



**AMENDED AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL DRAINAGE**  
**DISTRICT**  
**February 16, 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 LEGAL COUNSEL – ANTICIPATED LITIGATION (Subsection (b) of Government Code Section 54956.9) (1 Case)**
  
- B.     CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Pacific Peninsula Group v. Town of Atherton**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**6:45 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)



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**February 16, 2011**  
**7:00 p.m.**  
**Holbrook Palmer Park Pavilion**  
150 Watkins Avenue  
Atherton, California  
**REGULAR MEETING**

**PLEASE NOTE:**

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

- 7:00 P.M.    1.    **PLEDGE OF ALLEGIANCE**
- 7:02 P.M.    2.    **ROLL CALL**      Lewis, Dobbie, Widmer, McKeithen, Carlson
- 7:03 P.M.    3.    **PRESENTATIONS**    - None
- 7:04 P.M.    4.    **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:20 P.M.    5.    **REPORT OUT OF CLOSED SESSION**  
  
February 16, 2011
- 7:25 P.M.    6.    **CITY MANAGER'S REPORT**
- 7:35P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed by Resolution No. 99-6)
- 7:35 P.M.    **CONSENT CALENDAR** (Items 8-19)  
  
*(Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)*
8.    **APPROVAL OF JANUARY 19 REGULAR 2011 MEETING MINUTES**  
**Recommendation:** Approve January 19, 2011 regular meeting minutes

- 9. APPROVAL OF BILLS AND CLAIMS FOR JANUARY 2011 IN THE AMOUNT OF \$1,016,134**  
**Recommendation:** Approve Bills and Claims in the amount of \$1,016,134
- 10. FINANCIAL REPORT FOR THE SEVEN MONTHS ENDED JANUARY 31, 2011**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Receive the General Fund Financial Report for the seven months ended January 31, 2011
- 11. RESOLUTION AUTHORIZING ESCHEAT OF UNCLAIMED BUILDING AND PUBLIC WORKS DEPOSITS TO THE GENERAL FUND**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Adopt Resolution 11-02 approving the escheating of \$30,618.91 of unclaimed building deposits and \$45,036.00 of unclaimed public works deposits to the General Fund
- 12. ACCEPTANCE OF FISCAL YEAR 2009-2010 SINGLE AUDIT REPORT**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Accept FY 2009-2010 Single Audit Report.
- 13. ADOPT A RESOLUTION APPROVING A “NO PARKING ANYTIME” ZONE ON THE SOUTH SIDE OF JAMES AVENUE FROM THE MIDDLEFIELD ROAD GATE TO 100 FEET EAST OF THE GATE AND PAINT THE CURB RED**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Adopt Resolution 11-03 approving a “No Parking Anytime” zone on the south side of James Avenue from the Middlefield Road gate to 100 feet east of the gate, including painting the existing curb red
- 14. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION FOR THE 09-10 ATHERTON CAPE SEAL PROJECT NUMBER 09-001**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Accept work and authorize recording of a notice of completion for the Atherton Cape Seal Project Number 09-001
- 15. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. 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 Mark Thomas & Company to provide surveying services for the Holbrook-Palmer Park Survey in an amount not exceed \$29,965, plus a 10% contingency, for a total authorization of \$32,961.50

**16. APPROVE GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC. AS THE ARCHITECT FOR THE NEW ATHERTON LIBRARY CONCEPT PHASE**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Approve the selection of Group 4 Architecture Research + Planning, Inc. as the Architect for the concept phase of the new Atherton Library

**17. PROGRESS REPORT ON CONSTRUCTION AT 297 POLHEMUS, ATHERTON**

**Report:** Building Official Dennis Lockard

**Recommendation:** Authorize the continued extension of the deadline for the collection of deposits and charging of fines for subject property, receive and file this report

**18. APPROVE CONTINUATION OF CODE ENFORCEMENT SERVICES THROUGH AN AMENDMENT UNTIL A DECISION IS MADE FOR A PERMANENT ARRANGEMENT**

**Report:** Interim City Manager John Danielson

**Recommendation:** Approve the continuation of the provision of code enforcement services through a contractual amendment to the current Code Enforcement services agreement with CSG, INC. until a decision is made on the permanent arrangement

**19. APPROVE A BUDGET AMENDMENT FOR CONTRACT PLAN REVIEW IN AN AMOUNT NOT TO EXCEED \$79,000 AND WAIVE REQUIREMENTS OF CHAPTER 3.16 (PURCHASING SYSTEM) OF THE ATHERTON MUNICIPAL CODE TO AUTHORIZE PAYMENT OF AN AMOUNT NOT TO EXCEED \$51,350 TO CSG CONSULTANTS FOR PLAN REVIEW AND INSPECTION SERVICES FOR THE MENLO SCHOOL PROJECT**

**Report:** Interim City Manager John Danielson

**Recommendation:** Approve a budget amendment for contract plan review in an amount not to exceed \$79,000 and waive the requirements of Chapter 3.16 (Purchasing System) of the Atherton Municipal Code to authorize payment of an amount not to exceed \$51,350 to CSG Consultants for plan review and inspection services for the Menlo School project, on a one-time basis

**8:00 P.M. PUBLIC HEARINGS (20)**

**20. INTRODUCTION OF AN ORDINANCE TO ADOPT REFUSE AND RECYCLING COLLECTION RATES**

**Report:** Interim City Manager John Danielson

**Recommendation:** Hold a public hearing, determine whether a majority protest has been received, and if there is no majority protest, and introduce the attached Ordinance increasing refuse and recycling rates. A two-thirds vote is required (i.e.; four affirmative votes).

**REGULAR AGENDA (Items 21-24)**

*(The public may address Council on any subject listed on the Regular Agenda. Each speaker may address Council once for a limit of three minutes.)*

- 8:45 P.M. 21. **APPROVE AN AGREEMENT TO CONDUCT AN ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY STUDY FOR PUBLIC WORKS, BUILDING, ADMINISTRATION, AND OTHER RELATED FUNCTIONS**  
**Report:** City Manager John Danielson  
**Recommendation:** Approve an agreement to conduct an organizational effectiveness and efficiency study for Public Works, Building, Administration and other related functions, and authorize the City Manager to sign the contract on behalf of the Town
- 9:00 P.M. 22. **APPROVE AN AGREEMENT TO CONDUCT AN ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY STUDY FOR POLICE SERVICES AND THE COMMUNICATIONS CENTER AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE TOWN**  
**Report:** City Manager John Danielson  
**Recommendation:** Approve an agreement to conduct an organizational effectiveness and efficiency study for police services and the communications center, and authorize the City Manager to sign the contract on behalf of the Town
- 9:15 P.M. 23. **APPROVE RECOMMENDATION FROM AD-HOC LEGAL COUNSEL COMMITTEE AND LEGAL COUNSEL SELECTION COMMITTEE TO ESTABLISH A CHARTER FOR THE LEGAL COUNSEL SELECTION COMMITTEE AND DEVELOP A PROCESS FOR SELECTING A CITY ATTORNEY**  
**Report:** Interim City Manager John H. Danielson  
**Recommendation:** Approve recommendation from ad-hoc legal counsel committee and legal counsel selection committee to establish a charter for the legal counsel selection committee and for developing a process for selecting a City Attorney
- 9:30 PM. 24. **ADOPTION OF A RESOLUTION APPROVING THE MID-YEAR BUDGET ADJUSTMENTS FOR FY 2010-11**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Adopt Resolution 11-04 Approving the Mid-Year Budget Adjustments for FY 2010-11
- 10:05 P.M. 25. **COUNCIL REPORTS**
- 10:10 P.M. 26. **FUTURE AGENDA ITEMS**
- 10:20 P.M. 27. **PUBLIC COMMENTS**
- 10:30 P.M. 28. **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](http://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 FEBRUARY 16, 2011**

**SUBJECT: CITY MANAGER WRITTEN REPORT**

#### **ADMINISTRATION:**

The City Clerks Department has received approximately 15 public records requests since the last Council meeting which does not include almost daily correspondence to engage in additional review. One of the requests in particular required an unprecedented amount of staff and attorney hours in searching, collecting and reviewing records to determine whether the records would be disclosable under the Public Records Act.

#### **BUILDING DEPARTMENT:**

##### **JANUARY PERMIT ACTIVITY**

###### **January 2010**

- Permit applications received: 51
- Number of permits issued: 41
- Number of inspections: 323

###### **January 2011**

- Permit applications received: 62
- Number of permits issued: 71
- Number of inspections: 561

##### **FISCAL YEAR PERMIT ACTIVITY**

###### **July 2009 – January 2010**

- Permit applications received: 498

- Number of permits issued: 496
- Number of inspections: 2,722

**July 2010 – January 2011**

- Permit applications received: 539
- Number of permits issued: 539
- Number of inspections: 4,191

FY10 REVENUE

**July 2009 – January 2010**

- Permit Fees: \$355,281.65
- Plan Check Fees: \$197,986.82
- Total Revenue: \$553,268.47

FY11 REVENUE

**July 2010 – January 2011**

- Permit Fees: \$453,509.05
- Plan Check Fees: \$267,878.15
- Total Revenue: \$721,387.20

**FINANCE DEPARTMENT:**

Finance Department worked with the Town's investment advisor Cutwater Management to make an annual presentation to a joint session of the City Council and Finance Committee on January 13, 2011. At the meeting, the Council and Committee asked questions and provide directions to the advisor and staff in the future management of the Town's investment.

The Town expended over \$500,000 in Federal awards for Atherton Ave reconstruction and HP Park trail and bridge. A Single Audit for FY 2009-10 was conducted by external auditor Maze & Associates to comply with the Single Audit Act.

Finance Director continues to work with CalPERS and labor attorney to draft retiree health care resolutions to reflect changes in the new labor contracts for City Council approval in their March 2011 meeting.

Finance Director joined the CSMFO conference call discussion on the impact of State proposed budget to cities.

Finance Director joined a conference call regarding Lehman Brothers bankruptcy conducted by a financial restructuring and insolvency practice firm. The firm is soliciting participants to join their effort for how the Lehman asset is to be distributed.

Finance Director met with City Manager to discuss the mid-year budget amendment and the Finance Department priorities.

## **POLICE DEPARTMENT:**

In January of 2011, there were 17 reported thefts (petty and grand). Three of those thefts occurred at Menlo Atherton High School while the remaining majority occurred from unlocked parked vehicles. There were also 3 burglaries and 3 reported Fraud cases this month, making a total of 23 theft related crimes this month. January of 2010 was also a busy time for theft related criminal activity, as there were 15 theft related crimes, four of which were window smash auto burglaries. In response to these property crimes, patrol officers provided targeted patrol in residential neighborhoods. In addition, the investigations unit analyzed the crime data and spoke to neighboring agencies to identify any patterns. They found that neighboring areas of west of El Camino in Menlo Park, Redwood City, and unincorporated areas were also targeted by the thieves.

Reserve Officer Bruce Potts and his wife Ruth orchestrated Encinal School's DARE graduation where 177 5th grade Encinal Eagles graduated from Atherton PD's 10-week DARE program. This program is taught by Officer Potts at Encinal School and St. Joseph's School with Ruth Potts. Mayor Dobbie was the keynote speaker at graduation. Selby Lane School was hit three times this month with gang graffiti. The gang graffiti, which is fairly common at both Selby Lane School and MAHS. Other than the identification of the gang, there are currently no leads in these cases.

At their January 11, 2011 meeting, the Atherton Transportation Committee directed that PD increase their level of enforcement. As a result, PD has increased the level of enforcement activity to deal with law violators. From 1/17/11 to 1/31/11, 197 citations were issued by officers. During the same time period in 2010, 114 citations were issued. This reflects an increase of 83 citations in 2011.

Officers responded to 25 ordinance violation calls this month. Those calls included but were not limited to reports of construction ordinance violators, leash law violators, noise ordinance violators (leaf blower used prior to designated time).

K-9 Lotty assisted Menlo Park PD twice, with one of those incidents resulting in the capture of a strong armed robbery suspect at the Menlo Park Safeway. The suspect was hidden on the upper shelves of the stocking room, but was apprehended by Officer DeVlugt and his partner Lotty. The suspect gave up without incident and nobody was injured.

Despite being busy fighting crime this month, the K-9's made two special visits to Los Lomas School this month. Officers DeVlugt and Metzger, along with their partners, Lotty and Rex, met with teachers and students from two different classes. The meetings allowed students to interact with both the officers and the dogs, and learn more about what APD K-9's actually do when they are at work. Word has spread quickly about the trip to the school, as we have already received requests for K-9 visits from other Atherton Schools.

## **PUBLIC WORKS PROJECT UPDATES:**

- El Camino Real Crosswalks – Caltrans has upgraded the crosswalks, including supergraphics for enhanced visibility and a yield line, for the five crosswalks in Atherton to current MUTCD standards. New warning signs at the crosswalks are on order and are expected to be installed by March 1<sup>st</sup>. Each sign installation will include either signs or paddles in the median and at the roadside, as well as new reflectors at the median ends. Town contract crews continue to trim vegetation to clear the shoulders to provide a clearer travel path for pedestrians and bicycles and will trim where needed for the new signs when they are installed.
- Status of approved traffic projects:
  - Surrey Lane “No Parking” signs have been installed
  - Atree Court “No Parking 7-9 AM and 2-4 PM” signs have been installed
  - Oak Grove “No Right Turn 7:30-9:30 and 1:30-3:30 M-F” signs are on order and are expected to be installed by February 16<sup>th</sup>
  - Atherton Avenue/Fair Oaks Lane @ El Camino Real turn lane restriping awaits dry weather, with an estimated completion mid-March. Staff will use this project as a demonstration project for pre-molded thermoplastic stripes instead of paint.
  - Acorn Way at Catalpa Drive and Greenoaks Drive three-way “Stop” signs awaits dry weather for striping, with an estimated completion mid-March.
- Fletcher/Ridgeview Drainage and Reconstruction – The sewer and water districts replacement projects are completed. Town staff continues to monitor the project during the rainy season. The street replacement phase will begin in the spring.
- Street Reconstruction 7 – clean-up of the shoulders of Park Lane is now completed. The Alejandra turn lane striping is completed.
- Hoover/Valparaiso Crosswalk –Caltrans approved the project funding for design. The consultant contract has been completed and design is underway. A meeting was held with Menlo Park engineering and the location agreed to be at the east corner of Hoover. Plans will be prepared and presented to the March Transportation Committee for recommendation and the April Council meeting for approval to advertise. Approval to advertise is also required from Caltrans once the plans and cost estimate are completed.
- High Speed Rail –No additional Technical Working Group (TWG) meetings have been scheduled to date because the federal funding is being spent in the central valley. The process for the Peninsula is being revamped, and meetings will be held in March to discuss how to proceed.
- Library – staff assisted the ALBSC to review the Proposals and interview the short-listed firms on February 9<sup>th</sup>. The Selection Committee’s recommendation will come

to Council in February, and the final negotiated agreement will come to Council in March.

- Park Corporation Yard – the Town landscape consultant has begun design of a demonstration raingarden for the new corporation yard remodel. The project will be a regulated project under the new C.3 criteria, and will also meet the Town’s own drainage criteria. The corporation yard will be remodeled to include storage and bins for processing green waste. A new entrance to the east gate will be constructed to clear the Carriage House Courtyard for a beautification project. The Master Gardeners of San Mateo County have requested permission to include a “hoop house” greenhouse structure in the corporation yard. Plans are being developed for submission for approval.

**PLANNING DEPARTMENT:**

The General Plan Committee, at its February 2, 2011 meeting reviewed the following items and provided direction to staff;

- Reviewed the draft Green Building Ordinance and provided direction to the Building Official to prepare a revised Atherton specific Green Building Ordinance utilizing measures from tier one of the state green building code.
- Continued the discussion on a Street Renaming Policy

The next General Plan Committee meeting is scheduled for May 4, 2011

The Planning Commission Chair has agreed to reschedule the February 23, 2011 Planning Commission meeting to March 3, 2011 to ensure there will be a quorum at the meeting. The following items are scheduled for review at the next Planning Commission meeting:

- Heritage Tree Removal Permit and Mitigated Negative Declaration for the removal of nineteen heritage trees at 463 Selby Lane.
- Variance to allow a reduction in the side yard setback requirements and Heritage Tree Removal Permit to allow the removal of one heritage tree.
- Heritage Tree Removal Permit to allow the removal of four heritage trees at 56 Edge Road



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**January 19, 2011**  
**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**REGULAR MEETING**

Mayor Dobbie called the meeting to order at 7:00 p.m.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL** Lewis, Dobbie, Widmer, McKeithen, Carlson
3. **PRESENTATIONS** - None
4. **PUBLIC COMMENTS**

Mario Puccinelli, Recology General Manager, briefed Council on the new roll out of garbage service. Puccinelli said that although Recology was not satisfied with the first couple of weeks of service they are seeing significant improvements in the third week of service.

John Cornuelle, Atherton resident, urged Council to support a full and complete inquiry into the reason why there is such a dramatic increase in garbage costs.

Jon Buckheit, Atherton resident, spoke in regard to health costs and benefits in Atherton. Buckheit said he is concerned that the Union is too strong and urged Council to put outsourcing options on the table now for successful negotiations.

Peter Carpenter, Atherton resident, welcomed John Danielson as the new interim City Manager. Carpenter urged Council to allow Danielson to fulfill his responsibility of overseeing the Town. Carpenter said Danielson's job performance will be dependant upon the relationship Council establishes with him.

Mayor Dobbie said Council shares Carpenter's enthusiasm for Danielson.

5. **REPORT OUT OF CLOSED SESSION**

No public comments were received.

Mayor Dobbie made a public announcement of items A & B to be taken up in closed session.

- A. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subsection (b) of Government Code Section 54956.9)  
Claim for refund of real property taxes – Dennis McDonnell**
- B. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subsection (a) of Government Code Section 54956):**

*Atherton et al v. High-Speed Rail Authority* Case No. 34-2008-80000022

*Atherton et al v. High-Speed Rail Authority* Case No. 34-2010-80000679

City Attorney Furth said, in regard to Item A, Council voted 5-0 to instruct Counsel to write to a letter to Dennis McDonnell declining his claim for refund of property taxes which are barred by the statute of limitations.

Furth reported that there was not reportable action in regard to Item B.

**6. CITY MANAGER’S REPORT**

City Manager Danielson said he expects monthly variations with Town expenditures but plans to keep a close eye on any significant irregularities. Danielson said the Police Department is running a bit ahead of their budget due to some extenuating circumstances, including the fact that nearly \$100,000 of COPS grants has not come through; they’ve had large unexpected incidents such as gubernatorial candidates which needed extra street patrol and the Bart mutual aid and San Bruno Disaster relief efforts.

**7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT - None  
CONSENT CALENDAR**

Danielson said under Item 20 that the recommendation should state “approve an ad-hoc selection committee to *recommend* selection an architect for the concept phase of the new Atherton Library.” Danielson added that under Item 22 since the Teamsters MOU was approved by Resolution, it should be amended by Resolution which has been brought forth at the meeting.

Vice Mayor Widmer removed items 11, 12 and 19.

Council Members Lewis removed item 18.

Atherton resident Jon Buckheit removed item 21.

- 8. **APPROVAL OF DECEMBER 15, 2010 REGULAR MEETING, DECEMBER 15 SPECIAL MEETING MINUTES AND DECEMBER 22, 2010 SPECIAL MEETING MINUTES**  
**Recommendation:** Approve December 15, 2010 regular meeting, December 15 special meeting and December 22 special meeting minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR DECEMBER 2010 IN THE AMOUNT OF \$1,742,937**  
**Recommendation:** Approve Bills and Claims in the amount of \$1,742,937
10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2010**  
**Recommendation:** Accept Monthly Financial Report
13. **SKIPPED INTENTIONALLY**
14. **SKIPPED INTENTIONALLY**
15. **APPROVE A CONTRACT CHANGE ORDER FOR JOS. J. ALBANESE, INC. FOR - THE STREET RECONSTRUCTION 7 PROJECT NUMBER 56006 IN THE AMOUNT OF \$36,937.78**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Approve a Contract Change Order for Jos. J. Albanese, Inc, for the Street Reconstruction Phase 7 Project, project number 56006 in the amount of \$36,937.78
16. **ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH 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 11-06 authorizing the City Manager to execute agreements with Caltrans for Federal Highway Safety Improvement Program (ARRA) Program funding for the Valparaiso Avenue at Hoover Street In-Roadway Lighted Crosswalk Project
17. **AWARD A PURCHASE ORDER TO SERRAMONTE FORD IN THE AMOUNT OF \$25,726.75 FOR THE PURCHASE OF ONE FORD F-250 PICK-UP TRUCK**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Authorize the purchase of one Ford F-250 pick-up truck from Serramonte Ford for a cost of \$25,726.75 including tax and fees
20. **APPROVE AN ARCHITECT SELECTION COMMITTEE FOR THE NEW ATHERTON LIBRARY CONCEPT PHASE**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Approve an ad-hoc selection committee to select an architect for the concept phase of the new Atherton Library
22. **AMEND THE TOWN'S FISCAL YEAR 2010-11 SALARY PLAN**  
**Report:** City Manager John Danielson  
**Recommendation:** Amend the Teamster MOU Appendix C - Salary Plan to correct the salary for the position of Parks Supervisor to reflect the salary being the same as the Public Works Supervisor.

- 23. APPROVAL OF LEASE EXTENSION WITH KNOX PLAYSCHOOL INC.**  
**Report:** Interim City Manager John Danielson  
**Recommendation:** Approve a lease extension from February 1, 2011-August 30, 2012 with Knox Playschool, Inc. for the operation of the Playschool in Holbrook-Palmer Park
- 24. CONTINUING RELATIONSHIP WITH CSG, INC. TO PROVIDE INTERIM BUILDING OFFICIAL SERVICES**  
**Report:** Interim City Manager John H. Danielson  
**Recommendation:** Approve the continuation of the provision of interim building official services through a contractual arrangement with CSG, INC. until a decision is made on the permanent arrangement for filling the vacant building official position
- 25. APPROVAL OF CITY COUNCIL COMMITTEE ASSIGNMENTS**  
**Report:** Deputy City Clerk Theresa DellaSanta  
**Recommendation:** Approve Council Committee Assignments made by Mayor Dobbie

**MOTION by McKeithen, second by Carlson to approve the consent calendar which consists of items 13, 14, 15, 16, 17, 20, 22, 23, 24, and 25. The motion passed.**

Ayes: 5      Nays: 0      Abstain: 0      Absent: 0

- 11. ADOPT A RESOLUTION AUTHORIZING ATHERTON TO BECOME A MEMBER OF A COUNTY WIDE SUB-REGION TO ADMINISTER THE REGIONAL HOUSING NEEDS ALLOCATION FOR THE 2014-2022 HOUSING ELEMENT UPDATE**  
**Report:** Town Planner Neal Martin  
**Recommendation:** Approve Resolution 11-01 authorizing the Town of Atherton to become a member of a Countywide Sub-region, an entity that would locally administer ABAG's Regional Housing Needs Allocation Process as part of the regional Sustainable Communities Strategy

Vice Mayor Widmer suggested appointing a Planning Commissioner as the representative to the Committee.

Deputy Town Planner Sanders said the sub-regional working group is comprised of staff from all the different jurisdictions who worked together to come up with the housing allocation and specifically how it would be allocated to each jurisdiction. The staff recommendations go up to the HEART Board which Council Member Lewis is an elected member of.

