omissions Injury, or Employee Benefit Plan Administration Liability** which is either expected or intended from the standpoint of a **Covered Party**; but this exclusion does not apply to **Bodily Injury** resulting from assault and battery committed by, at the direction of, or with the consent of the Entity, for the purpose of protecting persons or property from injury or death.
- B. Arising out of the actual, alleged, or threatened, exposure to, or discharge, dispersal, seepage, migration, release or escape of, **Pollutants**:
1. At or from any premises, site, or location which is or was at any time owned or occupied by, or loaned, rented, or leased to, any **Covered Party**;
 2. At or from any premises, site, or location which is or was at any time used for the handling, storage, disposal, processing, or treatment of waste;
 3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Covered Party** or any person or organization for whom a **Covered Party** may be legally responsible; or
 4. At or from any premises, site, or location on which any **Covered Party** or any contractor or subcontractor working directly or indirectly on any **Covered Party's** behalf is performing operations.
- C. Arising out of the ownership, management, governance, use, or operation of any hospital or airport.
- D. Arising out of medical professional services performed by or on behalf of a **Covered Party**; but this exclusion does not apply to such services performed by emergency medical technicians, paramedics and other similar classes of personnel.
- E. Arising out of any partial or complete structural failure of any **Dam**.
- F. Arising out of any hazardous properties of **Nuclear Material**.

G. For **Property Damage Injury, Personal Injury or Public Officials Errors and Omissions Injury** arising out of:

1. the existence, anticipated exercise or actual exercise of the powers of eminent domain (by whatever name called), or
2. any condemnation proceedings, or
3. any circumstances that give rise to (or could give rise to) or result in (or could result in) an inverse condemnation claim, such circumstances shall include but are not limited to:
 - a. Any action or inaction affecting the use of, or rights or entitlements in, any real property or improvements to real property;
 - b. Any action or inaction on any data collecting, analysis, study, finding, policy, ordinance, statute, code, law, regulation or program that directly or indirectly affects the use of, or rights or entitlements in, any real property or improvements to real property; and
 - c. Any announcement or publication concerning the circumstances described in subparts a and b.

provided that such circumstances shall not include:

- i. Any circumstances that directly or indirectly cause physical injury to tangible property; or
- ii. the reverse flow of sewage, water and/or other contents through a sanitary sewer system and out of an inlet of such a system; or
- iii. the circumstances described under section IV.I.

H. For **Personal Injury or Public Officials Errors and Omissions Injury** arising out of any one of, or any combination of, the following:

1. Adverse possession, or
2. Nuisance, or
3. Trespass, or
4. Violation of a right of substantive or procedural due process, or

5. Violation of a right of equal protection; or
6. Violation of a civil right, or
7. Unlawful discrimination, or
8. Negligence.

This exclusion applies only where the claim or suit seeks Damages arising out of one or more of the matters excluded in Exclusion G above.

I. For an inverse condemnation claim arising solely out of the non-negligent operation of any public improvement, however acquired; provided, that such circumstances shall not include the reverse flow of sewage, water and/or other contents through a sanitary sewer system and out of an inlet of such a system.

J. For any one of, or any combination of, the following:

1. Adverse possession, or
2. Nuisance, or
3. Trespass, or
4. Violation of a right of substantive or procedural due process, or
5. Violation of a right of equal protection; or
6. Violation of a civil right, or
7. Unlawful discrimination, or
8. Dangerous condition of public property.

This exclusion applies only where the claim or suit seeks Damages arising out of one or more of the matters excluded in Exclusion I above.

K. For **Public Officials Errors and Omissions Injury** arising out of noncompliance with, or violation of, any statute, regulation, rule, Executive Order, circular, audit or recordkeeping standard, permit, license, administrative ruling, or the like. This exclusion applies regardless of the

means taken ,or available, to compel compliance and also applies regardless of the means taken, or available to, enforce a remedy for the noncompliance or violation.

- L. Arising out of a **Covered Party's** ownership, operation, use, maintenance, or entrustment to others of any **Aircraft** or **Watercraft**
- M. Arising out of any transit authority, transit system or public transportation system owned or operated by a **Covered Party**; but this exclusion does not apply to any transit system operating over non-fixed routes, including dial-a-ride, senior citizen transportation or handicapped transportation.
- N. Arising out of the failure to supply or provide an adequate supply of gas, water or electricity.
- O. Arising out of any obligation to pay compensation or benefits (or other monetary sums) under workers' compensation, disability benefits or unemployment compensation law or any similar law.
- P. For **Bodily Injury, Property Damage, Personal Injury, or Public Officials Errors and Omissions Injury** to:
 - 1. An employee, volunteer, elected or appointed official of a **Covered Party** arising out of and in the course of:
 - a. Employment by a **Covered Party**; or
 - b. Performing duties related to the conduct of a **Covered Party's** activities;

or

 - 2. The spouse or partner, child, parent, brother, sister or other relative of that employee, volunteer, elected or appointed official, as a consequence of paragraph (1) above.