Vice Mayor Widmer felt that by appointing a Planning Commissioner it would save the Town money.

Sanders said there is technical expertise that is needed at the sub-regional working group meetings.

Council Member Lewis said that given all the funds that were spent on approving the housing element she believed these funds should be expended because it would be more efficient in the long run for the Town.

**MOTION by Lewis, second by Carlson to approve Resolution 11-01 authorizing the Town of Atherton to become a member of a Countywide Sub-region, an entity that would locally administer ABAG's Regional Housing Needs Allocation Process as part of the regional Sustainable Communities Strategy. The motion passed.**

Ayes: 3      Nays: 2 (Dobbie, Widmer)      Abstain: 0      Absent: 0

**12.      REQUEST FOR EXTENSION OF THE DEADLINE TO COMPLETE CONSTRUCTION AT 297 POLHEMUS, ATHERTON**

**Report:** Building Official Dennis Lockard

**Recommendation:** Grant an extension of the deadline to complete construction or provide a bond or deposit until the work is completed to June 30, 2011

Mayor Dobbie said the property has been under construction for almost three years and neighbors have been upset about it for some time. Dobbie supported imposing the fines but waiving execution of the fines for now and allowing the homeowner to submit a detailed plan on when he will have the home completed with monthly updates.

Council Member McKeithen agreed with Dobbie.

Vice Mayor Widmer said there was no documentation that justifies a request for waiver. Widmer said if the fees are waived for this property owner it should be the same for everyone. He suggested requesting an analysis of what it will take to cure with a time table then allowing Council to make a decision.

Council Member Lewis asked if the home owner was notified any earlier than January 3, 2011 of penalties. Lewis questioned whether the Building Official believes that the home owner can complete the work by the proposed June 30, 2011 date.

Lewis suggested waiving the penalty fees for now and granting the homeowner an extension of time until the March 16 Council meeting to demonstrate the progress made. Staff should be prepared to update Council.

Shawn Massihpour, 297 Polhemus Avenue homeowner, said he and his family have made every attempt possible to keep the project funded in light of the federal banking crisis. Massiphour said his family is selling their current residence at a substantially lower market value just to get funds to complete this project.

Council Member McKeithen requested a list of major items to be completed.

Vice Mayor Widmer suggested staff update Council in February with a plan on what needs to be done and how it will get done with a list of any regulations or requirements placed on homeowners today versus three years ago when this project was started.

Building Official Dennis Lockard said he recognizes that the homeowners of 297 Polhemus Avenue are very compassionate about finishing this project and felt the Town should work with them. Lockard added that the homeowners have always been on time with requesting an extension on their project. Lockard concluded that he does believe the June 30<sup>th</sup> deadline can be reached.

Council Member McKeithen was concerned that surrounding neighbors have complained about the grading and drainage issues.

Public Works Director Jones said the most recent issue surrounding neighbors had with flooding was not from the 297 Polhemus Avenue property. Jones said issues consist of which pipes go where and how many pipes are needed, and once an as-built plan is received staff will make sure it is properly inspected.

Council discussed several different ideas on timelines and status reports for the property.

City Attorney Furth said that the Building Department will need Council authorization to waive the penalties for now until a progress report is received.

**MOTION by Widmer, second by Lewis to authorize the Building Department to continue to work with the property owner at 297 Polhemus Avenue and make inspections for a period of 90 days in order to facilitate the completion of this project. During that 90 days staff will provide a detailed punch list update at the February 16, 2011 Council meeting, which will identify work that still needs to be done; and at the March 16, 2011 meeting a report which will show whether or not the project is on track. If the report does not indicate substantial progress then Council can decide to set a hearing at the succeeding meeting to consider levying fines. The motion passed.**

Ayes: 5      Nays: 0      Abstain: 0      Absent: 0

Council Member McKeithen said that in order for Council to know whether substantial progress was made they will need the Building Officials guidance which should include a time estimate on the report due in March.

**18. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$11,826.38 FOR THE PROJECT NUMBER 56009**

**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 \$11,826.38 for the Middlefield Road at Encinal Avenue Intersection Improvement Project Number 56009

Council Member Lewis noted that there was a typographical error in the recommendation because amount should include the quantity increases. The amount of change orders is \$14,947.38.

Council Member Lewis asked if the tree trimming and removal scope of work was in the original bid. Jones said tree trimming was overlooked in the design process when the traffic signal was installed.

Lewis concluded that it should be noted that the Town will be reimbursed by Menlo Park and the Menlo Park School District once the invoice is worked out between the three entities.

**MOTION by Lewis, second by Dobbie to accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$11,826.38 for the**

**Middlefield Road at Encinal Avenue Intersection Improvement Project Number 56009. The motion passed.**

Ayes: 5      Nays: 0      Abstain: 0      Absent: 0

**19. ADOPT A RESOLUTION SETTING A 10 MPH SPEED LIMIT IN ALL PUBLIC WORKS CONSTRUCTION AND MAINTENANCE ZONES**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Adopt Resolution 11-07 setting a 10 mph speed limit in all public works construction and maintenance zones

Vice Mayor Widmer said 10 mph in a maintenance zone seems slow. Public Works Director Jones said there is a very limited space with restricted areas.

Council Member McKeithen said the Town typically only has 2 way roads and there is a reason to make sure we keep the speed limits at a minimum in certain areas especially given the fact that the Town has no curbs and several schools.

**MOTION by Lewis, second by McKeithen to adopt Resolution 11-07 setting a 10 mph speed limit in all public works construction and maintenance zones. The motion passed.**

Ayes: 4      Nays: 0      Abstain: 1 (Widmer)      Absent: 0

**21. APPROVE THE ACCEPTANCE OF A PRIVATE DONATION DESIGNATED FOR THE POLICE K-9 PROGRAM**

**Report:** Police Chief Mike Guerra

**Recommendation:** Accept a private donation of \$500 made by Mr. and Mrs. Nawas to offset the FY 2010-11 budgeted cost of deploying the Atherton Police Department's two police service dogs and provide a charitable cost letter to the donor

Jon Buckheit, Atherton resident, said he believes donations should be made anonymously so there is no perception of conflicts. Buckheit added that a K-9 may seem like a good idea but they are an enormous cost to the Town because there have been instances where the K-9 unit is called to another city's emergency. He added that it is hard to keep track of the true costs of maintaining services since a donation is not a sustainable budget item. Buckheit concluded that a policy should be created that requires donations to be made on an anonymous basis only.

**MOTION by Dobbie, second by Carlson to accept a private donation of \$500 made by Mr. and Mrs. Nawas to offset the FY 2010-11 budgeted cost of deploying the Atherton Police Department's two police service dogs and provide a charitable cost letter to the donor. The motion passed.**

Ayes: 4      Nays: 0      Abstain: 1 (Lewis)      Absent: 0

**REGULAR AGENDA - None**

**26. COUNCIL REPORTS**

Nothing further to add to written reports.

**27. FUTURE AGENDA ITEMS**

**A. DEVELOP A LIST OF SERVICES PROVIDED BY THE POLICE DEPARTMENT**

**Report:** Mayor Dobbie & Vice Mayor Widmer

**Recommendation:** To Be Determined

**MOTION by McKeithen, second by Dobbie to add Item A to a subsequent Council Agenda. The motion passed.**

Ayes: 5      Nays: 0      Abstain:      1 (Lewis)      Absent:      0

**28. PUBLIC COMMENTS**

None.

**29. ADJOURN**

MOTION by Lewis, second by Dobbie to adjourn the meeting. The motion passed unanimously.

Mayor Dobbie adjourned the meeting at 8:31 p.m.

**Respectfully submitted,**

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**Theresa DellaSanta  
Deputy City Clerk**

**TOWN OF ATHERTON  
CLAIMS LIST JANUARY 2011**

	<u>Amount</u>
A/P Checks (#11508-11653)	\$ 481,585
Payroll Checks (# 160-175)	7,390
Direct Deposit - Payroll	260,800
Electronic Transfer - A/P & Payroll	266,359
JANUARY 2011 Total	1,016,134

I, John Danielson, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 160-175 (payroll), and 11508-11653 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,016,134 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 160-175 (payroll), and 11508-11653 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,016,134 are true and correct and are authorized for payment.

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James Dobbie  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

101	General Fund	\$ 736,629
105	Tennis	1,167
201	Special Parcel Tax	175,762
202	Measure A	321
210	Road Construction Impact	525
213	Library	19,736
401	GF Projects	3,960
403	Atherton Channel Drainage	3,708
616	Employee Benefits	74,326
	<b>TOTAL</b>	<b>1,016,134</b>

				<u>Check Amount</u>
<b>Check No:</b> 11508	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00013	<b>A-A-A RENTALS INC</b>			
539258	Post hole digger	12/27/2010		45.50
				<b>Check Total:</b> 45.50
<b>Check No:</b> 11509	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00014	<b>A2Z BUSINESS SYSTEMS</b>			
6057	12/17/10-3/17/11 new sharp copier maint	12/27/2010		270.00
				<b>Check Total:</b> 270.00
<b>Check No:</b> 11510	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 0734	<b>AK &amp; COMPANY</b>			
ATHER-1 of	Prep of FY 09-10 SB-90 Annual Claims	12/18/2010		1,250.00
				<b>Check Total:</b> 1,250.00
<b>Check No:</b> 11511	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00098	<b>BAY AREA EMPLOYEE RELATIONS SE</b>			
147	Remaining bal comp survey for 5 classes	12/27/2010		50.00
				<b>Check Total:</b> 50.00
<b>Check No:</b> 11512	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00151	<b>BURKE, WILLIAMS &amp; SORENSEN LLP</b>			
142491	Planning Nov 2010	12/22/2010		374.40
142491	Building Nov 2010	12/22/2010		1,900.60
142491	Dpw Nov 2010	12/22/2010		397.80
142491	Other Legal Nov 2010	12/22/2010		22,322.79
142491	Sacred Heart Nov 2010	12/22/2010		306.80
142491	Monthly Retainer Nov 2010	12/22/2010		11,000.00
				<b>Check Total:</b> 36,302.39
<b>Check No:</b> 11513	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00253	<b>CHIEF SUPPLY</b>			
375205	10 Log books for crew	12/27/2010		90.89
				<b>Check Total:</b> 90.89
<b>Check No:</b> 11514	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00289	<b>CLARK PEST CONTROL</b>			
0655600	Pest control library Dec 2010	12/01/2010		95.00
				<b>Check Total:</b> 95.00
<b>Check No:</b> 11515	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00321	<b>COMMERCIAL ENVIRONMENT LANDSCA</b>			
2993-CO1	Installation of Mow Sod change order # 1	12/27/2010		360.04
				<b>Check Total:</b> 360.04
<b>Check No:</b> 11516	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00341	<b>CONTRACT SWEEPING SERVICES</b>			
INV1000016	Contract sweeping service December 2010	12/28/2010		992.70
				<b>Check Total:</b> 992.70
<b>Check No:</b> 11517	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00389	<b>DAILY JOURNAL CORP</b>			
B1962821	Interim city manager opening	12/08/2010		2,565.43
				<b>Check Total:</b> 2,565.43
<b>Check No:</b> 11518	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00477	<b>ENGINEERING DATA SERVICE</b>			
I110101	Atherton special tax 2010/11 SM cnty tax	01/03/2011		1,499.46
				<b>Check Total:</b> 1,499.46
<b>Check No:</b> 11519	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00497	<b>FEDEX OFFICE</b>			
5105000050	Copies of the zoning code- planning dept	10/01/2010		190.52
				<b>Check Total:</b> 190.52
<b>Check No:</b> 11520	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00501	<b>FIRST CHOICE SERVICES</b>			
338834	Coffee DPW Street Maint 12/16/10	12/16/2010		26.31
				<b>Check Total:</b> 26.31
<b>Check No:</b> 11521	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00521	<b>GARCIA WELL &amp; PUMP CO</b>			
W-21425	Trouble shoot water well pump HP Park	12/15/2010		555.00
				<b>Check Total:</b> 555.00

				<u>Check Amount</u>
<b>Check No:</b> 11522	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00673	<b>INTERMOUNTAIN ELECTRIC CO</b>			
0032275	Removed sub-panel tennis court shack	12/22/2010		694.50
<b>Check Total:</b>				694.50
<b>Check No:</b> 11523	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00689	<b>IWORQ SYSTEMS, INC</b>			
3580	Iworq Internet Pavement Mgmt Jan 2011	12/17/2010		75.00
<b>Check Total:</b>				75.00
<b>Check No:</b> 11524	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00741	<b>KIMLEY-HORN &amp; ASSOC INC</b>			
4328402	Atherton traffic surveys Nov 2010	11/30/2010		2,356.00
<b>Check Total:</b>				2,356.00
<b>Check No:</b> 11525	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00797	<b>LIEBERT CASSIDY WHITMORE</b>			
Workshop J	San Mateo ERC workshop Jan 19 2011 L.Ho	01/05/2011		14.00
<b>Check Total:</b>				14.00
<b>Check No:</b> 11526	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00866	<b>MCCRACKEN, BYERS&amp; RICHARDSON L</b>			
12697	Legal services library thru Dec 31 2010	12/27/2010		15,000.00
<b>Check Total:</b>				15,000.00
<b>Check No:</b> 11527	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00877	<b>MCKINLEY ELEVATOR CORP</b>			
A039386-IN	Elevator Maintenance HP Park 12/22/10	12/27/2010		310.93
<b>Check Total:</b>				310.93
<b>Check No:</b> 11528	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 00993	<b>ORCHARD SUPPLY HARDWARE</b>			
1359/DEC 2	4" promo red poinse, Duracell	12/25/2010		24.34
1359/DEC 2	Glass door rollers for playschool	12/25/2010		19.42
1359/DEC 2	70 w HPS med base, PVC tape 3/4x60	12/25/2010		23.58
1359/DEC 2	Credit 70w high pres med base	12/25/2010		-22.93
1359/DEC 2	Flag pole light	12/25/2010		26.21
<b>Check Total:</b>				70.62
<b>Check No:</b> 11529	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 01001	<b>PACIFIC PENINSULA GROUP</b>			
718 OAK GR	Refund 718 Oak Grove P#APW10-00114	12/30/2010		2,500.00
718 OAK GR	Refund 718 Oak Grove P#APW10-00138	12/30/2010		2,500.00
<b>Check Total:</b>				5,000.00
<b>Check No:</b> 11530	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 01037	<b>PG &amp; E</b>			
8671355582	Traffic control svc 11/25/10-12/27/10	12/28/2010		40.82
9291302548	Corp office storage 11/24/10-12/24/10	12/26/2010		79.56
9531312943	93 Dinkelspiel Station 11/24/10-12/24/10	12/26/2010		172.98
3457969588	Signal ElCamino Ather 11/24/10-12/24/10	12/24/2010		48.77
<b>Check Total:</b>				342.13
<b>Check No:</b> 11531	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 01094	<b>R &amp; B COMPANY</b>			
S1242579.0	Galv Steel Pipe	12/27/2010		573.61
<b>Check Total:</b>				573.61
<b>Check No:</b> 11532	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 01334	<b>STUART M. FLASHMAN</b>			
DEC 31 201	Legal HSR Atherton 12/17/10	12/31/2010		2,282.09
<b>Check Total:</b>				2,282.09
<b>Check No:</b> 11533	<b>Check Date:</b> 01/06/2011			
<b>Vendor:</b> 01352	<b>KIMBERLY SWEIDY</b>			
93 BROADAC	Permit fee 93 Broadacres Rd P#39584	01/05/2011		811.75
93 BROADAC	Plan check 93 Broadacres Rd P#39584	01/05/2011		527.64
93 BROADAC	Road Impact 93 Broadacres Rd P#39584	01/05/2011		525.40
93 BROADAC	SMIP fee 93 Broadacres Rd P#39584	01/05/2011		7.40
<b>Check Total:</b>				1,872.19

				<u>Check Amount</u>
<b>Check No:</b>	<b>11534</b>	<b>Check Date:</b>	<b>01/06/2011</b>	
<b>Vendor:</b>	<b>01349</b>	<b>TEAMSTERS LOCAL 856 H &amp; W</b>		
	PR Batch 501 12 2010 Dental Insurance		12/01/2010	6,292.00
				<b>Check Total:</b>
				6,292.00
<b>Check No:</b>	<b>11535</b>	<b>Check Date:</b>	<b>01/06/2011</b>	
<b>Vendor:</b>	<b>01381</b>	<b>TOWNE FORD SALES</b>		
	FOCS183775 1999 Ford truck repair		11/04/2010	139.95
				<b>Check Total:</b>
				139.95
<b>Check No:</b>	<b>11536</b>	<b>Check Date:</b>	<b>01/06/2011</b>	
<b>Vendor:</b>	<b>01417</b>	<b>UNIFIRST CORPORATION</b>		
	380 040154 Mats DPW Street Maint 12/23/10		12/23/2010	63.60
	380 040050 Uniform Svc DPW street maint T.Henderson		12/16/2010	18.59
	380 040050 Uniform Svc DPW street maint E.Lopez		12/16/2010	15.47
	380 040050 Uniform Svc DPW street maint J.Andrade		12/16/2010	15.47
	380 040050 Mops DPW Street Maint 12/16/10		12/16/2010	8.85
	380 040050 Uniform Svc DPW street maint B.Butler		12/16/2010	15.47
	380 040154 Uniform Svc DPW street maint J.Andrade		12/23/2010	15.47
	380 040154 Uniform Svc DPW street maint E.Lopez		12/23/2010	15.47
	380 040154 Uniform Svc DPW street maint T.Henderson		12/23/2010	18.59
	380 040154 Uniform Svc DPW street maint B.Butler		12/23/2010	15.47
				<b>Check Total:</b>
				202.45
<b>Check No:</b>	<b>11537</b>	<b>Check Date:</b>	<b>01/06/2011</b>	
<b>Vendor:</b>	<b>01449</b>	<b>VISION SERVICE PLAN</b>		
	Dec-2010 PR Batch 501 12 2010 Vision Insurance		12/01/2010	727.59
	Dec-2010 PR Batch 501 11 2010 Vision L. Colliau		12/01/2010	27.20
				<b>Check Total:</b>
				754.79
				<b>Date Totals:</b>
				80,273.50
<b>Check No:</b>	<b>11538</b>	<b>Check Date:</b>	<b>01/07/2011</b>	
<b>Vendor:</b>	<b>01437</b>	<b>USPS</b>		
	Recology follow-up letter on garbage service		01/07/2011	360.00
				<b>Check Total:</b>
				360.00
				<b>Date Totals:</b>
				360.00
<b>Check No:</b>	<b>11539</b>	<b>Check Date:</b>	<b>01/14/2011</b>	
<b>Vendor:</b>	<b>00657</b>	<b>IMPAC. GOVERNMENT SERVICES</b>		
	5408/12-22 HP Park internet fees Dec 2010 - Comcast		01/06/2011	60.00
	5408/12-22 Pipe for 55 Redwood way drainage		01/06/2011	185.19
	4960/12-22 Background inves interim cty manager		01/06/2011	4.75
	5465/12-22 Dispatch Trak printer ink PD		12/22/2010	210.36
	5465/12-22 Construction Alarm subscription Dec 2010		12/22/2010	19.95
	5465/12-22 Memo books,coffee mate,Lysol, letter PD		12/22/2010	180.83
	9610/12-22 Meal Mgmt cours Module B 12/18/10 J.Wade		12/22/2010	20.22
	9610/12-22 Lodging Mgmt cours 12/14-12/18/10 J.Wade		12/22/2010	405.27
	9610/12-22 Meal Mgmt cours Module B 12/17/10 J.Wade		12/22/2010	9.07
	9610/12-22 Meal Mgmt cours Module B 12/16/10 J.Wade		12/22/2010	11.52
	9610/12-22 Rental car Mgmt course 12/17/10 J.Wade		12/22/2010	237.75
	9610/12-22 Gas for rental car Mgmt cour 12/16 J.Wad		12/22/2010	4.63
	9610/12-22 Meal Mgmt cours Module B 12/16/10 J.Wade		12/22/2010	30.45
	9610/12-22 Flight time chnge Mgmt 12/14/10 J.Wade		12/22/2010	72.00
	9610/12-22 Meal Mgmt cours Module B 12/15/10 J.Wade		12/22/2010	18.76
	9610/12-22 Meal Mgmt cours Module B 12/15/10 J.Wade		12/22/2010	21.22
	9610/12-22 Meal Mgmt cours Module B 12/14/10 J.Wade		12/22/2010	20.95
	4832/12-22 Vice Mayor B.Widmer print wall photo		12/22/2010	1.69
	4832/12-22 Code Enforcement citation forms		12/22/2010	497.95
	7190/12-22 CSFMO to be refunded		12/22/2010	300.00
	7190/12-22 Parking govt tax sem 12/14/10 L.Ho,J.Pan		12/22/2010	12.00
	7190/12-22 Lodging League fin seminar 12/10/10 L.Ho		12/22/2010	328.78
	0612/12-22 APCO Intl 2011 membership dues J.Mattes		12/22/2010	120.00
	7555/12-22 4GM RAM for server TOA-MAIN		12/22/2010	195.18
	7555/12-22 5x UPS batteries for failed units PD		12/22/2010	76.29

			<u>Check Amount</u>
7555/12-22	DVD drive for Sgt K.Nichols computer PD	12/22/2010	74.97
4954/12-22	Pod Rental December 2010	12/22/2010	382.38
5432/12-22	Car washes PD	12/22/2010	60.00
5432/12-22	Printer, copier, fax machine PD	12/22/2010	179.50
5432/12-22	Christmas cards PD	12/22/2010	58.27
5432/12-22	Child exploitation course 5/19/11 G.Dere	12/22/2010	345.00
5432/12-22	Adv dispatcher update 12/9/10 J.ThoSmith	12/22/2010	285.00
0596/12-22	Work cell phone charger M.Guerra	12/22/2010	9.98
5432/12-22	Monthly entersect agreement Nov 2010	12/22/2010	88.95
5408/12-22	Soil probe testing equipment	01/06/2011	98.07
5408/12-22	Rental pick-up truck 12/20/10 S.Tyler	01/06/2011	659.45
5408/12-22	Repair and maint tools chainsaws,blowers	01/06/2011	466.55
5432/12-22	Defensive tactics update 12/3/10 T.Marks	12/22/2010	210.00
5432/12-22	Monthly subscrip Nov 2010 crime reports	12/22/2010	99.00
5432/12-22	Color ink, black ink, markers PD	12/22/2010	99.83
5432/12-22	Public safety training 12/15/10 D.Metzge	12/22/2010	60.00
5432/12-22	Monthly subscrip Dec 2010 crime reports	12/22/2010	99.00
<b>Check Total:</b>			<b>6,320.76</b>
<b>Check No:</b>	<b>11540</b>	<b>Check Date:</b> 01/14/2011	
<b>Vendor:</b>	<b>00009</b>	<b>A-A LOCK &amp; ALARM INC</b>	
215001	Open two, rekey nine cylinders-CM house	12/28/2010	319.22
<b>Check Total:</b>			<b>319.22</b>
<b>Check No:</b>	<b>11541</b>	<b>Check Date:</b> 01/14/2011	
<b>Vendor:</b>	<b>00017</b>	<b>ABAG POWER PURCHASING POOL</b>	
8003374	99 Dinken Corp Off/Sto 11/24/10-12/24/10	01/01/2011	103.19
8003374	Station Lane/Town Hall 11/24/10-12/24/10	01/01/2011	72.51
8003374	Station Lane/Town Hall 11/24/10-12/24/10	01/01/2011	36.25
8003374	91 Ashfield - Admin 11/23/10-12/24/10	01/01/2011	64.93
8003374	Station Lane/Town Hall 11/24/10-12/24/10	01/01/2011	12.08
8003374	150 Watkins HP Activities 11/25-12/27/10	01/01/2011	35.87
8003374	Library/Dinkenspiel/Ln 11/24/10-12/24/10	01/01/2011	69.79
8003374	150 Watkins 11/25/10-12/27/10	01/01/2011	282.69
8003374	HP Park 160 Watkins (CM) 11/25-12/27/10	01/01/2011	9.65
8003374	91 Ashfield - PD 11/23/10-12/24/10	01/01/2011	110.55
<b>Check Total:</b>			<b>797.51</b>
<b>Check No:</b>	<b>11542</b>	<b>Check Date:</b> 01/14/2011	
<b>Vendor:</b>	<b>00025</b>	<b>ACCONTEMPS</b>	
32421769	Temp, Dean Hazel 11/21/10 - 11/23/10	12/28/2010	956.25
<b>Check Total:</b>			<b>956.25</b>
<b>Check No:</b>	<b>11543</b>	<b>Check Date:</b> 01/14/2011	
<b>Vendor:</b>	<b>00049</b>	<b>ALHAMBRA &amp; SIERRA SPRINGS</b>	
4981709121	Water police dept 11/29/10 - 12/13/10	12/15/2010	166.74
<b>Check Total:</b>			<b>166.74</b>
<b>Check No:</b>	<b>11544</b>	<b>Check Date:</b> 01/14/2011	
<b>Vendor:</b>	<b>00077</b>	<b>AT&amp;T CALNET 2</b>	
0000018433	451-6690 11/20/10 - 12/19/10	12/20/2010	66.23
0000018433	451-6691 11/20/10 - 12/19/10	12/20/2010	76.52
0000018433	281-1953 11/20/10 - 12/19/10	12/20/2010	96.92
0000019656	566-0280 11/27/10 - 12/26/10	12/27/2010	209.32
0000019656	752-8099 11/27/10 - 12/26/10	12/27/2010	385.62
0000019635	322-8691 11/25/10 - 12/24/10	12/25/2010	15.47
0000018433	271-7360 11/20/10 - 12/19/10	12/20/2010	359.19
0000018433	451-6689 11/20/10 - 12/19/10	12/20/2010	66.23
0000019656	752-0600 11/27/10 - 12/26/10	12/27/2010	111.27
0000019656	330-0686 11/27/10 - 12/26/10	12/27/2010	15.52
0000018433	252-8343 11/20/10 - 12/19/10	12/20/2010	56.53
0000018433	271-5840 11/20/10 - 12/19/10	12/20/2010	265.40
<b>Check Total:</b>			<b>1,724.22</b>
<b>Check No:</b>	<b>11545</b>	<b>Check Date:</b> 01/14/2011	
<b>Vendor:</b>	<b>00154</b>	<b>C &amp; A BUILDERS</b>	
43 LINDA V	Refund 43 Linda Vista Ave P#BP10-00569	01/10/2011	1,000.00
<b>Check Total:</b>			<b>1,000.00</b>

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<b>Check No:</b> 11546	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00169	<b>CA BUILDING STANDARDS COMMISSI</b>			
OCT- DEC 2	Bldg standard fee Oct 1 2010-Dec 31 2010	01/12/2011		1,490.00
<b>Check Total:</b>				1,490.00
<b>Check No:</b> 11547	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00205	<b>CAL WATER SERVICE</b>			
62061499/1	El Camino Real 11/25/10-12/27/10	01/03/2011		54.77
90069321/1	Station Lane 12/04/10 - 01/04/11	01/05/2011		62.54
62051509/1	Alameda/Atherton 11/03/10-12/03/10	01/03/2011		114.78
62126158/1	94 Ashfield 11/03/10-12/03/10	01/03/2011		36.57
91512664/1	83 Ashfield 11/03/10-12/03/10	01/03/2011		64.58
97127159/1	2 Station Lane 11/03/10-12/03/10	01/03/2011		36.57
6051537Fir	50 Watkins (Fire Pro) 12/01/10-12/31/10	01/03/2011		26.37
62051537/1	150 Watkins 11/25/10-12/27/10	01/03/2011		174.77
91512681/1	91 Ashfield 11/03/10-12/03/10	01/03/2011		20.57
62040688/1	99 Ashfield Rd 12/04/10 - 01/04/11	01/05/2011		41.75
91512699/1	Station Lane Meter 11/03/10-12/03/10	01/03/2011		2.46
97947324/1	El Camino Real (2) 11/03/10-12/03/10	01/03/2011		226.78
89783897/1	Maple 11/03/10-12/03/10	01/03/2011		56.47
91512699/1	Station Lane Meter 11/03/10-12/03/10	01/03/2011		7.37
91512699/1	Station Lane Meter 11/03/10-12/03/10	01/03/2011		14.75
<b>Check Total:</b>				941.10
<b>Check No:</b> 11548	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00237	<b>CCAC NORTHERN DIVISION</b>			
2011 WORKS	2011 Nuts & Bolts 3/3-3/4/10 M.Goldstein	11/08/2010		200.00
<b>Check Total:</b>				200.00
<b>Check No:</b> 11549	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00289	<b>CLARK PEST CONTROL</b>			
10610905	Weed control HP Park maint svc Dec 2010	12/29/2010		855.00
11064553	One shot DPW Park maint Dec 2010	12/29/2010		880.00
<b>Check Total:</b>				1,735.00
<b>Check No:</b> 11550	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00449	<b>DUNBAR ARMORED INC</b>			
2821693	Armored car service Jan 2011	01/01/2011		125.06
2821693	Maint fee, post office change Jan 2011	01/01/2011		17.56
<b>Check Total:</b>				142.62
<b>Check No:</b> 11551	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00530	<b>BRAD GARLINGHOUSE</b>			
39 LABURNU	Refund 39 Laburnum Rd P#BP10-00904	12/20/2010		3,375.00
<b>Check Total:</b>				3,375.00
<b>Check No:</b> 11552	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00649	<b>IEDA INC</b>			
16391	Labor relation consulting 1/1/11-1/31/11	01/01/2011		1,030.00
<b>Check Total:</b>				1,030.00
<b>Check No:</b> 11553	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00753	<b>KREFELD'S AWARDS, INC</b>			
22263	Engraving J. Danielson-council meetings	01/04/2011		49.16
<b>Check Total:</b>				49.16
<b>Check No:</b> 11554	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00803	<b>EDMUND LOUIE</b>			
27 SELBY L	Refund 27 Selby Lane P#39792	01/06/2011		1,000.00
<b>Check Total:</b>				1,000.00
<b>Check No:</b> 11555	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00801	<b>LYNGSO GARDEN MATERIALS, INC</b>			
806549	3/4" crushed wood	12/16/2010		235.98
<b>Check Total:</b>				235.98
<b>Check No:</b> 11556	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00821	<b>MANAGEMENT PARTNERS INC</b>			
4544	Interim city mgmt N.Levin 12/3-12/17/10	12/06/2010		11,100.00
<b>Check Total:</b>				11,100.00

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<b>Check No:</b> 11557	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00857	<b>MAZE &amp; ASSOCIATES</b>			
25685	FY 2010 Single audit	01/10/2011		217.50
<b>Check Total:</b>				217.50
<b>Check No:</b> 11558	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00867	<b>COREY MCMILLS</b>			
142 ALMEND	Refund 142 Almendral Ave P#BP10-00858	01/10/2011		2,247.00
<b>Check Total:</b>				2,247.00
<b>Check No:</b> 11559	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00891	<b>DAVE METZGER</b>			
JAN 2011	Meals FTO cour 12/13-12/15/10 D.Metzger	01/10/2011		40.10
<b>Check Total:</b>				40.10
<b>Check No:</b> 11560	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00917	<b>MILLS-PENINSULA HEALTH SERVICE</b>			
40543	Employee Assist svcs 1/1/2011-3/31/2011	12/30/2010		551.25
<b>Check Total:</b>				551.25
<b>Check No:</b> 11561	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00929	<b>MUNISERVICES LLC</b>			
BRYANT ELE	Bus Lic Bryant Electric 01/04/11	01/04/2011		50.00
<b>Check Total:</b>				50.00
<b>Check No:</b> 11562	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 00977	<b>OFFICE DEPOT</b>			
5472048750	Pen, DR grip, gel	01/06/2011		18.03
<b>Check Total:</b>				18.03
<b>Check No:</b> 11563	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01013	<b>SIMONE PARDORLA</b>			
JAN 2011	Mileage deal suicidal call 12/21 S.Pardor	01/10/2011		19.73
JAN 2011	Meal deal suicidal calls 12/21 S.Pardorla	01/10/2011		16.86
<b>Check Total:</b>				36.59
<b>Check No:</b> 11564	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01024	<b>PENINSULA BUILDING MATERIALS C</b>			
522725	Tons 3/4" crushed rock- 55 redwood	12/16/2010		590.66
<b>Check Total:</b>				590.66
<b>Check No:</b> 11565	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01023	<b>PENINSULA CUSTOM HOMES</b>			
11 FAXON F	Refund 11 Faxon Forest P#BP09-00111	01/12/2011		5,000.00
<b>Check Total:</b>				5,000.00
<b>Check No:</b> 11566	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01037	<b>PG &amp; E</b>			
7457969005	Police Dept 11/24/10 - 12/24/10	01/10/2011		1,658.94
5678831002	Street Lights 12/03/10-12/31/10	01/13/2011		4,061.07
9166302556	Atherton Library 11/24/10 - 12/24/10	12/26/2010		418.42
0896302362	HP Park 160 Watkins (CM) 11/30-12/28/10	12/28/2010		29.39
5678831050	Ashfield/Town Hall 11/24/10-12/24/10	01/13/2011		683.68
5678831030	Activty Bldg 150 Watkin 11/25/10-12/27/10	01/13/2011		286.14
5678831035	Modular Bldg 150 Watkin 11/25/10-12/27/10	01/13/2011		424.33
5678831040	Pump 150 Watkins 11/30/10-12/27/10	01/13/2011		156.88
567883105/	Signal-Middlefd/Oak Gr 11/25/10-12/27/10	01/13/2011		43.53
5678831015	Signal E/S Middlefd 11/25/10-12/27/10	01/13/2011		55.87
5678831020	Signal-Marsh/Middlefd 11/25/10-12/27/10	01/13/2011		9.76
<b>Check Total:</b>				7,828.01
<b>Check No:</b> 11567	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01065	<b>PRIMA PRINTING</b>			
25410	Dare Books Police Dept	01/06/2011		136.02
<b>Check Total:</b>				136.02
<b>Check No:</b> 11568	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01105	<b>THE RADAR SHOP</b>			
6478	7 Radars recertified	12/29/2010		462.00
6479	4 Radars recertified	12/29/2010		264.00
<b>Check Total:</b>				726.00

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<b>Check No:</b> 11569	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01113	<b>RECALL SECURE DESTRUCTION SERV</b>			
2303013423	Contract svcs for 11/19/10 - 12/23/10	12/25/2010		126.72
<b>Check Total:</b>				126.72
<b>Check No:</b> 11570	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01142	<b>RENNE SLOAN HOLTZMAN SAKAI LLP</b>			
17890	PD Internal investigation December 2010	12/31/2010		1,025.00
<b>Check Total:</b>				1,025.00
<b>Check No:</b> 11571	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01145	<b>REPUBLIC ITS</b>			
1012533	Encinal call outs and repair Dec 2010	01/01/2011		320.94
1012534	Traffic signal maint Dec 2010	01/01/2011		314.01
1012533	Encinal call outs and repair Dec 2010	01/01/2011		320.94
1012533	Encinal call outs and repair Dec 2010	01/01/2011		474.44
1012533	Traffic signal repair and maint Dec 2010	01/01/2011		406.24
<b>Check Total:</b>				1,836.57
<b>Check No:</b> 11572	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01164	<b>RIDOUT ROOFING</b>			
73 ADAM WA	Refund 73 Adam way P#BP10-00857	12/20/2010		500.00
<b>Check Total:</b>				500.00
<b>Check No:</b> 11573	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01205	<b>SAN MATEO CNTY CHAPLAINCY</b>			
DEC 2010	Chaplaincy December 2010	12/31/2010		250.00
<b>Check Total:</b>				250.00
<b>Check No:</b> 11574	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01230	<b>SAN MATEO CNTY LAW ENFORCEMENT</b>			
PONY#POL 1	SMCO training managers mem dues-J.Frew	12/15/2010		75.00
<b>Check Total:</b>				75.00
<b>Check No:</b> 11575	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01237	<b>SAN MATEO CNTY SHERIFF'S OFFIC</b>			
8705	FY10-11 Coyote point range svc April-Jun	01/05/2011		900.00
<b>Check Total:</b>				900.00
<b>Check No:</b> 11576	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01313	<b>SPRINT</b>			
130538811-	Mobile Data Comm PD 11/26/10 - 12/25/10	12/29/2010		431.51
<b>Check Total:</b>				431.51
<b>Check No:</b> 11577	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01316	<b>STATE BOARD OF EQUALIZATION</b>			
2010 SALES	Sales use tax return 2010	01/18/2011		1,319.82
<b>Check Total:</b>				1,319.82
<b>Check No:</b> 11578	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01353	<b>TEAMSTERS UNION LOCAL 856</b>			
	PR Batch 502 12 2010 Teamsters Dues	12/15/2010		374.78
	PR Batch 503 12 2010 Teamsters Dues	12/28/2010		374.78
<b>Check Total:</b>				749.56
<b>Check No:</b> 11579	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01357	<b>TEE'S PLUS</b>			
341117	Sales tax payable	12/27/2010		-29.26
341112	14 Gildan hooded sweatshirts	12/27/2010		290.43
341112	Sales tax payable	12/27/2010		-23.31
341117	49 Gildan tees	12/27/2010		364.59
<b>Check Total:</b>				602.45
<b>Check No:</b> 11580	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01368	<b>JOANNE THOMAS-SMITH</b>			
JAN 2011	Meal deal suicidal call 12/21/10 J.Smith	01/10/2011		5.12
JAN 2011	Mileage deal suicidal call 12/21 J.Smith	01/10/2011		19.73
<b>Check Total:</b>				24.85
<b>Check No:</b> 11581	<b>Check Date:</b> 01/14/2011			
<b>Vendor:</b> 01445	<b>VERIZON WIRELESS</b>			
0935114043	Police Dept 11/22/10 - 12/21/10	12/21/2010		506.36
0935114043	DPW park program 11/22/10 - 12/21/10	12/21/2010		72.38

				<u>Check Amount</u>
0935114043	Bldg Dept 11/22/10 - 12/21/10	12/21/2010		133.02
0935114043	DPW park maint 11/22/10 - 12/21/10	12/21/2010		36.21
0935114043	DPW Engr 11/22/10 - 12/21/10	12/21/2010		152.07
0935114043	DPW street maint 11/22/10 - 12/21/10	12/21/2010		230.08
<b>Check Total:</b>				<b>1,130.12</b>
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<b>Vendor:</b>	<b>01453</b>	<b>VOYAGER FLEET SYSTEMS INC.</b>		
8690164770	Motorcycle fuel December 2010	12/24/2010		22.31
<b>Check Total:</b>				<b>22.31</b>
<b>Check No:</b>	<b>11583</b>	<b>Check Date:</b>	<b>01/14/2011</b>	
<b>Vendor:</b>	<b>01273</b>	<b>WILLIAMS SCOTSMAN, INC</b>		
95431236	Rent PD Modular 12/29/10 - 01/28/11	12/29/2010		721.63
<b>Check Total:</b>				<b>721.63</b>
<b>Check No:</b>	<b>11584</b>	<b>Check Date:</b>	<b>01/14/2011</b>	
<b>Vendor:</b>	<b>01477</b>	<b>WITMER-TYSON IMPORTS INC</b>		
T8369	K-9 training maint Lotty, Rex Dec 2010	01/01/2011		560.09
<b>Check Total:</b>				<b>560.09</b>
<b>Date Totals:</b>				<b>60,300.35</b>
<b>Check No:</b>	<b>11585</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00009</b>	<b>A-A LOCK &amp; ALARM INC</b>		
215445	Rekey one cyclinder, dupe keys CM house	01/11/2011		150.93
214399	Security locks Public Works/ Bldg Dept	01/04/2011		377.03
215426	Rekey one cylinder for the tennis court	01/06/2011		386.78
<b>Check Total:</b>				<b>914.74</b>
<b>Check No:</b>	<b>11586</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00025</b>	<b>ACCOUNTEMPS</b>		
32545528	Temp, Dean Hazel 01/10/11 - 01/13/11	01/19/2011		1,275.00
32465763	Temp, Dean Hazel 12/27/10 - 12/30/10	01/05/2011		1,275.00
32499465	Temp, Dean Hazel 01/03/11 - 01/16/11	01/11/2011		1,275.00
<b>Check Total:</b>				<b>3,825.00</b>
<b>Check No:</b>	<b>11587</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00077</b>	<b>AT&amp;T CALNET 2</b>		
0000019776	327-4866 12/01/10 - 12/31/10	01/01/2011		15.58
0000019776	327-3232 12/01/10 - 12/31/10	01/01/2011		15.48
0000020216	251-1053 12/20/10 - 01/19/11	01/20/2011		84.06
0000019776	327-4859 12/01/10 - 12/31/10	01/01/2011		55.16
0000019967	325-2677 12/10/10 - 01/09/11	01/10/2011		15.32
<b>Check Total:</b>				<b>185.60</b>
<b>Check No:</b>	<b>11588</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00222</b>	<b>CA PUBLIC EMPLOYEES RETIREMENT</b>		
AVL-000007	Formula Valuat fees for 3 yrs fin comp	01/04/2011		200.00
<b>Check Total:</b>				<b>200.00</b>
<b>Check No:</b>	<b>11589</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00227</b>	<b>CAPITOL ADVOCATES, INCORPORATE</b>		
JAN 2011	Consulting service HSR 12/18/10-1/17/11	01/18/2011		5,084.00
<b>Check Total:</b>				<b>5,084.00</b>
<b>Check No:</b>	<b>11590</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00281</b>	<b>CITY OF REDWOOD CITY</b>		
BR25369	IT Support December 2010	12/31/2010		2,307.00
<b>Check Total:</b>				<b>2,307.00</b>
<b>Check No:</b>	<b>11591</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00309</b>	<b>COMCAST</b>		
8155200060	13 Static IP 01/21/11 - 02/20/11	01/16/2011		19.95
8155200060	50 mg Bus Class HSI 01/21/11 - 02/20/11	01/16/2011		189.95
<b>Check Total:</b>				<b>209.90</b>
<b>Check No:</b>	<b>11592</b>	<b>Check Date:</b>	<b>01/27/2011</b>	
<b>Vendor:</b>	<b>00321</b>	<b>COMMERCIAL ENVIRONMENT LANDSCA</b>		
2993-Ret	HP Bridge maintenance P#56046 10% Ret	01/27/2011		500.00
2993-Ret	HP Bridge Landscape P#56046 10% Ret	01/27/2011		119.61
2993-Ret	HP Bridge Landscape P#56046 10% Ret	09/28/2010		1,526.52

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<b>Check No: 11593</b>				<b>Check Total:</b>
<b>Check Date: 01/27/2011</b>				2,146.13
<b>Vendor: 00377 CSG CONSULTANTS INC</b>				
019407	Code Enforcement 10/30/10 - 11/26/10	12/21/2010		4,020.19
B100240	Bldg A - 23,548 sqft Sacred Heart School	11/03/2010		10,596.15
019296	93 Broadacres inspec 10/1/10-10/31/10	12/09/2010		170.00
019296	D.Lockard Bldg official svc10/1-10/31/10	12/09/2010		7,875.00
B100240	Bldg B - 7,081sqft Sacred Heart School	11/03/2010		3,631.13
B100240	Bldg C- 30,505 sqft Sacred Heart School	11/03/2010		13,813.81
B100240	Bldg D- 42,062 sqft Sacred Heart School	11/03/2010		16,645.89
B100240	Revision Stata/Sweidy Residence	11/03/2010		135.00
<b>Check Total:</b>				56,887.17
<b>Check No: 11594</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00384 CUTWATER INVESTOR SERVICES COR</b>				
14200A	Invest advisory service 12/1/10-12/31/10	01/15/2011		1,000.00
<b>Check Total:</b>				1,000.00
<b>Check No: 11595</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00427 DMS FACILITY SERVICES, INC</b>				
RC-D063717	99 Station Lane Atherton January 2011	01/01/2011		203.70
RC-D063717	Town Hall/ Police Dept January 2011	01/01/2011		650.24
RC-D063717	Atherton Library January 2011	01/01/2011		470.10
RC-D063717	Public Works Modular January 2011	01/01/2011		121.41
RC-D063717	Addition Modular January 2011	01/01/2011		154.01
RC-D063717	Police Modular Office January 2011	01/01/2011		115.70
<b>Check Total:</b>				1,715.16
<b>Check No: 11596</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00433 DOUGLAS PRINTERS</b>				
TA010411	Business cards for J. Dobbie, B.Widmer	01/19/2011		163.87
<b>Check Total:</b>				163.87
<b>Check No: 11597</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00501 FIRST CHOICE SERVICES</b>				
345291	Coffee DPW Engr 01/18/11	01/18/2011		26.31
345288	Coffee Admin 01/18/11	01/18/2011		35.08
<b>Check Total:</b>				61.39
<b>Check No: 11598</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00512 FRANK &amp; GROSSMAN LANDSCAPE CON</b>				
143943	Landscape maint Jan 2011	01/01/2011		2,083.00
<b>Check Total:</b>				2,083.00
<b>Check No: 11599</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00518 GALLAGHER &amp; BURK, INC</b>				
41010806	Fletcher Dr/Ridgeview Pvmt& Drain impro	12/31/2010		125,711.42
<b>Check Total:</b>				125,711.42
<b>Check No: 11600</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00573 H.T. HARVEY &amp; ASSOCIATES</b>				
29331	Year 5 (2010)Monitoring 12/1/10-12/31/10	12/31/2010		3,708.25
<b>Check Total:</b>				3,708.25
<b>Check No: 11601</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00689 IWORQ SYSTEMS, INC</b>				
3639	Iworq Internet Pavement Mgmt Feb 2011	01/18/2011		75.00
<b>Check Total:</b>				75.00
<b>Check No: 11602</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00736 KEVIN J. HOLDEN &amp; ASSOCIATES,</b>				
2212	Repair heating system CM house	01/17/2011		225.55
<b>Check Total:</b>				225.55
<b>Check No: 11603</b>				
<b>Check Date: 01/27/2011</b>				
<b>Vendor: 00737 KIKUCHI &amp; ASSOCIATES, INC</b>				
PEDESTRIAN	Pedestrian bridge project 12/1-12/31/10	01/04/2011		225.00
PEDESTRIAN	Pedestrian bridge project 12/1-12/31/10	01/04/2011		215.80
<b>Check Total:</b>				440.80