This exclusion applies:

- a. Whether the **Covered Party** may be liable as an employer or in any other capacity; and

- b. To any obligation to share payment with, or repay someone else who must pay, any amount because of the injury.

Q. Arising out of any:

- 1. Refusal to employ, elect, or appoint any person, or to allow any person to participate as a volunteer
- 2. Termination of any person's employment or volunteer participation, or termination of any person's position as an elected or appointed official
- 3. Practice, policy, act or omission which is in any way related (whether logically or causally) to employment, to serving as an elected or appointed official, or to serving as a volunteer, all including but not limited to any of the following: coercion, demotion, promotion, evaluation, reassignment, discipline, defamation, violation of civil rights, harassment, humiliation or discrimination.

This exclusion applies:

- a. Whether the **Covered Party** may be liable as an employer or in any other capacity; and
- b. To any obligation to share payment with, or repay someone else who must pay, any amount because of the injury.

R. For claims by any **Covered Party**. This exclusion shall not apply to claims for **Employee Benefits Administration Liability**.

S. For **Property Damage** to:

- 1. Property owned by the **Entity**;
- 2. Property rented to or leased to the **Entity**; or
- 3. **Aircraft** or **Watercraft** in a **Covered Party's** care, custody or control.

T. Arising out of the willful violation of a penal statute or penal ordinance:

- 1. Committed by a **Covered Party**; or

2. Committed with the knowledge or consent of a **Covered Party**.
- U. **Public Officials Errors and Omissions Injury** arising out of the imposition, collection, refund, or refusal to refund, of taxes, fees or assessments.
- V. **Public Officials Errors and Omissions Injury** arising out of:
1. Any **Covered Party** obtaining remuneration or financial gain to which the **Covered Party** was not legally entitled, or
 2. Any **Covered Party's** liability for any other **Covered Party** obtaining remuneration or financial gain to which such **Covered Party** was not legally entitled.
- W. **Public Officials Errors and Omissions Injury** arising out of any bidding or contracting process if such **Public Officials Errors and Omissions Injury** is due to:
1. Estimates of probable costs or cost estimates being exceeded,
 2. Preparation of bid specifications or plans, including architectural plans, or
 3. Failure to award any contract in accordance with any statute or ordinance.
- X. **Public Officials Errors and Omissions Injury** arising out of any failure to perform or breach of a contractual obligation.
- Y. Arising out of the purchase, sale, offer of sale, solicitation, depreciation, or decline in price or value, of any security, debt, bank deposit or financial interest or instrument. This exclusion shall not apply to economic loss suffered by a governmental entity other than a **Covered Party**, as a result of **Public Officials Errors and Omissions Injury** to which this **Memorandum** applies, arising out of financial investment services undertaken by an **Entity** for compensation on behalf of that governmental entity.

SECTION V - DEFENSE AND SETTLEMENT

- A. **Defense Of Claims Or Suits.**



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: AWARD OF CONTRACT FOR THE POLICE DEPARTMENT
HVAC PROJECT NUMBER 56042.**

RECOMMENDATION:

Pass a motion to award the contract for Police Department HVAC Project, project number 56042 to Alex Kushner, General Contractors, the low bidder on the April 13, 2011 bids, for \$27,985.00, with a 10% construction contingency of \$2798.50, for a total authorization of \$30,783.50; and to authorize the City Manager to sign the contract on behalf of the Town.

INTRODUCTION:

The Police department currently runs ½ of its buildings HVAC system off an old (possibly original) HVAC system that has currently developed some fatal defects. Namely, the system, which runs off a boiler, has a heat exchanger tucked up in a tight section of the attic space has developed leaks that required the entire exchanger to be removed (via a large hole in the roof). Staff recommends replacing the dual system with a “package” unit and placing it in the hole from where the heat exchanger was removed.

The job entails removal of the current split HVAC system (boiler/condenser) above police department squad room, furnish and install a new 4-ton rooftop unit tying it into current ductwork where possible. This price to be inclusive of demolition, electrical work, structural plans, roofing, all related carpentry needs.

ANALYSIS:

2 bids were received for the Police Department HVAC Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
Alex Kushner General Contractor	San Francisco	\$27,985.00
Rodan Builders	Burlingame	\$74,480.00

FISCAL IMPACT:

Parcel tax funds in the amount of \$35,000 are budgeted for this in FY 2010-11. Bids were received for the project on April 13, 2011. Alex Kushner General Contractor was the low bidder at \$27,985.00. This bid was 11.2% below the engineer's estimate prepared by staff, the designer of the project, of \$31,500.00. A 10% construction contingency of \$2,798.50 would bring the total authorization to \$30,783.50, which is \$4216.50 (12%) below the FY 2010-11 budget.