				<u>Check Amount</u>
<b>Check No:</b> 11604	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00821	<b>MANAGEMENT PARTNERS INC</b>			
4594	Interim city mgmt N.Levin 12/24-12/31/10	01/10/2011		7,400.00
			<b>Check Total:</b>	7,400.00
<b>Check No:</b> 11605	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00923	<b>MASSOUD MODJTEHEDI</b>			
85 BELBROO	Refund 85 Belbrook P#39705	01/24/2011		5,000.00
			<b>Check Total:</b>	5,000.00
<b>Check No:</b> 11606	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00929	<b>MUNISERVICES LLC</b>			
BOYNTON COBus Lic	Boynton Construction 1/26/11	01/26/2011		125.00
NEW LIFE T Bus Lic	New Life tree service 1/24/11	01/24/2011		50.00
ECOWAVE IN Bus Lic	Ecowave Inc 1/25/11	01/25/2011		125.00
AFFORDABLEBus Lic	Affordable Water heater 1/25/11	01/25/2011		150.00
TV GENERAL Bus Lic	TV General contractor 1/26/11	01/26/2011		125.00
RAMIREZ CO Bus Lic	Ramirez Construction 1/26/11	01/26/2011		125.00
CARLOS CRU Bus Lic	Carlos Cruz 1/12/11	01/12/2011		50.00
			<b>Check Total:</b>	750.00
<b>Check No:</b> 11607	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00965	<b>NORTHERN CA FENCE</b>			
12441,1244	Fence/gate repairs Elena Gates,Park Ave	12/30/2010		1,375.00
			<b>Check Total:</b>	1,375.00
<b>Check No:</b> 11608	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00977	<b>OFFICE DEPOT</b>			
5471660980	Cartridge,laser,paper,notepad - Bldg	01/06/2011		165.45
5471660980	Refill,tape,folder,dryline - Finance	01/06/2011		33.32
5471660980	Copier paper - City Council	01/06/2011		10.42
5471660980	Pen,calendar,wire,letter - Planning	01/06/2011		53.12
5471661620	Cord, handset - Admin	01/10/2011		4.27
5471660980	Paper,tape, untangler,cord, pad - Admin	01/06/2011		103.93
			<b>Check Total:</b>	370.51
<b>Check No:</b> 11609	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00975	<b>OFFICE TEAM</b>			
32495712	Temp help for stuffing 01/07/2011	01/10/2011		176.00
32495713	Temp help for stuffing 01/07/2011	01/10/2011		176.00
			<b>Check Total:</b>	352.00
<b>Check No:</b> 11610	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01089	<b>PURCHASE POWER</b>			
38852315	Postage refill trans fee 12/28/10	01/03/2011		1,000.00
38852315	Postage meter refill 12/09/10	01/03/2011		1,000.00
38852315	Postage refill trans fee 12/28/10	01/03/2011		19.99
38852315	Postage refill trans fee 12/09/10	01/03/2011		19.99
			<b>Check Total:</b>	2,039.98
<b>Check No:</b> 11611	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01141	<b>REDWOOD PLUMBING CO. INC</b>			
W38254	Replaced compressor AC library Q#01606	11/19/2010		2,660.00
			<b>Check Total:</b>	2,660.00
<b>Check No:</b> 11612	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01241	<b>SAN MATEO CNTY FORENSIC LAB</b>			
CL02661	Narcotic ID	12/31/2010		90.00
CL02661	Phlebotomy Services	12/31/2010		260.00
CL02661	Serology Sexual Assault	12/31/2010		180.00
			<b>Check Total:</b>	530.00
<b>Check No:</b> 11613	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01247	<b>SAN MATEO LAWN MOWER</b>			
116355	Service power washer DPW park program	11/17/2010		89.54
116580	Recoil repair and service DPW park maint	12/14/2010		73.19
116356	Service blower DPW park program	11/17/2010		96.31
			<b>Check Total:</b>	259.04

				<u>Check Amount</u>
<b>Check No:</b> 11614	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01289	<b>SHARP ELECTRONICS CORPORATION</b>			
AR332300	11/16/10-12/15/10 sharp/MXM550N overage	12/28/2010		263.12
				<b>Check Total:</b> 263.12
<b>Check No:</b> 11615	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01319	<b>STATE CA REGIONAL WATER QUALIT</b>			
PERMIT FEE	Replace chk#10263	01/27/2011		640.00
				<b>Check Total:</b> 640.00
<b>Check No:</b> 11616	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01417	<b>UNIFIRST CORPORATION</b>			
380 040359	Uniform svc DPW street maint B,Butler	01/06/2011		15.93
380 040359	Uniform svc DPW street maint T.Henderson	01/06/2011		19.04
380 040463	MOPS DPW street maint 1/13/11	01/13/2011		8.85
380 040463	Uniform svc DPW street maint B,Butler	01/13/2011		15.47
380 040463	Uniform svc DPW street maint J.Andrade	01/13/2011		15.47
380 040463	Uniform svc DPW street maint E.Lopez	01/13/2011		15.47
380 040463	Uniform svc DPW street maint T.Henderson	01/13/2011		18.59
380 040463	Mats HP Park 01/13/11	01/13/2011		67.14
380 040463	Uniform svc DPW park maint M.Anderson	01/13/2011		19.15
380 040463	Uniform svc DPW park program E.Espino	01/13/2011		19.15
380 040360	Mats HP Park 01/06/11	01/06/2011		8.14
380 040360	Uniform svc DPW park maint M.Anderson	01/06/2011		19.56
380 040360	Uniform svc DPW park program E.Espino	01/06/2011		19.56
380 040050	Mats HP Park 12/16/10	12/16/2010		67.14
380 040050	Uniform svc DPW park maint M.Anderson	12/16/2010		19.15
380 039953	Uniform svc DPW street maint B,Butler	12/09/2010		15.47
380 039953	Uniform svc DPW street maint J.Andrade	12/09/2010		15.47
380 039953	Uniform svc DPW street maint E.Lopez	12/09/2010		15.47
380 039953	Uniform svc DPW street maint T.Henderson	12/09/2010		18.59
380 039850	Uniform svc DPW street maint B,Butler	12/02/2010		16.07
380 039850	Uniform svc DPW street maint J.Andrade	12/02/2010		16.07
380 039850	Uniform svc DPW street maint E.Lopez	12/02/2010		16.07
380 039850	Uniform svc DPW street maint T.Henderson	12/02/2010		19.19
380 040154	Mats HP Park 12/23/10	12/23/2010		23.14
380 040154	Uniform svc DPW park maint M.Anderson	12/23/2010		19.15
380 040154	Uniform svc DPW park program E.Espino	12/23/2010		19.15
380 039953	MOPS HP Park 12/09/10	12/09/2010		8.14
380 039953	Uniform svc DPW park maint M.Anderson	12/09/2010		19.15
380 039953	Uniform svc DPW park program E.Espino	12/09/2010		19.15
380 040359	Uniform svc DPW street maint E.Lopez	01/06/2011		15.93
380 040359	Uniform svc DPW street maint J.Andrade	01/06/2011		15.93
380 040050	Uniform svc DPW park program E.Espino	12/16/2010		19.15
				<b>Check Total:</b> 639.10
<b>Check No:</b> 11617	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01437	<b>USPS</b>			
FEE RENEWA	Fee renewal notice stand mail permit#26	01/03/2011		185.00
				<b>Check Total:</b> 185.00
<b>Check No:</b> 11618	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 01449	<b>VISION SERVICE PLAN</b>			
	PR Batch 501 1 2011 Vision Insurance	01/12/2011		727.59
JAN 2011	PR batch 501 1 2011 vision L.Colliau	01/20/2011		27.20
				<b>Check Total:</b> 754.79
<b>Check No:</b> 11619	<b>Check Date:</b> 01/27/2011			
<b>Vendor:</b> 00773	<b>W-S PACKAGING GROUP INC</b>			
4835157	Dare Bear	12/03/2010		185.07
				<b>Check Total:</b> 185.07
				<b>Date Totals:</b> 230,347.59
<b>Check No:</b> 11620	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00037	<b>AFLAC</b>			
	PR Batch 501 1 2011 AFLAC Cancer Ins	01/12/2011		176.28

				<u>Check Amount</u>
PR Batch 501 1 2011	AFLAC Intensive Care	01/12/2011		24.39
PR Batch 501 1 2011	AFLAC Hospital Indem	01/12/2011		76.76
PR Batch 501 1 2011	AFLAC Specified Heal	01/12/2011		27.90
PR Batch 501 1 2011	AFLAC-STD After Tax	01/12/2011		62.81
PR Batch 501 1 2011	AFLAC Dental Ins Pre	01/12/2011		109.43
PR Batch 502 1 2011	AFLAC Life Protector	01/26/2011		34.14
PR Batch 501 1 2011	AFLAC Accident Indem	01/12/2011		209.60
PR Batch 502 1 2011	AFLAC-STD After Tax	01/26/2011		62.81
PR Batch 502 1 2011	AFLAC Specified Heal	01/26/2011		27.90
PR Batch 502 1 2011	AFLAC Intensive Care	01/26/2011		24.39
PR Batch 502 1 2011	AFLAC Hospital Indem	01/26/2011		76.76
PR Batch 502 1 2011	AFLAC Dental Ins Pre	01/26/2011		109.43
PR Batch 502 1 2011	AFLAC Cancer Ins	01/26/2011		176.28
PR Batch 502 1 2011	AFLAC Accident Indem	01/26/2011		209.60
PR Batch 501 1 2011	AFLAC Life Protector	01/12/2011		34.14
<b>Check Total:</b>				<b>1,442.62</b>
<b>Check No:</b>	<b>11621</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00049</b>	<b>ALHAMBRA &amp; SIERRA SPRINGS</b>		
4981709011	Water police dept 12/16/10 - 01/10/11	01/12/2011		166.25
<b>Check Total:</b>				<b>166.25</b>
<b>Check No:</b>	<b>11622</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00077</b>	<b>AT&amp;T CALNET 2</b>		
0000020216	451-6689 12/20/10 - 01/19/11	01/20/2011		66.23
0000019963	473-9743 12/10/10 - 01/09/11	01/10/2011		16.16
0000019963	323-7653 12/10/10 - 01/09/11	01/10/2011		28.92
0000019963	323-3612 12/10/10 - 01/09/11	01/10/2011		29.89
0000019963	323-6131 12/10/10 - 01/09/11	01/10/2011		111.05
0000019963	328-3220 12/10/10 - 01/09/11	01/10/2011		29.64
0000019963	323-6452 12/10/10 - 01/09/11	01/10/2011		15.47
0000019996	462-1470 12/11/10 - 01/10/11	01/11/2011		22.78
0000019963	323-1802 12/10/10 - 01/09/11	01/10/2011		43.35
0000020216	252-8343 12/20/10 - 01/19/11	01/20/2011		66.23
0000020216	451-6691 12/20/10 - 01/19/11	01/20/2011		76.52
0000020216	451-6690 12/20/10 - 01/19/11	01/20/2011		66.23
0000020216	271-5840 12/20/10 - 01/19/11	01/20/2011		265.40
0000020216	271-7360 12/20/10 - 01/19/11	01/20/2011		359.19
0000019963	688-6500 12/10/10 - 01/09/11	01/10/2011		599.54
0000019963	323-1801 12/10/10 - 01/09/11	01/10/2011		14.18
0000019963	323-1014 12/10/10 - 01/09/11	01/10/2011		29.61
0000019776	324-5396 12/01/10 - 12/31/10	01/01/2011		55.46
0000019957	289-9297 12/10/10 - 01/09/11	01/10/2011		15.49
0000020216	281-1953 12/20/10 - 01/19/11	01/20/2011		96.92
0000020028	326-1167 12/13/10 - 01/12/11	01/13/2011		15.88
0000019963	326-2801 12/10/10 - 01/09/11	01/10/2011		155.14
<b>Check Total:</b>				<b>2,179.28</b>
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<b>Vendor:</b>	<b>00181</b>	<b>CA DEPT JUSTICE ACCOUNTING OFF</b>		
828103	Fingerprint Apps J.Danielson Dec 2010	01/06/2011		32.00
<b>Check Total:</b>				<b>32.00</b>
<b>Check No:</b>	<b>11624</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00209</b>	<b>CALBIG</b>		
CALBIG REN	CALBIG rene 1/1/11-12/31/11 permit tech	02/01/2011		30.00
<b>Check Total:</b>				<b>30.00</b>
<b>Check No:</b>	<b>11625</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00245</b>	<b>CD-DATA</b>		
5192-1-201	SM Cnty Data, Map Disc	01/06/2011		701.44
<b>Check Total:</b>				<b>701.44</b>
<b>Check No:</b>	<b>11626</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00255</b>	<b>CENTRO BUSINESS FORMS INC</b>		
192803	2010 W-2,1099 forms, envelopes	01/05/2011		121.23
<b>Check Total:</b>				<b>121.23</b>

				<u>Check Amount</u>
<b>Check No:</b>	<b>11627</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00265</b>	<b>KEVIN CITTADINI</b>		
JAN 2011	CCC IAPMO training 11/18/10 K.Cittadini	01/10/2011		30.00
JAN 2011	Int'l Code Council exams 12/30/10 K.Citt	01/10/2011		210.00
JAN 2011	Mini blinds - Bldg dept	01/10/2011		19.49
JAN 2011	Luncheon meet CALBIG 12/8/10 K.Cittadini	01/10/2011		20.00
JAN 2011	Luncheon meet CALBIG 11/10/10 K.Cittadin	01/10/2011		20.00
JAN 2011	Parking for ICC exams 12/30/10 K.Cittadi	01/10/2011		8.00
				<b>Check Total:</b>
				307.49
<b>Check No:</b>	<b>11628</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00281</b>	<b>CITY OF REDWOOD CITY</b>		
BR25293	Vehicle repair PD 11/16/10 - 12/15/10	12/31/2010		2,012.89
BR25293	Vehicle repair DPW St main11/16-12/15/10	12/31/2010		199.01
BR25293	Vehicle repair DPW engr 11/16-12/15/10	12/31/2010		83.64
BR25293	Vehicle repair DPW Pk main11/16-12/15/10	12/31/2010		156.80
BR25335	Fuel char DPW Pk main 11/16/10-12/15/10	12/31/2010		43.47
BR25335	Fuel charges PD 11/16/10 - 12/15/10	12/31/2010		4,079.55
BR25335	Fuel char DPW Engr 11/16/10-12/15/10	12/31/2010		204.44
BR25335	Fuel char DPW St main 11/16/10-12/15/10	12/31/2010		687.66
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				7,467.46
<b>Check No:</b>	<b>11629</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00377</b>	<b>CSG CONSULTANTS INC</b>		
019567	93 Broadacres inspec 11/27/10-12/31/10	01/20/2011		170.00
019566	D.Lockard bldg offic svc 11/27-12/31/10	01/20/2011		6,615.00
				<b>Check Total:</b>
				6,785.00
<b>Check No:</b>	<b>11630</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00407</b>	<b>DANIELSON ASSOCIATES INC</b>		
160	Consulting services J.Danielson Jan 2011	01/29/2011		15,000.00
160	Moving expenses J.Danielson Jan 2011	01/29/2011		1,708.35
				<b>Check Total:</b>
				16,708.35
<b>Check No:</b>	<b>11631</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00402</b>	<b>DE LAGE FINANCIAL SERVICES,INC</b>		
8472701	60 Months Lease Sharp/MXM453N 12/30/10	01/22/2011		227.90
				<b>Check Total:</b>
				227.90
<b>Check No:</b>	<b>11632</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00430</b>	<b>DISCOUNT PLUMBING &amp; ROOTER CO</b>		
52 HOLBROO	Refund 52 Holbrook P#APW11-00004	01/31/2011		2,500.00
				<b>Check Total:</b>
				2,500.00
<b>Check No:</b>	<b>11633</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00433</b>	<b>DOUGLAS PRINTERS</b>		
TA011911	2500 Non-window envelopes	01/19/2011		431.53
				<b>Check Total:</b>
				431.53
<b>Check No:</b>	<b>11634</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00465</b>	<b>EMBARCADERO PUBLISHING CO</b>		
12/01/2010	Tree maint svc agreement proj 12/01/10	12/31/2010		928.00
12/01/2010	Request proposals cty attorney 12/01/10	12/31/2010		1,160.00
12/01/2010	PD/Admin roof replacement proj 12/01/10	12/31/2010		928.00
12/01/2010	Request proposals library proj 12/29/10	12/31/2010		986.00
				<b>Check Total:</b>
				4,002.00
<b>Check No:</b>	<b>11635</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00501</b>	<b>FIRST CHOICE SERVICES</b>		
345289	Coffee - Bldg Dept 01/18/11	01/18/2011		50.35
				<b>Check Total:</b>
				50.35
<b>Check No:</b>	<b>11636</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00517</b>	<b>GALEDRIGE CONSTRUCTION INC</b>		
Retention	2010 Spring patching 10% Retention	12/10/2010		12,885.00
				<b>Check Total:</b>
				12,885.00
<b>Check No:</b>	<b>11637</b>	<b>Check Date:</b>	<b>01/31/2011</b>	
<b>Vendor:</b>	<b>00553</b>	<b>GRAINGER INC</b>		
9446691090	Pipemarker, natural gas	01/25/2011		31.41
				<b>Check Total:</b>
				31.41

				<u>Check Amount</u>
<b>Check No:</b> 11638	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00331	<b>M JEAN-CLAUDE GUEZ</b>			
CA HSR ROA	Replace chk#11440	02/02/2011		1,000.00
<b>Check Total:</b>				1,000.00
<b>Check No:</b> 11639	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00621	<b>HOUSTON COMMUNICATIONS INC</b>			
060157	Repair Handheld HT1250, S#749TBL5461	11/17/2010		290.00
060158	Repair Handheld HT1250, S#749TBL5516	01/04/2011		290.00
<b>Check Total:</b>				580.00
<b>Check No:</b> 11640	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00403	<b>HUBB SYSTEMS, LLC</b>			
INV-CA004	Sony EX20D Front Camera	01/24/2011		79.16
INV-CA004	Data 911 Mobile Digital Video Recorder U	01/24/2011		3,081.06
INV-CA004	Digital Video Rear St Camera	01/24/2011		342.53
INV-CA004	"Vid Net" Client Software	01/24/2011		703.56
INV-CA004	"Mobile Vid" Client Softare	01/24/2011		439.39
<b>Check Total:</b>				4,645.70
<b>Check No:</b> 11641	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00674	<b>INTERNATIONAL ASSOCIATION OF C</b>			
1647774	IACP member rene 1/1/11-12/31/11 M.Guerr	01/27/2011		120.00
<b>Check Total:</b>				120.00
<b>Check No:</b> 11642	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00724	<b>JOSEPH J. ALBANESE, INC</b>			
12147A,121	Atherton Street Reconstruction Dec 2010	12/31/2010		27,384.98
<b>Check Total:</b>				27,384.98
<b>Check No:</b> 11643	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00741	<b>KIMLEY-HORN &amp; ASSOC INC</b>			
4353240	Atherton traffic surveys Dec 2010	12/30/2010		4,712.00
4353239	Menlo School TIS Project Dec 2010	12/30/2010		8,164.00
4328401	Menlo School TIS Project Nov 2010	11/30/2010		1,660.00
<b>Check Total:</b>				14,536.00
<b>Check No:</b> 11644	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 00849	<b>MATTHEW BENDER &amp; CO INC</b>			
12570532	CA Deer Desktop Penal 2011 HB	12/22/2010		437.49
<b>Check Total:</b>				437.49
<b>Check No:</b> 11645	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 01021	<b>PAW PRINTS, INC</b>			
23644	Aluminum Sign	12/16/2010		27.31
<b>Check Total:</b>				27.31
<b>Check No:</b> 11646	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 01030	<b>PETER A PETERSON</b>			
JAN 2011	Internal Investigation PD12/6/10-1/12/11	01/10/2011		3,187.50
<b>Check Total:</b>				3,187.50
<b>Check No:</b> 11647	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 01037	<b>PG &amp; E</b>			
3457969588	Signal El Camino Athert 12/25/10-1/25/11	01/25/2011		33.49
<b>Check Total:</b>				33.49
<b>Check No:</b> 11648	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 01204	<b>SAN MATEO CNTY COMMUNICATIONS</b>			
FY 2011/20	CMA FY 2011/2012 dues M.Guerra	02/01/2011		50.00
<b>Check Total:</b>				50.00
<b>Check No:</b> 11649	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 01257	<b>SAN MATEO REGIONAL NETWORK INC</b>			
19342	Access fee T-1 service January 2011	01/31/2011		385.00
<b>Check Total:</b>				385.00
<b>Check No:</b> 11650	<b>Check Date:</b> 01/31/2011			
<b>Vendor:</b> 01353	<b>TEAMSTERS UNION LOCAL 856</b>			
	PR Batch 502 1 2011 Teamsters Dues	01/26/2011		374.78
	PR Batch 501 1 2011 Teamsters Dues	01/12/2011		374.78
<b>Check Total:</b>				749.56

				<u>Check Amount</u>
<b>Check No:</b> 11651		<b>Check Date:</b> 01/31/2011		
<b>Vendor:</b> 01357		<b>TEE'S PLUS</b>		
342702	18 Dare large Medallion ribbon red/white	01/14/2011		126.63
342702	Sales tax payable	01/14/2011		-9.99
			<b>Check Total:</b>	116.64
<b>Check No:</b> 11652		<b>Check Date:</b> 01/31/2011		
<b>Vendor:</b> 01361		<b>TELECOMMUNICATIONS ENGINEERING</b>		
41073	Mgmt/maint comm center PD Jan 2011	01/10/2011		934.00
			<b>Check Total:</b>	934.00
<b>Check No:</b> 11653		<b>Check Date:</b> 01/31/2011		
<b>Vendor:</b> 01401		<b>TURBO DATA SYSTEMS INC</b>		
17351	Citation processing Nov and Dec 2010	12/31/2010		47.03
			<b>Check Total:</b>	47.03
			<b>Date Totals:</b>	110,304.01
			<b>Report Total:</b>	481,585.45



## 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 FEBRUARY 16, 2011**

**SUBJECT: FINANCIAL REPORT FOR THE SEVEN MONTHS ENDED JANUARY  
31, 2011**

### **RECOMMENDATION**

Receive the General Fund Financial Report for the seven months ended January 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 February 4, 2011.

If revenues and expenditures are assumed to be distributed evenly for the seven months ended January 31, 2011, 58.3% of the annual FY 2010-11 Budget (7/12) should be earned or incurred.

Due to the timing nature of many revenue receipt and expenditures, it can be over or under the 58.3%.

### **General Fund Revenues**

For the seven months ended January 31, 2011, the General Fund reported revenue of \$5,023,849 which is 54.9% of the annual revenue budget for FY 2011. The revenue for the same period in FY 2010 was \$5,516,414. The reason why FY 2011 revenue came in lower than FY 2010 was due to the timing of Excess ERAF payment. The Town received the Excess ERAF of \$755,969

from the County of San Mateo in January of 2010 but did not receive this year's Excess ERAF of \$695,112 until February of 2011.

General Fund Expenditures

For the seven months ended January 31, 2011, the General Fund reported expenditure of \$6,411,710 which is 60.5% of the annual expenditure budget for FY 2011.

As previously reported, the City Attorney and Planning Department expenditures are trending higher than the seven-month average.

The Building Department took in \$59,583 for Sacred Heart plan check. The department expended \$44,687 to pay CSG for contract plan check. A mid-year budget adjustment will be proposed to increase the department expenditure budget to cover outside commercial plan check services.

With salary savings from two unfilled vacancies, the Police Department is expected to come in within budget.

**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 Seven Months Ended January 31, 2011											
(Excl. Encumbrances)											
Dept	Description	Adjusted Budget FY10/11	7/12 of Budget	Actual July 10 to Jan 11	Accrual	Adjusted Actual July 10 to Jan 11	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Jan. 10
		(a)	58.3% (b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)
	<b>Revenues</b>										
	Secured	4,799,250	2,799,563	2,400,483	156,366	2,556,849	242,714	91.3%	2,242,401	53.3%	2,659,184
	Unsecured	250,000	145,833	253,779		253,779	(107,946)	174.0%	(3,779)	101.5%	298,475
	Prop 1A Loan		-			-	-	0.0%	-	0.0%	(221,181)
	Prop 1A securitization		-			-	-	0.0%	-	0.0%	221,181
	SB813 Redemption (Supplemental)	60,000	35,000	32,600		32,600	2,400	93.1%	27,400	54.3%	30,911
	Home Owners Exemption	40,616	23,693	16,994		16,994	6,699	71.7%	23,622	41.8%	16,708
	Local Sales & Use Tax	65,000	37,917	32,375		32,375	5,542	85.4%	32,625	49.8%	37,107
	Public Safety Sales Tax (Prop 172)	50,000	29,167	29,978		29,978	(811)	102.8%	20,022	60.0%	28,067
	In Lieu Sales Tax/Triple Flip	27,000	15,750	12,609		12,609	3,141	80.1%	14,391	46.7%	13,349
	Franchise Taxes-PG&E	220,000	128,333	-		-	128,333	0.0%	220,000	0.0%	-
	Franchise Tax-Cal Water	73,000	42,583	-		-	42,583	0.0%	73,000	0.0%	-
	Franchise Tax-Garbage	160,000	93,333	92,892		92,892	442	99.5%	67,108	58.1%	80,894
	Franchise Taxes-Cable	102,000	59,500	25,498	26,264	51,762	7,738	87.0%	50,238	50.7%	49,938
	Document TRSF Tax	210,000	122,500	115,928		115,928	6,572	94.6%	94,072	55.2%	154,701
	Property Tax In Lieu of VLF	600,000	350,000	331,782		331,782	18,218	94.8%	268,218	55.3%	331,999
	Motor Veh. Lic Fees (MVLF)	23,000	13,417	9,256		9,256	4,161	69.0%	13,744	40.2%	5,002
	Business Licenses	150,000	87,500	136,462		136,462	(48,962)	156.0%	13,538	91.0%	78,796
	Bus Lic Refund -FY 06/07	-	-			-	-	0.0%	-	0.0%	-
	Bus Lic Refund -FY 07/08	-	-			-	-	0.0%	-	0.0%	-
	Bus Lic Refund -FY 08/09	-	-			-	-	0.0%	-	0.0%	-
	Home Occupation	500	292	600		600	(308)	205.7%	(100)	120.0%	200
	Building Permit	516,000	301,000	449,894		449,894	(148,894)	149.5%	66,106	87.2%	282,107
	Encroachment Permit	140,000	81,667	79,206		79,206	2,461	97.0%	60,794	56.6%	11,374
	Grading & Drain Permit	48,000	28,000	37,107		37,107	(9,107)	132.5%	10,893	77.3%	32,000
	Other Licenses & Permit	500	292	599		599	(307)	205.4%	(99)	119.8%	275
	Landscape Fee	-	-			-	-	0.0%	-	0.0%	-
	Muni/Vehicle Code Fines (Parking)	4,000	2,333	11,875		11,875	(9,541)	508.9%	(7,875)	296.9%	1,347
	Other Fines & Forfeit (County)	20,000	11,667	13,517	4,277	17,794	(6,127)	152.5%	2,206	89.0%	14,849
	ERAF Subvention	530,000	309,167			-	309,167	0.0%	530,000	0.0%	755,969
	POST Reimbursement	8,500	4,958	2,651		2,651	2,308	53.5%	5,849	31.2%	3,711
	CALNENA Reimbursement	-	-			-	-	0.0%	-	0.0%	-
	CLEARs Reimbursement	-	-			-	-	0.0%	-	0.0%	-
	DOJ Grant (vest)	-	-			-	-	0.0%	-	0.0%	-
	DOC Grant	5,000	2,917	-		-	2,917	0.0%	5,000	0.0%	-
	DUI Grant	-	-	5,112		5,112	(5,112)	100.0%	(5,112)	100.0%	-
	ABAG Grant	12,300	7,175	12,014		12,014	(4,839)	167.4%	286	97.7%	18,338
	Other Reimbursements	-	-	-		-	-	0.0%	-	0.0%	35,722
	Highway Maint Reimbursement	35,700	20,825			-	20,825	0.0%	35,700	0.0%	

Town of Atherton											
General Fund											
Financial Report for the Seven Months Ended January 31, 2011											
(Excl. Encumbrances)											
Dept	Description	Adjusted Budget FY10/11	7/12 of Budget	Actual July 10 to Jan 11	Accrual	Adjusted Actual July 10 to Jan 11	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Jan. 10
			58.3%								
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)
	SB 90 reimbursement	-	-	3,982		3,982	(3,982)	100.0%	(3,982)	100.0%	1,219
	Grants	-	-			-	-	0.0%	-	0.0%	8,244
	React Task Force Reimb	-	-			-	-	0.0%	-	0.0%	-
	NARCOTICS Task Force	-	-			-	-	0.0%	-	0.0%	-
	Elections Processing Fee	-	-			-	-	0.0%	-	0.0%	-
	Document/Research Fee	-	-			-	-	0.0%	-	0.0%	-
	Photocopy Fee	5,000	2,917	1,945		1,945	972	66.7%	3,055	38.9%	3,365
	Alarm Sign Fees	600	350	285		285	65	81.4%	315	47.5%	570
	Vehicle Release	1,000	583	1,771		1,771	(1,188)	303.6%	(771)	177.1%	520
	Fingerprinting Fee	-	-	265		265	(265)	100.0%	(265)	100.0%	57
	Affidavit of Cost	600	350			-	350	0.0%	600	0.0%	200
	Police Report	2,500	1,458	884		884	574	60.6%	1,616	35.4%	2,510
	Special Service Fee	250	146	2,202		2,202	(2,056)	1509.9%	(1,952)	880.8%	594
	DUI Enforcement	1,200	700			-	700	0.0%	1,200	0.0%	-
	Post Office	25,000	14,583	23,383		23,383	(8,799)	160.3%	1,617	93.5%	30,195
	Solicitor's Fee	400	233	44		44	189	18.9%	356	11.0%	77
	Application Fee	-	-			-	-	0.0%	-	0.0%	725
	Zoning & Planning Fees	200,000	116,667	103,536		103,536	13,130	88.7%	96,464	51.8%	31,460
	Plan Check Fee Building	284,000	165,667	218,506		218,506	(52,840)	131.9%	65,494	76.9%	227,606
	Contract Plan Review Services	-	-	59,583		59,583	(59,583)	100.0%	(59,583)	100.0%	-
	Social Fees	70,000	40,833	47,812		47,812	(6,979)	117.1%	22,188	68.3%	33,600
	Meeting Fees	70,000	40,833	48,595		48,595	(7,762)	119.0%	21,405	69.4%	38,125
	Class Fees	13,000	7,583	5,327		5,327	2,257	70.2%	7,674	41.0%	8,450
	Weddings	150,000	87,500	60,700		60,700	26,800	69.4%	89,300	40.5%	63,735
	Misc. Park Use Fee	1,500	875	1,240		1,240	(365)	141.7%	260	82.7%	1,160
	Interest Income	60,000	35,000	23,596		23,596	11,404	67.4%	36,404	39.3%	35,083
	Cellular Antenna Lease	36,000	21,000	22,957		22,957	(1,957)	109.3%	13,043	63.8%	21,864
	Property Rental-Playschool	77,580	45,255	45,252		45,252	3	100.0%	32,328	58.3%	45,252
	Sale of Property	-	-			-	-	0.0%	-	0.0%	501
	Donations/Contributions	-	-	60,500		60,500	(60,500)	100.0%	(60,500)	100.0%	14,286
	Miscellaneous Income	10,000	5,833	1,366		1,366	4,467	23.4%	8,634	13.7%	5,993
	<b>Total Revenues</b>	<b>9,158,996</b>	<b>5,342,748</b>	<b>4,836,943</b>	<b>186,906</b>	<b>5,023,849</b>	<b>318,898</b>	<b>94.0%</b>	<b>4,135,147</b>	<b>54.9%</b>	<b>5,516,414</b>
	<b>EXPENDITURES</b>										
City Council	Advertising/Noticing	3,000	1,750	680	1,160	1,840	(90)	105.1%	1,160	61.3%	-
	Professional Services	-	-			-	-	0.0%	-	0.0%	-
	Office Supplies	1,750	1,021	316		316	705	30.9%	1,434	18.0%	1,816
	Membership/Dues	8,400	4,900	4,447		4,447	453	90.8%	3,953	52.9%	8,400

Town of Atherton											
General Fund											
Financial Report for the Seven Months Ended January 31, 2011											
(Excl. Encumbrances)											
Dept	Description	Adjusted Budget FY10/11	7/12 of Budget	Actual July 10 to Jan 11	Accrual	Adjusted Actual July 10 to Jan 11	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Jan. 10
			58.3%								
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)
	Utilities	625	365	373		373	(9)	102.4%	252	59.7%	162
	Conferences	3,000	1,750	80		80	1,670	4.6%	2,920	2.7%	1,851
	Mileage Reimbursement	500	292			-	292	0.0%	500	0.0%	57
	Rent - Mach & Equipment	3,600	2,100	545		545	1,555	26.0%	3,055	15.1%	-
	Commission & Committee	2,000	1,167			-	1,167	0.0%	2,000	0.0%	-
	Special Events & Awards	-	-			-	-	0.0%	-	0.0%	-
	Office Equip & Furniture	7,000	4,083			-	4,083	0.0%	7,000	0.0%	-
	City Council Totals:	29,875	17,427	6,441	1,160	7,601	9,826	43.6%	22,274	25.4%	12,287
Administration (CM,CC,HR)	Salaries & Benefits	731,339	426,614	341,076	4,110	345,185	81,429	80.9%	386,154	47.2%	420,079
	Professional Services	46,611	27,190	54,429	17,190	71,619	(44,429)	263.4%	(25,008)	153.7%	18,728
	Supplies & Materials	8,072	4,709	4,054	432	4,485	223	95.3%	3,587	55.6%	4,390
	General Operations	23,435	13,670	16,197	141	16,338	(2,667)	119.5%	7,097	69.7%	23,944
	Capital Outlay	2,000	1,167	414		414	753	35.5%	1,586	20.7%	1,836
	Administration Totals:	811,457	473,350	416,170	21,872	438,042	35,308	92.5%	373,415	54.0%	468,977
City Attorney	Professional Services	300,000	175,000	165,059	79,600	244,659	(69,659)	139.8%	55,341	81.6%	278,378
	General Operations	-	-	-		-	-	0.0%	-	0.0%	-
	Supplies & Materials	-	-	-		-	-	0.0%	-	0.0%	-
	City Attorney Totals:	300,000	175,000	165,059	79,600	244,659	(69,659)	139.8%	55,341	81.6%	278,378
Finance	Salaries & Benefits	434,027	253,182	232,711	6,912	239,623	13,560	94.6%	194,404	55.2%	237,861
	Professional Services	152,029	88,684	105,360		105,360	(16,677)	118.8%	46,669	69.3%	56,763
	Supplies & Materials	3,300	1,925	390		390	1,535	20.3%	2,910	11.8%	1,176
	General Operations	29,500	17,208	9,186	121	9,308	7,901	54.1%	20,192	31.6%	4,722
	Capital Outlay	2,000	1,167	1,995		1,995	(828)	171.0%	5	99.8%	5,000
	Settlement Expense	-	-	-		-	-	0.0%	-	0.0%	-
	Finance Totals:	620,856	362,166	349,642	7,033	356,676	5,490	98.5%	264,180	57.4%	305,522
Planning	Professional Services	187,050	109,113	85,725	38,342	124,067	(14,954)	113.7%	62,983	66.3%	122,707
	Supplies & Materials	2,000	1,167	579		579	588	49.6%	1,421	28.9%	412
	General Operations	4,930	2,876	1,362		1,362	1,514	47.4%	3,568	27.6%	612
	Planning Totals:	193,980	113,155	87,666	38,342	126,008	(12,853)	111.4%	67,972	65.0%	123,731
Building	Salaries & Benefits	1,017,652	593,630	567,643	14,602	582,245	11,385	98.1%	435,407	57.2%	576,486
	Professional Services	21,070	12,291	89,968	18,392	108,359	(96,068)	881.6%	(87,289)	514.3%	16,157
	Supplies & Materials	15,700	9,158	1,748	70	1,818	7,340	19.8%	13,882	11.6%	6,721
	General Operations	15,950	9,304	8,222		8,222	1,082	88.4%	7,728	51.6%	2,656

Town of Atherton											
General Fund											
Financial Report for the Seven Months Ended January 31, 2011											
(Excl. Encumbrances)											
Dept	Description	Adjusted Budget FY10/11	7/12 of Budget	Actual July 10 to Jan 11	Accrual	Adjusted Actual July 10 to Jan 11	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to Jan. 10
			58.3%								
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(e)
	Capital Outlay	3,000	1,750	6,693		6,693	(4,943)	382.5%	(3,693)	223.1%	-
	Transfer to Bldg Const. Facility Fund	153,356	89,458	89,458		89,458	(0)	100.0%	63,898	58.3%	5,000
	Building Totals:	1,226,728	715,591	763,732	33,063	796,796	(81,204)	111.3%	429,932	65.0%	607,020
Non Dept.	Salaries & Benefits	3,510	2,048	1,654		1,654	394	80.8%	1,856	47.1%	-
	Professional Services	217,616	126,943	116,987		116,987	9,956	92.2%	100,629	53.8%	58,669
	Supplies & Materials	29,903	17,443	10,766		10,766	6,678	61.7%	19,137	36.0%	11,864
	General Operations	269,819	157,394	254,869	533	255,402	(98,007)	162.3%	14,417	94.7%	261,517
	Non-Dept. Totals:	520,848	303,828	384,275	533	384,808	(80,980)	126.7%	136,040	73.9%	332,051
Police	Salaries & Benefits	4,486,853	2,617,331	2,634,983	88,574	2,723,557	(106,226)	104.1%	1,763,296	60.7%	2,793,391
	Professional Services	221,765	129,363	168,324	5,113	173,437	(44,074)	134.1%	48,329	78.2%	190,682
	Supplies & Materials	129,844	75,742	46,245	9,045	55,290	20,452	73.0%	74,554	42.6%	56,278
	General Operations	165,662	96,636	90,341	5,030	95,371	1,265	98.7%	70,291	57.6%	318,429
	Capital Outlay	12,100	7,058	9,958		9,958	(2,900)	141.1%	2,142	82.3%	34,900
	Cops Grand	-	-	(59,834)		(59,834)	59,834	-100.0%	59,834	-100.0%	34,900
	Settlement Expense	-	-			-	-	0.0%	-	0.0%	-
	Police Totals:	5,016,224	2,926,131	2,890,016	107,763	2,997,779	(71,648)	102.4%	2,018,445	59.8%	3,393,680
Public Works & Parks	Salaries & Benefits	1,380,034	805,020	827,950	29,194	857,143	(52,124)	106.5%	522,891	62.1%	837,564
	Professional Services	40,833	23,819	13,551	1,180	14,731	9,088	61.8%	26,102	36.1%	122,202
	Supplies & Materials	74,950	43,721	23,967	1,831	25,798	17,923	59.0%	49,152	34.4%	37,101
	General Operations	366,432	213,752	154,291	4,743	159,034	54,718	74.4%	207,398	43.4%	113,706
	Capital Outlay	12,700	7,408	2,636	-	2,636	4,772	35.6%	10,064	20.8%	9,946
	Public Works Totals:	1,874,949	1,093,720	1,022,394	36,948	1,059,342	34,379	96.9%	815,607	56.5%	1,120,519
	<b>Total Expenditures</b>	<b>10,594,917</b>	<b>6,180,368</b>	<b>6,085,396</b>	<b>326,314</b>	<b>6,411,710</b>	<b>(231,341)</b>	<b>103.7%</b>	<b>4,183,207</b>	<b>60.5%</b>	<b>6,642,164</b>
	<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>(1,435,921)</b>	<b>(837,621)</b>	<b>(1,248,453)</b>	<b>(139,407)</b>	<b>(1,387,860)</b>	<b>550,240</b>	<b>165.7%</b>	<b>(48,061)</b>	<b>96.7%</b>	<b>(1,125,751)</b>
	<b>Other Financing Sources/(uses)</b>										
	Transfer from Special Parcel Tax Fund	888,463	518,270	518,270		518,270	0	100.0%	370,193	58.3%	390,432
	Transfer to Road Impact Fee Fund	(902,355)	(526,374)	(902,355)	-	(902,355)	375,981	171.4%	-	100.0%	
	<b>Total Transfer In(Out)</b>	<b>(13,892)</b>	<b>(8,104)</b>	<b>(384,085)</b>	<b>-</b>	<b>(384,085)</b>	<b>375,981</b>	<b>4740%</b>	<b>370,193</b>	<b>2765%</b>	<b>390,432</b>
	<b>Net Change in Fund Balance</b>	<b>(1,449,813)</b>	<b>(845,724)</b>	<b>(1,632,538)</b>	<b>(139,407)</b>	<b>(1,771,945)</b>	<b>926,221</b>	<b>210%</b>	<b>322,132</b>	<b>122%</b>	<b>(735,319)</b>
	Beg. Fund Balance - general fund	5,595,401				5,595,401					
	Beg. Fund Balance - Bldg Dept. OP Reserve	1,030,636				1,030,636					
	Proj. Ending Fund Balance	5,176,224				4,854,092					



## 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 FEBRUARY 16, 2011**

**SUBJECT: RESOLUTION AUTHORIZING ESCHEAT OF UNCLAIMED  
BUILDING AND PUBLIC WORKS DEPOSITS TO THE GENERAL  
FUND**

### **RECOMMENDATION**

Adopt the attached resolution approving the escheating of \$30,618.91 of unclaimed building deposits and \$45,036.00 of unclaimed public works deposits to the General Fund.

### **DISCUSSION**

With the assistance of temporary help, the Finance Department was able to reconcile and clean up records of deposits received for construction activities related to building and public works projects. The process was time consuming and required working with staff from the Building and Public Works Department to analyze every single transaction from 1995 for building deposits and 2003 for public works deposits.

The process included identifying deposits that remain active, deposits that have been refunded but were not coded properly, and journal entries that were booked without details. For the deposits that remain active, each individual department is responsible for monitoring and setting up procedures to either refund to customers upon completion of projects or recognize as income due to forfeiture as allowed by the Town's municipal ordinance.

Staff has identified \$30,618.91 of building deposits and \$45,036.00 of public works deposits where specific depositors cannot be identified due to lack of supporting documentation to the journal entries or where refunds were issued to the depositors but not reflected in the deposit accounts.

California Government Code sections 50050 and following establish procedures for handling unclaimed funds held by public agencies. Where the depositor can be identified, the funds must be held for three years and notice published before any unclaimed funds become agency property. Government Code section 50055 provides that no publication of notice is required and the funds can be escheated after one year when the depositor cannot be identified. All these funds have been held for more than one year. Listings of the complete details of the funds proposed for escheat are on file in the office of the Finance Director.

City Council approval is required for the transfer of funds to take place.

**FISCAL IMPACT**

\$75,654.91 will be recognized as miscellaneous income in General Fund in FY 2011.

Prepared by:

Approved by:

---

Louise Ho, Finance Director

---

John Danielson, Interim City Manager

Attachment:  
Resolution

**RESOLUTION NO. 11-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
AUTHORIZING THE ESCHEAT OF UNCLAIMED BUILDING  
AND PUBLIC WORKS DEPOSITS TO THE GENERAL FUND**

**WHEREAS**, the Finance Department has completed a reconciliation of financial records and determined that the Town of Atherton holds \$30,618.91 of unclaimed Building Department deposits and \$45,036.00 of unclaimed Public Works Department deposits, the owners of which cannot be identified; and

**WHEREAS**, Government Code section 50055 provides that such funds shall become the property of the agency holding them after a period of one year; and

**WHEREAS**, the deposits referenced herein have been held by the Town for more than one year;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton does hereby recommend:

1. The unclaimed Building Department and Public Works Department deposits identified in two reports on file with the Finance Director of the Town of Atherton entitled *Unclaimed Property Payable/DPW Department/DPW Deposit Analysis (6/30/200)* and *Unclaimed Property Payable/Building Department/Building Deposit Final Reconciliation (10/15/2010)* are hereby declared to be the property of the Town of Atherton.

2. The funds shall be transferred to the Town's General Fund.

\* \* \* \* \*

*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 16th day of February, 2011, by the following vote:*

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

\_\_\_\_\_  
Jim Dobbie, MAYOR  
TOWN OF ATHERTON

ATTEST:

---

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

---

Wynne Furth, City Attorney



## 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 FEBRUARY 16, 2011**

**SUBJECT: ACCEPTANCE OF FISCAL YEAR 2009-2010 SINGLE AUDIT REPORT**

### **RECOMMENDATION**

Accept FY 2009-2010 Single Audit Report.

### **DISCUSSION**

The Single Audit Act and Office of Management and Budget (OMB) Circular A-133, *Audits of State, Local Governments, and non-profit organizations*, requires entities that expend equal to or in excess of \$500,000 of Federal awards in a fiscal year to have an audit performed in accordance with the Single Audit Act. In FY 2009-10, the Town expended \$463,061 in the reconstruction of Atherton Avenue and \$61,305 in the construction of Holbrook-Palmer Park trail and bridge, for a total of \$524,366. As a result, the Town is subject to the Single Audit requirement. The Single Audit Report is due to the State of California Controller's Office nine months after the end of a fiscal year.

The Town external auditor Maze & Associates performed the audit in January 2011 and issued the Single Audit Report. No significant deficiency or material weakness was found and the Town received an "unqualified" opinion. The Audit Committee reviewed the draft Single Audit Report on February 2, 2011, and is recommending that the City Council accept the report.

### **FISCAL IMPACT**

The fee for the single audit is \$6,094. \$3,291 was budgeted in FY 2009-10 but unexpended. \$2,803 was budgeted in FY 2010-11. Staff will be bringing forward a mid-year budget

adjustment to carry over the \$3,291 from FY 2009-10 to FY 2010-11 Finance Department budget to pay for the single audit.