Prepared By:

Approved:

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

John Danielson
Interim City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN DANIELSON, INTERIM CITY MANAGER.

DATE: FOR THE MEETING OF APRIL 20, 2011

SUBJECT: FORM AN AD-HOC COMMITTEE TO HELP DEVELOP AND IMPROVE COMMUNICATIONS AND WORK ON REVIEW OF RATES AND CONTRACTS WITH THE REFUSE AND RECYCLING AGREEMENT BETWEEN THE TOWN AND RECOLOGY

RECOMMENDATION:

Form an ad-hoc committee of two Council Members to be designated to act as liaisons to help develop and improve communications and work on review of rates and contracts with the refuse and recycling agreement between the Town and Recology.

BACKGROUND:

Atherton had increased its refuse and recycling rates in 2002, and most recently, increased rates in 2010. Subsequently, staff sent out a notice, as required under Proposition 218, proposing increases to the existing residential and commercial customer rates for the collection of solid waste and recyclable materials in the Town of Atherton.

On February 16, 2011, the Atherton City Council considered adoption of refuse and recycling collection rates for 2011, which ultimately led to re-notice of the refuse and recycling collection rates based on discussion at the March 16, 2011 Council meeting.

Staff continues to conduct extensive research on the retracing process, and reviewing reports related to the costs of Recology's service. There are several inconsistencies that staff is reviewing in order to define in the rate variance costs and the Town continues to fall about \$50,000 behind every month that rates are not set.

Staff recommends that Council form an ad-hoc committee to work together with staff to help develop and improve communications and work on review of rates and contracts with the refuse and recycling agreement between the Town and Recology.

FISCAL IMPACT:

There is no fiscal impact.

Dennis Lockard

Subject: FW: Updated Schedule - 297 Polhemus Ave Residence

From: Shawn Massihpour [mailto:shawnmass1@gmail.com]
Sent: Tuesday, April 12, 2011 3:34 PM
To: Dennis Lockard
Cc: Shawn Massihpour
Subject: Re: Updated Schedule - 297 Polhemus Ave Residence

Good Afternoon Mr. Dennis Lockard,

Here is the construction progress status report as you requested,

Item completed since March 15, 2011:

- 1- Exterior Architectural Trims and Columns.
- 2-Exterior concrete walkway around the building.
- 3-Fire sprinkler rough insulation completed and approved by Menlo Fire district.
- 4-Insulation for walls and roofs completed and certification issued.
- 5-Interior doors installed.
- 6-Interior drywall 85% completed and in progress (completion date is April 29th)
- 7-Interior hardwood floor 15% completed and in progress.
- 8- 5 out of 8 bathrooms tile works is completed.

Please let me know if you have more questions.

Best Regards,
Shawn Massihpour



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
CITY MANAGER**

FROM: DENNIS LOCKARD, INTERIM BUILDING OFFICIAL

DATE: FOR THE MEETING OF APRIL 20, 2011

**SUBJECT: PROGRESS REPORT ON CONSTRUCTION, 297 POLHEMUS,
ATHERTON**

RECOMMENDATION

Receive and file the report

REPORT

At the City Council meeting of January 19, 2011 the City Council granted a delay in the collection of the required deposit of \$30,000 and levy of fines for a construction project that has been underway for over 36 months in violation of 15.40.180 of the Atherton Municipal Code. On January 26, 2011 the property owner was notified of the extension and the conditions of the actions by the City Council. That letter is attached. Part of the City Council's action included a requirement for the property owner to provide a list of tasks needed to complete the project and a timeline for those tasks that will complete the project on or before June 30, 2011. That updated timeline has been provided and is attached for review.

On April 12, 2011 I visited the site and found substantial progress toward completion of the project. That progress includes:

- Rough piping for the fire sprinkler system has been inspected and approved by the Menlo Park Fire Protection District.
- Insulation of the exterior walls has been completed
- All interior door frames have been installed
- Drywall installation is in progress with approximately 15 workers on the site at the time of inspection.
- Driveway material (crushed rock) has been delivered to the site and installation has begun.
- Landscape planting is underway

Below are some pictures of the site and work in progress:



Driveway material at property entrance



Front of Main Residence



Main Entrance



Main Corridor



Main Corridor



Kitchen

CONCLUSION

Staff recommends that the City Council continues the actions of January 16, 2011

FISCAL IMPACT

None

Prepared by:

Approved by:

Dennis Lockard
Interim Building Official

John P. Danielson
Interim City Manager

Attachments:

Progress Report by Property Owner 4-12-2011

Dennis Lockard

Subject: FW: Updated Schedule - 297 Polhemus Ave Residence

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Best Regards,
Shawn Massihpour