Prepared by:

Approved by:

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Louise Ho, Finance Director

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John Danielson, Interim City Manager

Attachment:

FY 2009-10 Single Audit Report

**TOWN OF ATHERTON**  
**SINGLE AUDIT REPORT**  
**FOR THE YEAR ENDED JUNE 30, 2010**

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**TOWN OF ATHERTON**  
**SINGLE AUDIT REPORT**  
**For The Year Ended June 30, 2010**

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**TOWN OF ATHERTON**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**For The Year Ended June 30, 2010**

**SECTION I—SUMMARY OF AUDITOR’S RESULTS**

**Financial Statements**

Type of auditor’s report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified?            Yes       X       No
- Significant deficiency(ies) identified that are not considered to be material weaknesses?            Yes       X       None Reported

Noncompliance material to financial statements noted?            Yes       X       No

**Federal Awards**

Type of auditor’s report issued on compliance for major programs: Unqualified

Internal control over major programs:

- Material weakness(es) identified?            Yes       X       No
- Significant deficiency(ies) identified that are not considered to be material weaknesses?            Yes       X       None Reported

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133?            Yes       X       No

Identification of major programs:

CFDA#(s)	Name of Federal Program or Cluster
20.205 & 20.219	ARRA - Highway Planning & Construction Cluster

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee?            Yes       X       No

## **SECTION II – FINANCIAL STATEMENT FINDINGS**

Our audit did not disclose any significant deficiencies, or material weaknesses or instances of noncompliance material to the basic financial statements. We have also issued a separate Memorandum on Internal Control dated September 28, 2010, which is an integral part of our audits and should be read in conjunction with this report.

## **SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

Our audit did not disclose any findings or questioned costs required to be reported in accordance with section 510(a) of OMB Circular A-133.

**SECTION IV - STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS –**  
Prepared by Management

**Financial Statement Prior Year Findings**

There were no prior year Financial Statement Findings reported.

**Federal Award Prior Year Findings and Question Costs**

There were no prior year Federal award findings and question costs reported.

**TOWN OF ATHERTON**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

For the Fiscal Year Ended June 30, 2010

<u>Federal Grantor/ Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<b>Highway Planning and Construction Cluster</b>			
Department of Transportation <b>Pass-Through</b> Programs From:			
California Department of Parks & Recreation ARRA - Recreation Trails Program	20.219	RT-41-004	\$61,305
California Department of Transportation ARRA - Highway Planning & Construction	20.205	ESPL-5261 (006)	<u>463,061</u>
Subtotal Department of Transportation <b>Pass-Through</b> Programs			<u>524,366</u>
Total Highway Planning and Construction Cluster			<u>524,366</u>
Total Expenditures of Federal Awards			<u><u>\$524,366</u></u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

**TOWN OF ATHERTON**

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For The Year Ended June 30, 2010**

**NOTE 1-REPORTING ENTITY**

The Schedule of Expenditure of Federal Awards (the Schedule) includes expenditures of federal awards for the Town of Atherton, California and its component units as disclosed in the notes to the Basic Financial Statements.

**NOTE 2-BASIS OF ACCOUNTING**

Basis of accounting refers to *when* revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. All governmental funds and agency funds are accounted for using the modified accrual basis of accounting. All proprietary funds are accounted for using the accrual basis of accounting. Expenditures of Federal Awards reported on the Schedule are recognized when incurred.

**NOTE 3-DIRECT AND INDIRECT (PASS-THROUGH) FEDERAL AWARDS**

Federal awards may be granted directly to the Town by a federal granting agency or may be granted to other government agencies which pass-through federal awards to the Town. The Schedule includes both of these types of Federal award programs when they occur.

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and City Council  
of the Town of Atherton, California

We have audited the financial statements of the Town of Atherton as of and for the year ended June 30, 2010, and have issued our report thereon dated September 28, 2010. We conducted our audit in accordance with generally accepted auditing standards in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

***Internal Control over Financial Reporting***

In planning and performing our audit, we considered the Town's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Town's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance and other matters that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control dated September 28, 2010, which is an integral part of our audits and should be read in conjunction with this report.

This report is intended solely for the information and use of City Council, the audit committee, management, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Maze & Associates*

September 28, 2010

**REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT  
AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Independent Auditor's Report

Honorable Mayor and City Council  
of the Town of Atherton, California

**Compliance**

We have audited Town of Atherton's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs for the year ended June 30, 2010. The Town's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Town's management. Our responsibility is to express an opinion on the Town's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Town of Atherton's compliance with those requirements.

In our opinion, the Town of Atherton complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2010.

**Internal Control Over Compliance**

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Town's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

**Schedule of Expenditures of Federal Awards**

We have audited the financial statements of the Town as of and for the year ended June 30, 2010, and have issued our report thereon dated September 28, 2010. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

This report is intended solely for the information and use of management, City Council, the audit committee, federal awarding agencies, and passthrough entities and is not intended to be and should not be used by anyone other than these specified parties.

*Maze & Associates*

January 11, 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 FEBRUARY 16, 2011**

**SUBJECT: ADOPT A RESOLUTION APPROVING A “NO PARKING  
ANYTIME” ZONE ON THE SOUTH SIDE OF JAMES  
AVENUE FROM THE MIDDLEFIELD ROAD GATE TO  
100 FEET EAST OF THE GATE AND PAINT THE CURB  
RED**

#### **RECOMMENDATION:**

Adopt a Resolution approving a “No Parking Anytime” zone on the south side of James Avenue from the Middlefield Road gate to 100 feet east of the gate, including painting the existing curb red.

#### **INTRODUCTION:**

A resident requested the no parking zone because vehicles attending Encinal School functions were parking and blocking pedestrian and bicycle access to the gate causing pedestrians and bicycles, including school-bound children, to walk in the street just inside the gate. Visibility from cars entering the gate at this location is restricted

#### **ANALYSIS:**

The portion of James Avenue being considered for a No Parking Zone also has a curb in the median, approaching the gate posts. This curbed median makes it difficult for drivers to pass by parked cars leaving sufficient room for pedestrians and bicycles to safely negotiate the segment of roadway if cars are parked there. At the east end of the existing curb there is no median curb, allowing drivers to pass safely by parked cars. Also at this

location the parkway behind the curb is available for pedestrians and bicycles to use. The adjacent property at 102 Heather Drive fronts and has access only on Heather Drive, having no access to or view to James Avenue. The Transportation Committee considered the item at their January 11, 2011 meeting and recommended that the Council approve the “No Parking Anytime” zone.

**FISCAL IMPACT:**

The “No Parking Anytime” zone will require two signs at a cost of \$300 per sign for a total cost of \$600, plus crew time to install the signs and to paint the existing curb red.

Prepared By:

Approved:

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

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John Danielson  
Interim City Manager

Attachments: Resolution





## 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 FEBRUARY 16, 2011**

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE  
OF COMPLETION FOR THE 09-10 ATHERTON CAPE SEAL PROJECT  
NUMBER 09-001**

### **RECOMMENDATION**

Pass a motion accepting work, authorizing recording of a notice of completion for the Atherton Cape Seal Project Number 09-001 .

### **INTRODUCTION**

The Council awarded a contract in October, 2009 to International Surfacing Systems (ISS) for 272,519.33, with a \$27,252 construction contingency, for a total authorized amount of \$299,771.26.

Work under the contract was halted prior to completion because the material being used was not performing adequately in colder weather (it would not set up quickly enough to be used on arterials or streets in front of schools). The contractor was given an opportunity to perform the remaining work in the summer of 2010, when it was warmer and schools were not in session, but was unable to perform in the available time window. The contract was therefore cancelled and the remaining work will be included in the next pavement rehabilitation contract. The work that was completed was performed satisfactorily, after some corrections were made in the fall of 2010.

### **ANALYSIS**

The original contract price was for \$272,519.33. There were no field directive change orders and quantity decreases of \$137,704.56 bringing the total contract to \$134,814.77. The contract changes were as follows:

1. Original Contract	\$272,519.33
2. Quantity Increases/Decreases	<u>-\$137,704.56</u>
TOTAL	\$134,814.77

**FISCAL IMPACT**

Funding for this project in the amount of \$317,000.00 is included in the FY 2009-10 budget. The final cost of this segment of work is \$134,814.77, 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  
Certificate of Completion

**RECORD REQUESTED BY:**

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

**CITY CLERK, TOWN OF ATHERTON**

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

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

2009 CAPE SEAL  
PROJECT NO. 09-001  
ATHERTON, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT Duncan L. Jones, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 28th day of January, 2011 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to International Surfacing Systems on the 16th day of September, 2009, said contract being executed on the 13<sup>th</sup> day of October, 2009.

That said work and improvements were accepted as completed on the 28th day of January, 2011, and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 16<sup>th</sup> day of February, 2011, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Western Surety Company, 2210 Plaza Dr. Suite 150, Rocklin, Ca. 95765.

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

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

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

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

\_\_\_\_\_  
Atherton, CA  
(Date and Place)

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





## 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 FEBRUARY 16, 2011**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK  
THOMAS & COMPANY, INC. 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 Mark Thomas & Company to provide surveying services for the Holbrook-Palmer Park Survey in an amount not exceed \$29,965, plus a 10% contingency, for a total authorization of \$32,961.50.

#### **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 2007. Mark Thomas was the selected firm.

#### **ANALYSIS:**

Mark Thomas did a good professional job with the surveys prepared last year. Staff reviewed the proposal presented by Mark Thomas 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 \$29,965.00. A 10% contingency of \$2,996.50 would bring the total authorization to \$32,961.50, 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 \$14,982.50 each, or \$16,480.75 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.

**ALTERNATIVE:**

The alternative to surveying the entire park, is surveying only the necessary area where the library would impact the park (approximately 7.5 acres). The cost of this survey would be charged to the Library Fund in the same amount as half of the total park \$14,982.50 (\$16,480.75 with contingency), and Parcel Tax fund would make up the difference of \$3,612.50 for a total fee estimate of \$18,595. A 10% contingency of \$1,859.50 would bring the total authorization to \$20,454.50.

While the library site is only approximately one-third of the park, the aerial survey portion would not be reduced for the smaller site (the airplane would still have to fly and the stereo plotting task performed). Aerial photographs and digital mapping for the entire park would be prepared. The reduction to the Town cost would be the supplemental survey to pick up park elements outside the library site that are not visible in the aerial photographs. Staff recommends that the supplemental survey be performed and that the total park site be fully surveyed.

Prepared By:

Approved:

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

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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 **MARK THOMAS AND COMPANY** ("Consultant").

### RECITALS

WHEREAS, Town desires to obtain **professional land surveying** services in connection with the **Holbrook-Palmer Park Survey project**;

WHEREAS, Consultant hereby represents 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 **Julia MacRory, Project 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 **February 28<sup>th</sup>, 2011** and must be completed not later than **June 30<sup>th</sup>, 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 nine hundred sixty-five Dollars (\$29,965.00)** ("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. 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 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, and employees 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, after final payment, shall 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



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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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

30. 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.

31. 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.

32. 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.

33. 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”**

## **Holbrook-Palmer Park**

### **Scope of Work**

#### **1. Holbrook-Palmer Park Topographic Exhibit**

The topographic survey of Holbrook-Palmer Park will include all of the park’s approximately 22 acres. Since about a quarter of the park is covered in part by trees, the most cost-effective method to produce a Topographic Exhibit would be a combination of aerial topographic mapping and supplemental topographic surveying. This site has been reviewed by a photogrammetrist, who has determined that enough spot elevations can be determined through existing trees to make aerial topographic mapping a viable option for this site. Features not visible on the aerial mapping will be located by supplemental topographic field surveying.

The following paragraphs describe the field and office tasks to be performed for this project. They will be performed under the direct supervision of a licensed Land Surveyor.

##### **1.1 Project control and monument ties**

In order to provide a relationship between the field topographic survey, aerial topographic mapping and record property lines, the following tasks will be performed by Mark Thomas and Company (MTCO):

- A basis of bearings will be established from existing recorded maps and monuments
- Field survey the Northings, Eastings and elevations of five flight markers set for use in the aerial topographic mapping.
- The survey will be conducted on an assumed coordinate system with assumed elevations.
- A basis of bearings will be established from existing recorded maps and monuments.

##### **1.2 Record property lines**

MTCO will perform research to obtain recorded maps, documents and corner records from the County of San Mateo. From this research, record property lines of the Park will be created in AutoCad. A title report along with back-up documents would need to be provided by the Town of Atherton if it is required that easements and other encumbrances are shown upon the Topographic Exhibit.

A preliminary investigation of the County Records did not produce a vesting deed for this property. The Town may have to provide one if sufficient records cannot be found.

##### **1.3 Supplemental topographic survey, reduction and auto-line-work creation**

MTCO will conduct a supplemental field survey within the park to collect the locations and elevations of the surface-visible features not show on the aerial topographic mapping listed below:

- Edge of pavement, centerline, bike lanes, gutter lines, top and bottom of curb lines, crown lines and grade break lines.
- Swales and ditches.
- Valley gutter and curb & gutter.
- Spot elevations within the dirt next to edge of pavement and at right of way lines.
- Culverts.
- Driveway and sidewalk locations.
- Manholes with invert information
- Cleanouts, valve-covers, water meters and structural footings.
- Above-ground utility facilities such as poles, guy wires and boxes.
- Pavement markings and stripings.
- Underground Surface Alert markings
- Signs and legend
- Trees
- Landscape features such as shrubs, planting beds, border, walkways and retaining walls.
- Other features which may influence design.
- Fences, walls and gates.

#### **1.4 Exhibit Drafting and QA/QC**

The information collected during the supplemental topographic survey will be superimposed upon the aerial topographic mapping and the record property lines to create a comprehensive Topographic Exhibit. This exhibit will be produced at a scale of 1"=20' and include one-foot contours. Before the final product is delivered to the Town, a final "walk through" will be performed to ensure that all features are correctly represented.

#### **1.5 Aerial Topographic Mapping**

MTCO will engage an aerial subconsultant to provide aerial topographic mapping of the park site.

#### **Exclusions**

- Title reports
- Record of Survey

**EXHIBIT “B”**  
**Schedule of Performance**

MTCO can begin work within five working days of receipt of a signed agreement or a written Notice to Proceed. The delivery of the topographic exhibit will occur approximately 30 working days thereafter.

The following proposed schedule assumes a starting date of February 28, 2010. The topographic exhibit would be completed by April 8, 2011. Mark Thomas and Company, Inc., is not responsible for delays beyond their reasonable control.

## EXHIBIT "C"

### Compensation

Job Tasks	Survey Manager Rate = \$150	Project Surveyor Rate = \$130	2-Person Crew Rate = \$215	Dollars Budgeted			
	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	
<b>1.Holbrook-Palmer Topographic Exhibit</b>							
1.1 Project control and monument ties	2.0	300	16.0	2,080	16.0	3,440	5,820
1.2 Record property lines		0	12.0	1,560		0	1,560
1.3 Supplemental topographic survey		0	16.0	2,080	40.0	8,600	10,680
1.4 Drafting and QA/QC	6.0	900	60.0	7,800		0	8,700
1.5 Aerial photogrammetric subconsultant				0			3,175
<b>Reimbursables</b>							30
<b>Cost Totals</b>	8	1,200	104	13,520	56	12,040	<b>29,965</b>

**Exhibit "D"**  
**Holbrook-Palmer Park**  
**Sub-consultants**

The aerial mapping for this project will be provided by:

Radman Aerial Surveys, Inc.  
6220 24<sup>th</sup> Street  
Sacramento, CA 95822  
(916) 391-1651 Tel.  
(916) 391-6537 Fax  
[Radaerial@aol.com](mailto:Radaerial@aol.com)



## 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 FEBRUARY 16, 2011

**SUBJECT:** APPROVE GROUP 4 ARCHITECTURE RESEARCH +  
PLANNING, INC. AS THE ARCHITECT FOR THE NEW  
ATHERTON LIBRARY CONCEPT PHASE

#### **RECOMMENDATION:**

Approve the selection of Group 4 Architecture Research + Planning, Inc. as the Architect for the concept phase of the new Atherton Library.

#### **INTRODUCTION:**

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.

#### **ANALYSIS:**

Twenty-three (23) proposals were received. The Selection Committee reviewed all proposals and short-listed six firms for interviews. The interviews were conducted on February 9, 2011. The Selection Committee made their recommendation of the top three firms in rank order. Council is asked to approve the recommendation of the Selection Committee as follows:

1. Group 4 Architecture Research + Planning, Inc.
2. Leddy Maytum Stacy Architects
3. Siegel & Strain Architects

After approval, Town and Library staff and the Atherton Library Building Steering Committee (ALBSC) will commence negotiations of the scope of work and fee with the top ranked firm, Group 4 Architecture Research + Planning, Inc.. If a reasonable scope and fee cannot be negotiated with the top ranked firm, negotiations will commence with the next ranked firm. A Design Services Agreement will be brought to Council for approval at the March 2011 meeting.

**FISCAL IMPACT:**

There is no fiscal impact of this action. The cost of the Conceptual Design Services phase of work will be determined for the March 2011 Council meeting.

Prepared By:

Approved:

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

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John Danielson  
Interim City Manager



## 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 FEBRUARY 16, 2011**

**SUBJECT: PROGRESS REPORT ON CONSTRUCTION AT 297 POLHEMUS,  
ATHERTON**

### **RECOMMENDATION**

Authorize the continued extension of the deadline for the collection of deposits and charging of fines for subject property, receive and file this 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 timeline has been provided and is attached for review.

The Building Official was directed to conduct a personal inspection accompanied by the property owner to determine the status of the project and confirm that it is possible to complete the project

as required by the City Council. On February 1, 2011 an inspection was made of the property and observations of the status of the project are as follows:

- All drainage on the site has been completed and the property owner has provided a copy of the building permit to confirm it was inspected by the Town. (attached)
- The exterior stucco has been completed
- The interior radiant floor heating system was nearly complete and was being actively worked on at the time of inspection.
- Interior framing was almost complete with some final sheer walls being nailed at the time of inspection.
- The inside of the garage was almost finished and painting was being done on the interior of the garage at the time of inspection.
- The fire sprinkler contractor was installing sprinkler piping at the time of inspection
- Pavers were being installed in front of the garage.

As a part of the inspection it was recommended that the property owner provide a dumpster or other container and remove construction debris from the site and maintain reasonable order to the site for the remainder of the project.

The Building Inspector, Joe Aiello has been directed to visit the site and determine the status of construction and inspection activities. A report has been prepared and is attached with his observations and comments. Also included is the record of inspection activities including the most recent inspections in the last 30 days.

Mr. Aiello has been directed to visit the site weekly and report problems or issues immediately to the Building Official should they occur.

A second inspection was made by the Building Official at the site of February 9, 2011 and the radiant floor heating system piping has been completed and the cement finish for the floor has been installed.

The pavers in front of the garage has been finished  
Drywall was being loaded into the home for installation  
Interior doors were beginning to be installed  
The front fence was being constructed.

## **CONCLUSION**

Staff recommends that the City Council continues the actions of January 16, 2011

## **FISCAL IMPACT**

None

Prepared by:

Approved by:

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Dennis Lockard  
Interim Building Official

---

John H. Danielson  
Interim City Manager

**Attachments:**

January 26, 2011 letter from property owner

Proposed Timeline for Construction

Report from Town Inspector Joe Aiello, dated February 9, 2011

Grading and Drainage Permit



**Front Fence line 2/1/2011**



**Front Fence line 2/9/2011**



**Front of house 2/1/2011**



**Front of house 2/11/2011**



**West side of the house 2/1/2011**



**Rear fence line of property 2/1/2011**



**Rear fence line of property 2/1/2011**



**Pool house 2/1/2011**



**Rear wall of garage 2/1/2011**



**Rear of main house 2/1/2011**



**Driveway in front of garage 2/1/2011**



**Driveway with pavers 2/11/2011**



**Main corridor in residence 2/1/2011**



**Main corridor in residence 2/9/2011**



**Construction progress main floor 2/1/2011**



**Entry 2/1/2011**



**Construction 2/1/2011**



**Construction 2/1/2011**



**Basement 2/1/2011**



**Interior of Residence 2/9/2011**



**Main entry loading drywall 2/9/2011**



**Construction 2/9/2011**



**Town of Atherton**  
**Building Department**

91 Ashfield Road  
Atherton, California 94027  
Phone: (650) 752-0560  
Fax: (650) 688-6539

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January 26, 2011

Mr. Shawn Massihpour  
111 W. St John Street #950  
San Jose CA 95113

**Subject: Status and timeline for completion for 297 Polhemus, Atherton, California**

Dear Mr. Massihpour,

At the City Council meeting of January 19, 2011 the City Council granted your petition to delay the collection of the required deposit of \$30,000 in accordance with 15.40.180 of the Atherton Municipal Code.

The City Council also elected to defer collection of the fines and penalties associated with the ordinance based on your promise to give prompt attention to completing your project. Instructions as part of the City Council action include:

- A complete list of the tasks completed and the work remaining to complete your project.
- Timelines including the estimated start and completion date of each of the remaining work to complete your project.
- Inspection and verification of the remaining work by the Building Official and a written report to the City Council validating the work remaining to complete the project can be accomplished in 180 days or less.

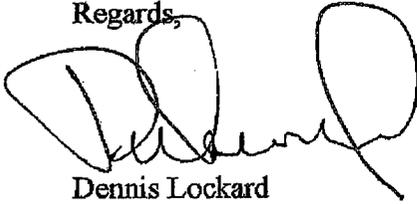
Based on the City Council actions please provide the current status of your project, remaining tasks and timelines in written form to the Building Department on or before February 1, 2011.

Please schedule an inspection when you can meet the Building Official on site. This inspection must be completed by February 2, 2011 to allow time for preparing the status report to City Council.

Based on City Council actions regular contact with the Town is necessary, progress on your project is imperative, and the Building Department will keep the City Council informed on the status and planned completion of your project. Failure to continue earnest efforts to complete your project may result in the imposition of fines and penalties and require the immediate posting of the deposits as prescribed in the Municipal Code.

Our goal is to assist you in completing your project. If you have any questions or if I may be of further service please contact me directly at the Building Department office.

Regards,

A handwritten signature in black ink, appearing to read 'Dennis Lockard', written over a light blue horizontal line.

Dennis Lockard  
Interim Building Official  
Town of Atherton







**BUILDING DEPARTMENT  
PERMIT CENTER**  
91 Ashfield Road  
Atherton, California 94027  
Office (650) 752-0560  
Fax (650) 614-1224

**STATUS: CONTINUING CONSTRUCTION 297 POLHEMUS**

February 9, 2011

Dennis,

I have attached current Inspection activity reports for the continuing construction at 297 Polhemus.

As you can see, the four active projects are at varying degrees of completion. The Main House (39357) is working to complete a correction notice which would complete rough framing and allow close up of the interior walls.

The Garage (39358) and Guest House (39359) are complete through Drywall. Only the Wall has been completed from the Permit: Entry Gates, Pedestrian Gate and Wall (BP08-00162).

The Grading and Drainage Permit (38750) shows no record of inspection in CRW, I believe Duncan Jones has inspection results for that, as it was handled by consultants during installation.

I am preparing to initiate a program that utilizes regularly scheduled inspections (2-3 days) per week to better track progress and encourage continuous progress to completion. I will provide you with details as they become available.

Thank You,  
Joseph S. Aiello  
Building Inspector / Plan Checker  
Town of Atherton

**INSPECTION ACTIVITY REPORT**

Permit No. 39357

Site Address 297 POLHEMUS

Applied 6/21/2007	Applicant	Lot
Approved	Owner MASSIHOUPUR	Block
Issued 1/8/2008	Contractor	Tract
Parent Permit	Description NEW REW W/BASEMENT	
	Notes NEW REW W/BASEMENT	

Scheduled	Completed	Time	Type	Inspector	Result	Remarks	Inspector's Comments
	5/27/2008		SURVEY LTR		PASS	ASE CONSULTING	
			FOOTINGS		PASS	ASE CONSULTING	
			SLAB STEEL		PASS		
	7/18/2008		FOOTINGS		PASS	ASE CONSULTING	
	7/18/2008		HOLD DOWN BOLTS		PASS		
	7/18/2008		SETBACK VERIFICATION		PASS	ASE CONSULTING	
4/28/2008	4/28/2008		SEE NOTES	JB	SEE NOTES		Inspection Type: UNDERGROUND SLAB, PUMBING 10 FEET  Inspection Result: OK PROVIDE WATER TEST
5/13/2008 PM	5/13/2008	1:30	UNDERFLOOR	JB	FAILED	a leak	
5/13/2008 PM	5/13/2008 PM		SLAB STEEL	JB	PASS		
5/13/2008 PM	5/13/2008 PM		ENGINEER LETTER	JB	PASS		
5/13/2008 PM	5/13/2008 PM		SURVEY LTR	JB	PASS		
5/13/2008 PM	5/13/2008 PM		HOLD DOWN BOLTS	JB	PASS		
5/13/2008 PM	5/13/2008 PM		FOOTINGS	JB	PASS		
5/13/2008 PM	5/13/2008	3:30	FORMS	JB	PASS		
5/28/2008 PM	5/28/2008	3:30	BASEMENT WALL DBL UP	JB	PASS		
6/5/2008 AM	6/5/2008	11:3	BASEMENT WALL DBL UP	JB	PASS		
7/10/2008 AM	7/10/2008	11:3	UNDER FLOOR	JB	PASS	under slab plbg o.k	
7/18/2008 AM	7/18/2008	9:30	UFER	JB	PASS		
7/18/2008 AM	7/18/2008	9:30	HOLD DOWN BOLTS	JB	PASS	ground level	
7/18/2008 AM	7/18/2008	9:30	GRADE BEAMS	JB	PASS	ground level	
7/18/2008 AM	7/18/2008	9:30	FOOTINGS	JB	PASS	ground level	
7/18/2008 AM	7/18/2008	9:30	SLAB STEEL	JB	PASS	ground level	
7/18/2008 AM	7/18/2008	9:30	FORMS	JB	PASS	ground level	
7/18/2008 AM	7/18/2008	9:30	PIERS	JB	PASS	ground level	
10/29/2008AM	10/29/2008	11:3	ROOF NAIL	JB	CORRECTION:	the work not completed	
11/6/2008 PM	11/6/2008	3:00	HEIGHT VERIFICATION	JB	PASS	A.S.E. CONSULTING	
11/6/2008 PM	11/6/2008	3:00	ROOF NAIL	JB	PASS		
11/12/2008PM	11/12/2008	3:30	EXTERIOR SHEATHING	JB	PASS	nailing and strapping	
4/21/2009 PM	4/21/2009		SUBFLOOR SHEAR NAIL	JA	PASS		
8/20/2009 PM	8/20/2009		EXTERIOR LATH	JA	PASS		

INSPECTION ACTIVITY REPORT

11/5/2009	PM	11/5/2009	UNDERGROUND GAS	JA	FAILED	NOT READY	
11/5/2009	PM	11/5/2009	UNDERGROUND	JA	FAILED	NOT READY	
11/12/2009	PM	11/12/2009	WATER SERVICE	JA	PASS		
11/12/2009	PM	11/12/2009	SEWER	JA	PASS		
11/12/2009	PM	11/12/2009	UNDERGROUND	JA	PASS		
11/12/2009	PM	11/12/2009	UNDERGROUND GAS	JA	PASS		
7/22/2010		7/22/2010	ROUGH ELECTRIC	JA	PASS		
7/28/2010	PM	7/28/2010	ROUGH PLUMBING	JA	FAILED	deficient - not ready	
8/2/2010		8/2/2010	ROUGH PLUMBING	JA	FAILED		
8/3/2010		8/3/2010	TOPOUT	JA	PASS		
8/3/2010		8/3/2010	ROUGH PLUMBING	JA	PASS		
8/3/2010		8/3/2010	ROUGH GAS	JA	PASS		
1/20/2011		1/20/2011	ROUGH FRAMING	JA	FAILED	SEE NOTES	PROVIDE DRAFTSTOPPING, FIREBLOCKING AND PLASTER RINGS AS NEEDED THROUGHOUT.
1/27/2011		1/27/2011	ROUGH FRAMING	JA	FAILED	see notes	complete sprinkler installation and provide proof of Menlo Fire Approval provide counter strapping @ flues in chimney chases. provide structural strapping at overbored/overnotched double top plates provide nailing protection where needed (1 1/2" or less). Double check draftstopping and fireblocking between ground floor and basement.
2/3/2011	PM	2/3/2011	UNDER FLOOR PLUMB	KC	PASS	radiant heat	Complete all aforementioned items and call to schedule re-inspection.

INSPECTION ACTIVITY REPORT

Permit No. 39358

Site Address 297 POLHEMUS

Applied 6/21/2007  
Approved  
Issued 1/8/2008  
Parent Permit

Applicant  
Owner MASSIHPOUR  
Contractor  
Description NEW ACC/DETACHED GARAGE  
Notes

Lot  
Block  
Tract

Requested Time / By	Scheduled Completed	Inspection Type	Inspector	Result	Remarks	Notes
7/28/2008 09:31 KR	7/18/2008	HOLD DOWN BOLTS		PASS		
7/28/2008 09:31 KR	7/18/2008	GRADE BEAMS		PASS		
7/28/2008 09:32 KR	7/18/2008	SURVEY LTR		PASS	ASE CONSULTING	
7/18/2008 16:31 JB	7/18/2008 AM	FOOTINGS	JB	PASS		
7/18/2008 16:31 JB	7/18/2008 AM	GRADE BEAMS	JB	PASS		
7/18/2008 16:31 JB	7/18/2008 AM	HOLD DOWN BOLTS	JB	PASS		
7/18/2008 16:31 JB	7/18/2008 AM	UFER	JB	PASS		
7/18/2008 16:31 JB	7/18/2008 AM	ENGINEER LETTER	JB	PASS		
7/17/2008 16:16 KR	7/18/2008 AM 7/18/2008 9:30	SLAB STEEL	JB	NO ENTRY	not ready	
7/18/2008 16:31 JB	7/18/2008 AM 7/18/2008 AM	FORMS	JB	PASS		
7/18/2008 16:31 JB	7/18/2008 AM 7/18/2008 AM	SETBACK VERIFICATION	JB	PASS		
7/29/2008 16:13 KR	7/30/2008 AM	ROOF NAILING	JB	<none>	VOIDED (JB 7/30/2008)	
7/30/2008 12:28 JB	7/30/2008 AM 7/30/2008 AM	SLAB STEEL	JB	PASS		
7/30/2008 12:28 JB	7/30/2008 AM 7/30/2008 AM	UNDER-SLAB	JB	PASS		
10/29/2008 12:27 JB	10/29/2008 AM 10/29/2008 AM	HEIGHT VERIFICATION	JB	PASS		
10/28/2008 15:39 KR	10/29/2008 AM 10/29/2008 11:30	ROOF NAIL	JB	PASS		
10/29/2008 12:27 JB	10/29/2008 AM 10/29/2008 AM	EXTERIOR SHEATHING	JB	PASS		
6/4/2009 16:41 JA	6/4/2009 6/4/2009	TOPOUT	JA	PASS		
6/4/2009 16:41 JA	6/4/2009 6/4/2009	ROUGH MECHANICAL	JA	PASS		
6/3/2009 15:55 KR	6/4/2009 AM 6/4/2009	ROUGH PLUMBING	JA	PASS		
6/3/2009 15:55 KR	6/4/2009 AM 6/4/2009	ROUGH ELECTRIC	JA	PASS		
6/3/2009 15:55 KR	6/4/2009 AM 6/4/2009	FRAMING	JA	PASS		
8/19/2009 15:20 KR	8/20/2009 PM 8/20/2009	EXTERIOR LATH	JA	PASS		
11/5/2009 14:32 KR	11/5/2009 PM 11/5/2009	UNDERGROUND	JA	FAILED	NOT READY	

### INSPECTION ACTIVITY REPORT

11/5/2009 14:32 KR	11/5/2009 PM 11/5/2009	UNDERGROUND GAS	JA	FAILED NOT READY
11/9/2009 14:48 KR	11/12/2009 PM 11/12/2009	UNDERGROUND GAS	JA	PASS
11/9/2009 14:48 KR	11/12/2009 PM 11/12/2009	WATER SERVICE	JA	PASS
11/12/2009 14:37 KR	11/12/2009 PM 11/12/2009	UNDERGROUND	JA	PASS
11/12/2009 14:37 KR	11/12/2009 PM 11/12/2009	SEWER	JA	PASS

INSPECTION ACTIVITY REPORT

Permit No. 39359

Site Address 297 POLHEMUS

Applied 6/21/2007  
Approved  
Issued 1/8/2008  
Parent Permit

Applicant  
Owner MASSIHPOUR  
Contractor  
Description NEW ACCESSORY STRUCTURE -- GUEST HOUSE  
Notes

Lot  
Block  
Tract

Requested Time / By	Scheduled Completed	Inspection Type	Inspector	Result	Remarks	Notes
7/30/2008 13:36 KR	7/24/2008 AM	HEIGHT VERIFICATION		PASS	A.S.E. CONSULTING	
	4/23/2008	UNDERFLOOR	JB	OK		
	4/23/2008	PLUMBING				
	4/25/2008	SEE NOTES	JB	OK		
	4/25/2008					
5/5/2008 10:40 KR	5/1/2008	UNDERFLOOR	JB	PASS		
	5/1/2008					
7/30/2008 12:26 JB	7/30/2008 AM	HEIGHT VERIFICATION	JB	PASS		
	7/30/2008 AM					
7/29/2008 16:12 KR	7/30/2008 AM	ROOF NAILING	JB	PASS		
	7/30/2008 11:0					
7/30/2008 12:26 JB	7/30/2008 AM	SHEAR WALL	JB	PASS		
	7/30/2008 AM					
7/30/2008 12:26 JB	7/30/2008 AM	EXTERIOR SHEATHING	JB	PASS		
	7/30/2008 AM					
4/21/2009 17:24 JA	4/21/2009	TOPOUT	JA	PASS		
	4/21/2009					
4/21/2009 17:24 JA	4/21/2009	ROUGH FRAMING	JA	PARTIAL	NEEDS MENLO FIRE ROUGH SIGN OFF	
	4/21/2009					
4/21/2009 17:24 JA	4/21/2009	ROUGH MECHANICAL	JA	PARTIAL	NEEDS MENLO FIRE ROUGH SIGN OFF	
	4/21/2009					
4/21/2009 14:25 KR	4/21/2009 PM	ROUGH PLUMBING	JA	PARTIAL	NEEDS MENLO FIRE ROUGH SIGN OFF	
	4/21/2009					
4/21/2009 14:25 KR	4/21/2009 PM	FRAMING	JA	PARTIAL	NEEDS MENLO FIRE ROUGH SIGN OFF	
	4/21/2009					
4/21/2009 14:25 KR	4/21/2009 PM	ROUGH ELECTRIC	JA	PARTIAL	NEEDS MENLO FIRE ROUGH SIGN OFF	
	4/21/2009					
6/3/2009 15:55 KR	6/4/2009 AM	EXTERIOR LATH	JA	PASS		
	6/4/2009					
11/5/2009 14:31 KR	11/5/2009 PM	UNDERGROUND	JA	FAILED	NOT READY	
	11/5/2009					
11/5/2009 14:31 KR	11/5/2009 PM	UNDERGROUND GAS	JA	FAILED	NOT READY	
	11/5/2009					
11/12/2009 14:36 KR	11/12/2009 PM	UNDERGROUND	JA	PASS		
	11/12/2009					
11/12/2009 14:36 KR	11/12/2009 PM	SEWER	JA	PASS		
	11/12/2009					
11/9/2009 14:48 KR	11/12/2009 PM	WATER SERVICE	JA	PASS		
	11/12/2009					
11/9/2009 14:48 KR	11/12/2009 PM	UNDERGROUND GAS	JA	PASS		
	11/12/2009					
7/22/2010 18:05 JA	7/22/2010	INSULATION	JA	PASS	cert.	
	7/22/2010					
8/3/2010 13:49 KR	8/3/2010 PM	DRY WALL	JA	PASS		
	8/3/2010					

Inspection Type: REBAR, FOOTINGS, UFER SURVEY & ENGINEER LETTERS

**INSPECTION ACTIVITY REPORT**

Permit No. BP08-00162

Site Address 297 POLHEMUS AVE

Applied 6/26/2008  
Approved 7/10/2008  
Issued 7/14/2008

Applicant SHAWN MASSIHPOUR  
Owner DORIBA TRUST  
Contractor

Lot 1  
Block  
Tract

Parent Permit

Description NEW ENTRY GATES (2), PEDESTRIAN GATE AND WALL  
Notes

Requested Time / By	Scheduled Completed	Inspection Type	Inspector	Result Remarks	Notes
10/22/2008 15:42 KR	10/23/2008 AM	FORMS	JB	<none> VOIDED (KR 10/22/2008)	
10/24/2008 16:01 KR	10/27/2008 PM 10/27/2008 3:30	FOOTINGS	JB	PARTIAL section of footing	(10/27/2008 16:31 JB) re-bar for the new fence and gate footing facing the Alameda Las Pulgas / Provide the survey setback letter
11/10/2008 08:13 KR	11/10/2008 PM 11/10/2008 2:30	SLAB STEEL	JB	PARTIAL vertical steel CMU wall	(11/12/2008 08:40 JB) 1st lift vertical steel o.k to pour
11/12/2008 08:39 JB	11/10/2008 PM 11/10/2008 PM	SETBACK VERIFICATION	JB	PASS	
11/12/2008 10:16 KR	11/12/2008 10/24/2008	OTHER STRUCTURAL		PASS A.S.E. CONSULTING/FIELD SURVEY	
11/24/2008 15:51 KR	11/25/2008 AM 11/25/2008	OTHER STRUCTURAL	JA	CORRECTION! SEE NOTES	(11/25/2008 16:23 JA) NOTIFIED SITE FOREMAN TO HAVE RESPONSIBLE PARTY CONTACT BUILDING DEPARTMENT REGARDING HEIGHT RESTRICTIONS ON CMU BLOCK WALL.





## ITEM 18

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR MEETING OF FEBRUARY 16, 2011**

**SUBJECT: CONTINUING RELATIONSHIP WITH CSG, INC. TO PROVIDE CODE ENFORCEMENT SERVICES**

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### **RECOMMENDATION**

Approve the continuation of the provision of code enforcement services through a contractual amendment to the current Code Enforcement services agreement with CSG, INC. until a decision is made on the permanent arrangement.

### **DISCUSSION**

At the June 16, 2010 City Council Meeting the contract for CSG Consulting was on the agenda for consideration to renew. Council discussed the current proposed cost of the contract of \$58,000 and directed the City Manager to solicit input from other neighboring jurisdictions to see if they were interested in providing the Town with a Code Enforcement Official. Council agreed that code enforcement services should be maintained on a month-to-month basis. Staff created an informal agreement for an amount not to exceed the City Manager's spending authority of \$15,000 to provide code enforcement services while awaiting a decision on an upcoming RFP process for a firm to provide code enforcement services. Three RFP's were received in early November, 2010, none of which were from any local or neighboring jurisdictions. Meanwhile the \$15,000 agreement amount had exceeded the City Manager's procurement authority and an agreement to continue code enforcement services with CSG was approved by Council at its November 17, 2010 meeting in an amount not to exceed \$17,000. Staff wants to confirm Council understands that code enforcement services are still being provided under the terms of the agreement approved at the November 17, 2010 Council meeting and that staff is authorized to continue to engage the services until an arrangement for code enforcement services is determined.

### **FISCAL IMPACT**

\$56,985 is budgeted in FY 2011 Non-Department for code enforcement services. \$27,673 has been expended as of December 31, 2010 for CSG services.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: CITY COUNCIL**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF FEBRUARY 16, 2011**

**SUBJECT: APPROVE A BUDGET AMENDMENT FOR CONTRACT PLAN REVIEW IN AN AMOUNT NOT TO EXCEED \$79,000 AND WAIVE REQUIREMENTS OF CHAPTER 3.16 (PURCHASING SYSTEM) OF THE ATHERTON MUNICIPAL CODE TO AUTHORIZE PAYMENT OF AN AMOUNT NOT TO EXCEED \$51,350 TO CSG CONSULTANTS FOR PLAN REVIEW AND INSPECTION SERVICES FOR THE MENLO SCHOOL PROJECT**

#### **RECOMMENDATION:**

Approve a budget amendment for contract plan review in an amount not to exceed \$79,000 and waive the requirements of Chapter 3.16 (Purchasing System) of the Atherton Municipal Code to authorize payment of an amount not to exceed \$51,350 to CSG Consultants for plan review and inspection services for the Menlo School project, on a one-time basis.

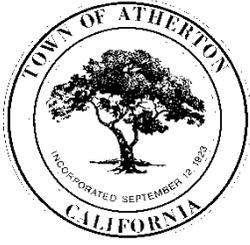
#### **DISCUSSION**

As a general business practice the Building Department has routinely out sourced plan review of commercial buildings proposed for construction in the Town of Atherton. This decision was made based on the complexity of commercial projects and the Federal and State Laws dealing with disability access and other public building design issues.

The Planning Commission approved a Conditional Use Permit (CUP) for Menlo School for a new creative arts classroom building on December 3, 2008. Menlo School was notified on June 30, 2010 that they were in violation of the CUP because they exceeded their maximum enrollment established in the CUP. Menlo School has been working with the Planning

Commission to rectify the issue which staff anticipates will be resolved at the March 23, 2011 Planning Commission meeting.

Menlo School wants to move forward with the project and the plans are anticipated to arrive at Town Hall during the week of February 7, 2011 for plan review. Planning staff has recommended accepting an application for plan check and building permit, pending resolution of the violation issue. The Planning Department will not sign off on the building permit until the violation issue is resolved, which allows a safeguard to prevent the building permit from being issued before resolution of the issue.



## **Town of Atherton**

### **ITEM 20**

**DATE: CITY COUNCIL MEETING OF FEBRUARY 16, 2011**

**TO: CITY COUNCIL**

**FROM: JOHN DANIELSON, INTERIM CITY MANAGER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**SUBJECT: ADOPTION OF REFUSE AND RECYCLING COLLECTION RATES**

#### **RECOMMENDATION**

Staff and the Environmental Programs Committee recommend the City Council hold a public hearing, determine whether a majority protest has been received, and if there is no majority protest, introduce the attached Ordinance increasing refuse and recycling rates. A two-thirds vote is required (i.e.; four affirmative votes).

#### **BACKGROUND**

Pursuant to the current Uniform Franchise Agreement for Collection Services (Collection Agreement) with Allied Waste Industries, Inc. (Allied), Atherton City Council is required to adopt collection rates to cover the cost of waste management services provided by Allied to Atherton residents. Each year, the firm of HF&H Consultants, LLC completes a review of the refuse collector's rate application and prepares recommendations to each jurisdiction for the collection rates. The Collection Agreement establishes the process for setting collection rates based on expenses and revenues projected, which is in turn based on actual results, trends and management plans. Allied is entitled to cost plus 9% profit applied to reasonable and necessary operating expenses, net of certain "pass-through" expenses (e.g. disposal expenses and franchise fees). The Collection Agreement with Allied expired on December 31, 2010.

The Town of Atherton entered into a new Uniform Franchise Agreement for Collection Services with Recology San Mateo County (Recology) for services commencing January 1, 2011. The rate setting process under the new Collection Agreement is based on the cost submitted in the proposal to the South Bayside Waste Management Authority (SBMWA) and is subject to annual CPI increase. The new Collection Agreement with Recology includes expanded refuse and recycling services. Recology is currently delivering new refuse and recycling containers to residents for its automated collection services. Recycling will now be picked up weekly as opposed to the current bi-weekly collection. The expanded recycling services include single stream (one container for all bottles/cans/paper/cardboard) as well as new residential organics recycling (food scraps collected with green waste).

Historically, Atherton increased its refuse and recycling rates 14% in 2002, and most recently increased rates 18.9% in 2010. The rate increase in 2002 was due to the rollout of unlimited yard waste recycling

and purchase of new containers. The 2010 rate increase became effective March 19, 2010, which resulted in nine months of increased revenue collection or an actual rate increase of 16.9%. The rate increase in 2010 was necessary due to increased operating expenses and increased disposal costs. These new costs include bond expenses for improvements to the Recycling Facility in San Carlos.

The Collection Agreement with Allied expired on December 31, 2010. The Town of Atherton has one year to “true-up” with Allied on any revenue due to them. SBWMA staff recommends the Council consider including three months of the amount due to Allied in the 2011 rate increase. The full amount due to Allied will be calculated later this year based an audit of the 2010 expenses.

**ANALYSIS**

Rate Setting: The City Council establishes the collection rates that are then billed to residential and commercial customers by the franchised service provider. All costs of service are paid by the ratepayers. With the rollout of the new service by Recology, the numerous container sizes previously serviced by Allied (customer provided container) were modified to four container sizes (containers provided by the company). This report focuses on the residential rates and collection services as that accounts for the majority of service in Atherton. There are a few commercial customers in Atherton (schools and country club). The percentage of rate increase approved by the Council will also be applied to Atherton’s commercial customers.

Atherton’s residential current rates:

Container size	# of containers	2010 Rates (monthly)
20 gallon	160	\$17.31
32 gallon	2,495	\$27.69
64 gallon	323	\$55.38
96 gallon	437	\$82.18
<b>Total</b>	<b>3,415</b>	

Comparison of 2008 to 2011

	2008	2009	2010	2011
Total contractor compensation	\$1,170,071	\$1,216,758	\$1,313,342	\$1,529,988
Disposal & processing fees	\$463,633	\$527,167	\$635,223	\$784,819
Town franchise fees	\$172,504	\$163,289	\$194,646	\$208,473
<b>Total Revenue Requirement</b>	<b>\$1,806,208</b>	<b>\$1,907,214</b>	<b>\$2,143,211</b>	<b>\$2,523,280</b>
Collection Revenue	\$1,657,627	\$1,647,967	\$1,856,701	
Shortfall	(\$148,882)	(\$259,250)	(\$286,510)	
Balancing Account	(\$212,595)*	(\$47,142)	(\$334,192)	

\* Carry-over balancing account surplus of \$363,606 at end of year 2007

Balancing account also includes interest expenses

Increase in Contractor compensation:

As indicated above, there has been a change in collection services as well as collection contractor from 2010 to 2011. The change in collection services includes weekly collection of recycling materials. Recycling materials were previously collected every other week. The new collection services include

single stream recycling of bottles, cans and papers where previously, customers sorted this material into three containers. Finally, the new service includes organics recycling (food scraps). The former Allied contract was based on cost plus profit, where the new agreement with Recology is based on the amount included in the bid proposal with CPI increases. The new services with Recology increased by \$216,646 for Atherton customers from \$1,313,342 in 2010 with Allied to \$1,529,988 in 2011 with Recology.

Increase in disposal & processing fees:

Disposal and processing fees in 2010 was \$635,223 and is anticipated to increase by \$149,596 due to increased tip fee charge at the Shoreway facility, increased tip fee charge at the County landfill and an increase in the green waste tonnage.

Town franchise fee:

The Town's franchise fee is based on 10% of the collection revenue. There has not been a change to the franchise fee percentage over the years. As the revenue is increased, the franchise fee thereby increases as it's a percentage of the revenue.

Shortfall:

Collection and disposal expenses have exceeded collection revenue in the last several years. Atherton had a surplus in the balancing account with Allied that covered this revenue shortfall in 2008 and the majority of 2009. As noted above, 2009 ended with a negative balance of \$47,142. Although the Town adopted a 16.9% rate increase in 2010, the expenses exceeded revenue. The 2010 rate increase became effective in March, resulting in 10 months of increased revenue. With the roll-out of the new service, some customers chose smaller container sizes resulting in decreased revenue. In addition, the contractor's costs were higher than anticipated and the disposal costs were higher than anticipated. The increase in contractor's costs is due to increase workers compensation cost and higher labor cost. The increase in disposal cost is due to rate increases at the transfer station and landfill as well as higher than anticipated green waste tonnage

Comparison to other SBWMA jurisdictions: Other SBWMA jurisdictions are currently considering rate increases. The comparison of rate increases as shown in the spreadsheet attached to this staff report are based on the annual rate review report recommendations and may not be the rates that jurisdictions ultimately adopt. For comparison purposes, Hillsborough is more similar to Atherton in terms of property size and efficiency of collection than other jurisdictions. Atherton and Hillsborough's rates are higher than other jurisdictions in the SBWMA because larger lots sizes result in longer collection times (distance between collection stops), many dead end streets/small side streets and the multiple yard waste containers in Atherton. In other jurisdictions, the mix of commercial and residential customers results in a lower costs to residential customers.

Environmental Programs Committee Recommendation: The Environmental Programs Committee reviewed the rate options at its November 30, 2010 meeting. The Environmental Programs Committee recommended the Council consider the full rate increase necessary to cover the amount due to Allied under its expiring contract and adjusted for March 1, 2011 effective date (ten months of increased rates). The Committee also recommended a more aggressive progressive rate schedule than proposed by the SBWMA and staff.

California law requires that fees for services not exceed the reasonable cost of providing the service. The Town may make reasonable assumptions about average costs and make its charges on that basis. However, allocation of costs among classes of customers should reflect the costs of providing services to those groups.

The new Agreement with Recology also includes costs for other service (referenced as Attachment Q to the Recology Agreement with the Town).

Rate Increase for 2011: The Council, at its December 15, 2010 meeting, reviewed several options for the rate setting for 2011. The Council directed Staff prepare rates and provide notice to customers based on the following:

- Full rate increase for Recology collection cost, disposal cost and franchise fee
- Effective March 1, retro to January 1
- Progressive rate, with a 10% premium on 64 gallon and 20% premium on 96 gallon containers
- Full amount due to Allied collected over one year

<b>Container Size</b>	<b>2010 rates</b>	<b>Monthly 2011 rates</b>
20 gallon	\$17.31	\$28.22
32 gallon	\$27.69	\$45.15
64 gallon	\$55.38	\$99.33
96 gallon	\$82.18	\$162.53

Notice and Hearing Procedure: Proposition 218 and enabling legislation adopted by the state legislature following its passage establish procedures for "property related fees and charges." The proposition establishes a notice and protest procedure for refuse fees, which suggests that these fees are, in at least some circumstances, to be considered "property related." The Town followed the Proposition 218 procedures for its last rate increase in 2010; we have taken this approach for this potential rate increase as well.

Proposition 218 requires written notice by mail of the proposed rate increase at least 45 days before the public hearing either to the record owner of each parcel or in a mailing to the address to which refuse bills are normally sent. (Cal. Const. art XIID Section 6; Gov. Code §§ 53750(i)(j), 53755). The notice contains: (1) the amount of the proposed fee; (2) the basis on which the proposed fee was calculated; (3) the reason for the fee; and (4) the date, time and location of a public hearing on the proposed fee. For variable fees such as refuse fees, the notice will contain a proposed fee schedule. The notice will also advise customers that they may file a written protest of the fees.

At the public hearing, the Town will consider all written protests of the rate increase; if written protests are presented by a majority of the parcels, the rate increase will not take effect. If there is no majority protest, then the rate increases can be imposed by Ordinance approved by 2/3 vote of the members of the City Council (four affirmative votes) under Health & Safety Code § 5471.

As of the preparation of this staff report, the Town has received 28 notices protesting the rate increase. As noted above, additional protests may be received up to and at the City Council hearing.

**Public Outreach:** Staff prepared and mailed the required notice to all refuse customers in Atherton. The notice was mail during the week of December 27, 2010. In addition, Staff prepared and mailed a letter to all customers reviewing the new service and the proposed rate increase. The Town received numerous calls during the first two weeks of January, 2011 responding the rate increase notice and the roll-out of new service.

Once the rate increase becomes effective, Staff will work with Recology to prepare a letter to customers with information on how to reduce their garbage container size. Staff will also work with the SBWMA and Recology to host an educational event to further educate residents on the recycling programs and how to reduce the cost of their garbage service (reduce the garbage container size).

**ALTERNATIVES**

The City Council has the option to approve the rate increase as noticed to the rate payers. The Council also has the option to approve a lower rate increase at this meeting. If a lower rate increase is approved at this meeting, it may result in the need for a higher rate increase next year.

If the Council wishes to approve a different rate scenario, staff would need to re-notice the hearing (with a new 45 day notice period). The different rate structure may also require the preparation of a rate study report. The cost of this study is estimated at \$10,000 to \$15,000.

**FISCAL IMPACT**

Refuse and recycling fees are paid by the residential and commercial customers. The Town receives 10% Franchise Fee based on the total collection revenue.

**RECOMMENDATION**

Staff recommends the Council adopt the rates as advertised.

Prepared By:

Approved:

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Lisa Costa Sanders  
Deputy Town Planner

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John Danielson  
Interim City Manager

**Attachments:**

1. Ordinance
2. Atherton Rate Analysis
3. Comparison of other jurisdictions rates
4. Proposition 218 Notice
5. Letter to residents

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
INCREASING THE RATES FOR SOLID WASTE/RECYCLING COLLECTION  
SERVICES**

WHEREAS, the Town of Atherton ("Town") has provided a franchise to Recology ("Franchisee") allowing for and governing the collection of refuse, recyclable material and plant material within the Town of Atherton's limits and the Town has approved rates, most recently by Ordinance 584, that Franchisee may charge for these solid waste/recycling collection services; and

WHEREAS, pursuant to the Uniform Franchise Agreement for Collection Services ("Solid Waste/Recycling Collection Agreement") between Franchisee and the Town, the Town is required to adopt solid waste/recycling collection rates that produce revenues sufficient to provide payment to Franchisee in accordance with the amount due under the Solid Waste/Recycling Collection Agreement; and

WHEREAS, after an audit by Hilton, Frankophf and Hobson and the South Bayside Waste Management Authority, the Town has determined that Franchisee is entitled to an increase in the solid waste/recycling collection rates; and

WHEREAS, at the City Council meeting of December 15, 2010, staff presented the City Council with various options for increasing the solid waste/recycling collection rates; and

WHEREAS, after considering the various solid waste/recycling collection rate increase options, the City Council directed staff to take the necessary steps under Proposition 218, including the mailing of notices regarding a public hearing to consider a proposed ordinance to adopt an increase in the solid waste/recycling collection rates; and

WHEREAS, the Town has identified the parcels upon which the increased solid waste/recycling collection rates will be imposed, calculated the amount of the rates, and mailed notice to the refuse service billing address for all parcels in the Town of Atherton, wherein the Town provided written notice of the proposed rates, the basis for the calculation, the reason for the rates and the date, time and location of a public hearing not less than 45 days after sending the notice; and

WHEREAS, the Town further provided published and posted notice of the foregoing; and

WHEREAS, the City Council held the duly noticed public hearing and considered any and all protests; and

WHEREAS, written protests against the solid waste/recycling collection rates were not presented by a majority of owners or tenants of the identified parcels;

NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** In accordance with Article XIII D, Section 6(b), of the California Constitution, the City Council makes the following findings:

A. The revenues derived from the increased solid waste/recycling collection rates do not exceed the funds required to provide solid waste/recycling collection services pursuant to the Solid Waste/Recycling Collection Agreement. This finding is based upon the information contained in the mailed notice and the staff reports from the December 15, 2010 City Council meeting.

B. The revenues derived from the increased solid waste/recycling collection rates will not be used for any purpose other than solid waste/recycling collection services pursuant to the Solid Waste/Recycling Collection Agreement.

C. The increased solid waste/recycling collection rates do not exceed the proportional cost of the service to each parcel.

D. The solid waste/recycling collection services are presently available.

**SECTION 2.** Beginning on the effective date of this Ordinance, the solid waste/recycling collection rates will increase as listed below. The rate schedule includes a fixed rate for each gallon of refuse, with no additional charge for recycled materials or green waste collection.

**Solid Waste/Recycling Collection Rate Schedule**

Quantity	Volume	Monthly Rates
1	20 gallon	\$28.22
1	32 gallon	\$45.15
1	64 gallon	\$99.33
1	96 gallon	\$162.53

**Backyard Collection Service Distance Costs for Single-Family Dwellings**

	One (1) Solid Waste Cart	Two (2) Solid Waste Carts	Three (3) Solid Waste Carts	Four (4) Solid Waste Carts
Distance from Curbside	Base monthly Solid Waste Rate plus			
0-100 feet	\$21.00	\$31.72	\$60.44	\$89.16
101-150 feet	\$24.00	\$34.72	\$63.44	\$92.16
151 – 200 feet	\$27.00	\$37.72	\$66.44	\$95.16
201 – 250 feet	\$30.00	\$40.72	\$69.44	\$98.16
251 – 300 feet	\$33.00	\$43.72	\$72.44	\$101.16
301 feet or more	\$36.00	\$46.72	\$75.44	\$104.16

<b>Unscheduled Service Category</b>	<b>Cost</b>	<b>Description of Cost</b>
Distance Charge for Commercial Accounts	A – 10% of base monthly Rate B – 25% of base monthly Rate	A – 51 to 100 feet from access by Contractor's collection vehicle B – 101 feet or more from access by Contractor's collection vehicle
Extra Pick-up Cost for Commercial Customers	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	\$15.00	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase (in addition to the two Organic Material carts and one Recyclable Materials cart)	A – \$1.00 B - \$3.00 C – \$63.00 D – \$69.00	A – monthly fee (any size Cart) for Organic Materials Carts B – monthly fee (any size Cart) for Targeted Recyclable Materials Carts C – Customer purchase of a 64 gallon Cart D – Customer purchase of a 96 gallon Cart
Fee for Additional Service On-Call Bulky Item Collection Service	\$81.55	Per event
Overage Fee	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	50% of the base monthly Rate or \$8.00 minimum	Per bag
Container Cleaning Fee	A – \$50.00 B – \$85.00	A – per Cart B – per Bin or Drop-Box
Cart Replacement Cost	A – \$65.00 B – \$75.00 C – \$85.00	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart

**SECTION 3.** The City Council hereby declares that it would have passed this Ordinance, sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions in this Ordinance are severable and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not effect the validity of the remaining parts of this Ordinance.

**SECTION 4.** This Ordinance was approved by a 2/3 vote of the City Council pursuant to Health & Safety Code section 5471.

**SECTION 5.** This Ordinance shall take effect thirty (30) days after adoption as provided by Government Code section 36937.

**SECTION 6.** This Ordinance shall be published once fifteen (15) days after its passage in a newspaper of general circulation, printed, published and circulated in the City in accordance with Government Code section 36933.

\* \* \* \* \*

Introduced at a regular meeting of the City Council held on February 16, 2011, and passed and adopted by the City Council of the Town of Atherton on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 by the following roll call vote, to wit:

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

\_\_\_\_\_  
James Dobbie, Mayor  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa DellaSanta  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Wynne Furth  
City Attorney

SBWMA

**Atherton Rate Analysis**

<b>B</b>
Full Payoff Off Allied Balance

	<b>Atherton</b>
<b>2011 Collection Revenue @ 2010 Rates</b>	\$ 1,917,424
<b>Total Contractor's Compensation</b>	\$ 1,529,988
<b>Other Pass-Through Costs</b>	
Disposal & Processing Fees	\$ 784,819
Agency Franchise Fees	\$ 208,473
Agency Contract Management	
<b>Total Other Pass-Through Costs</b>	\$993,292
<b>RSMC REVENUE REQUIREMENT</b>	<b>\$2,523,280</b>
<b><u>A. 2011 RATE YEAR REVENUE REQUIREMENT</u></b>	
<b>A.1 Subtotal Year Surplus/(Shortfall)</b>	(\$605,856)
<b>A.2 Rate Adjustment</b>	-31.6%
<i>(See Rate Variance Analysis for detail)</i>	
<b><u>B. REVENUE SHORTFALL</u></b>	
<b>B.1 Can Migration Impact</b>	(\$47,000)
<b>B.2 Rate Impact</b>	-2.5%
<b><u>C. BALANCING ACCOUNT</u></b>	
<b>C.1 Cumulative Revenue Requirement</b>	\$2,570,280
<b>C.2 SubTotal Year Surplus/(Shortfall)</b>	(\$652,856)
<b>C.3 Cumulative Rate Impact</b>	-34.0%
<b><u>D. ALLIED 2010 BALANCING ACCOUNT</u></b>	
<b>D.1 Allied Balancing Account</b>	(\$334,000)
<b>D.2 Agency Funds for Rate Impact</b>	
<b>D.3 Net Rate Impact - 2010</b>	(\$334,000)
<b>D.4 Potential Amount in 2011 - 100% Paid</b>	(\$334,000)
<b>D.5 Rate Impact in 2011</b>	17.4%
<b><u>E. TOTAL RATE IMPACT</u></b>	
<b>E.1 TOTAL REVENUE IMPACT</b>	\$2,904,280
<b>E.2 Total Year Surplus/(Shortfall)</b>	(\$986,856)
<b>Cumulative Rate Impact</b>	51.5%

Comparison of Current Rates of SBWMA Agencies to Estimated Future Rates

Member Agency	Projected Increase	20 gallon		32 gallon		64 gallon		96 gallon	
		current	2011	current	2011	current	2011	current	2011
Atherton	38.9%	\$17.31	\$24.04	\$27.69	\$38.46	\$55.38	\$76.92	\$82.18	\$114.15
Hillsborough	32.6%	\$18.26	\$24.21	\$29.22	\$38.75	\$58.43	\$77.48	\$87.65	\$116.22
North Fair Oaks	0.7%	\$23.52	\$23.68	\$23.52	\$23.68	\$47.04	\$47.37	\$70.56	\$71.05
Menlo Park	9.4%	\$15.12	\$16.54	\$23.77	\$26.00	\$73.57	\$80.49	\$87.35	\$95.56
Belmont	19.2%	\$13.86	\$16.52	\$22.18	\$26.44	\$45.37	\$54.08	\$68.85	\$82.07
San Carlos	13.3%	\$13.87	\$15.71	\$22.19	\$25.14	\$46.18	\$52.32	\$68.55	\$77.67
West Bay Sanitary	14.5%	\$12.66	\$14.50	\$20.26	\$23.20	\$40.51	\$46.38	\$60.14	\$68.86
Redwood City	16.3%	\$8.73	\$10.15	\$20.96	\$24.38	\$41.91	\$48.74	\$64.82	\$75.39
San Mateo	16.6%	\$8.91	\$10.39	\$14.22	\$16.58	\$31.32	\$36.52	\$48.40	\$56.43
Burlingame	14.7%	\$8.82	\$10.12	\$16.31	\$18.71	\$32.62	\$37.42	\$48.41	\$55.53
Foster City	29.5%	\$8.58	\$11.11	\$13.73	\$17.78	\$27.46	\$35.56	\$41.18	\$53.34

**NOTICE OF PUBLIC HEARING  
REGARDING PROPOSED INCREASE IN SOLID WASTE/RECYCLING RATES IN  
THE TOWN OF ATHERTON**

Dear Property Owner/Tenant:

Pursuant to the requirements of Proposition 218 and Article XIID of the California Constitution, this notice provides information regarding proposed increases to the existing residential and commercial customer rates for the collection of solid waste and recyclable materials in the Town of Atherton. A public hearing on the proposed rate increases will be held by the City Council. The rates were last increased in 2010.

**Notice of Public Hearing  
Regarding Proposed Increase in Solid Waste/Recycling Rates**

A public hearing on proposed increases to solid waste/recycling rates will be held by the City Council on:

**Date: Wednesday, February 16, 2011**

**Time: 7:00 p.m.**

**Place: City Council Chambers, 94 Ashfield Road, Atherton CA**

This notice is being sent to the refuse service billing address for all parcels in Atherton. This notice also describes how to file a protest regarding the proposed rate increases. All property owners/tenants and other interested parties are invited to attend the public hearing and be heard on the proposed rate increases.

**Proposed New Rates (Effective March 1, 2011):**

<b>Quantity</b>	<b>Volume</b>	<b>Current Monthly Rates</b>	<b>Proposed Monthly Rates</b>
1	20 gallon	\$17.31	\$28.22
1	32 gallon	\$27.69	\$45.15
1	64 gallon	\$55.38	\$99.33
1	96 gallon	\$82.18	\$162.53

**See attached for chargers for other services including rear yard charges.**

**Basis for New Rates:**

The above new rates are necessary due to revenue shortfall due to Allied Waste Company projected to the end of year 2010, increased disposal cost due to tipping fee increase imposed by the County of San Mateo and the increased cost for the new services with Recology. The new services with Recology include automated collection, weekly collection of recycling and residential organics recycling (food scraps).

The need for these increases was discussed by the City Council at its meeting of December 16, 2010. The staff report for this matter is available on the Town's website [www.ci.atherton.ca.us](http://www.ci.atherton.ca.us), or at the Town's Administrative offices.

**Protest Procedures:**

The City Council of the Town of Atherton will hold a public hearing on February 16, 2011 at 7:00 p.m. at Atherton Town Council Chambers, 94 Ashfield Road, Atherton, CA. At this hearing, the City Council will consider public comment as well as written protests by ratepayers and property owners against the proposed increase in solid waste/recycling fees. Any person interested, including any solid waste/recycling collection customers of the Town of Atherton, may appear at the public hearing and be heard on any matter related to the proposed increase in rates.

Any written protest must be signed by the property owner or the customer responsible for payment of the fee and it must include the service address or assessor's parcel number (APN). The Town of Atherton must receive any written protest at Town Hall by 5:00 p.m. on February 16, 2011, or the written protest must be presented at the City Council meeting on February 16, 2011 prior to the close of the public hearing on the matter. If you wish to mail a written protest, please send it in a sealed envelope addressed to Solid Waste Rates, Deputy City Clerk, Town of Atherton, 91 Ashfield Road, Atherton, CA 94027. Only one protest may be filed per parcel or service address.

If written protests are presented by a majority of affected property owners/customers prior to close of the public hearing, the City Council cannot adopt the proposed rates and another rate structure would have to be proposed.

If you would like additional information on the proposed rates, please visit Town Administrative Offices at 91 Ashfield Road, Atherton, CA or call 650-752-0529.

For mailing distribution by December 31, 2010.

**OTHER SERVICES  
COST SCHEDULE**

<b>Backyard Collection Service Distance Costs for Single-Family Dwellings</b>				
	<b>One (1) Solid Waste Cart</b>	<b>Two (2) Solid Waste Carts</b>	<b>Three (3) Solid Waste Carts</b>	<b>Four (4) Solid Waste Carts</b>
<b>Distance from Curbside</b>	<b>Base monthly Solid Waste Rate plus</b>			
0-100 feet	\$21.00	\$31.72	\$60.44	\$89.16
101-150 feet	\$24.00	\$34.72	\$63.44	\$92.16
151 – 200 feet	\$27.00	\$37.72	\$66.44	\$95.16
201 – 250 feet	\$30.00	\$40.72	\$69.44	\$98.16
251 – 300 feet	\$33.00	\$43.72	\$72.44	\$101.16
301 feet or more	\$36.00	\$46.72	\$75.44	\$104.16

<b>Unscheduled Service Category</b>	<b>Cost</b>	<b>Description of Cost</b>
Distance Charge for Commercial Accounts	A – 10% of base monthly Rate B – 25% of base monthly Rate	A – 51 to 100 feet from access by Contractor's collection vehicle B – 101 feet or more from access by Contractor's collection vehicle
Extra Pick-up Cost for Commercial Customers	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	\$15.00	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase (in addition to the two Organic Material carts and one Recyclable Materials cart)	A – \$1.00 B - \$3.00 C – \$63.00 D – \$69.00	A – monthly rental fee (any size Cart) for Organic Materials Carts B – monthly rental fee (any size Cart) for Targeted Recyclable Materials Carts C – Customer purchase of a 64 gallon Cart D – Customer purchase of a 96 gallon Cart
Fee for Service On-Call Bulky Item Collection Service	\$81.55	Per event
Overage Fee	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	50% of the base monthly Rate or \$8.00 minimum	Per bag
Container Cleaning Fee	A – \$50.00 B – \$85.00	A – per Cart B – per Bin or Drop-Box
Dirty Cart Replacement Cost	A – \$65.00 B – \$75.00 C – \$85.00	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart



## Town of Atherton

Office of the City Manager

91 Ashfield Road

Atherton, California 94027

650-752-0500

Fax 650-688-6528

January 7, 2011

Dear Atherton resident,

You have recently received a notice of public hearing from the Town regarding a proposed rate increase to the garbage and recycling service with Recology. The Town would like to provide you with more information on the proposed rate increase and the new and improved collection services.

### What is changing?

Your new base service includes one black garbage container, one blue recycling container, two green waste containers and a kitchen pail for food scraps recycling, all of which will now be collected on a weekly basis. The proposed rate is based on the size of your garbage container and includes all four cans.



For example, if your current service includes one **32-gallon** black garbage container, one 64-gallon blue recycling container and two 96-gallon green waste containers, your new monthly charge will be \$45.15 per month.

Quantity	Garbage Volume (black garbage container)	Proposed New Monthly Rates
1	20 gallon	\$28.22
<b>1</b>	<b>32 gallon</b>	<b>\$45.15</b>
1	64 gallon	\$99.33
1	96 gallon	\$162.53

The new service offers weekly collection and new food scraps recycling service along with several other options. Taking advantage of these new recycling opportunities reduces the size of your garbage container, helps our environment and can save you money. You can have Recology provide you with a larger blue recycling container at no

additional cost, as well as reduce the size of your garbage container for a lower monthly cost.

You were provided with two new green waste containers included in your base service; should you wish an additional green waste container, it will only cost \$1.00 per container, per month.

### Why the change?

The new contract for services with Recology was competitively bid and negotiated for twelve jurisdictions in San Mateo County (92,000 residents and 10,000 businesses). These services provide state-of the art recycling programs with long term stabilized rates.

### Why are our rates higher?

Some residents are asking why Atherton's rates are higher than other cities. Unfortunately, the large parcel size and unique street layout in Atherton make it difficult to efficiently collect garbage.

Atherton residents are provided with two green waste containers and a reduced rate for additional containers where other cities only provide one green waste container. Additionally, the Town has an amount due to Allied for services provided in 2010 that needs to be taken care of.

As with any new service provider, there is an adjustment period. The Town is working closely with Recology to address any collection issues, and we appreciate your patience during this time.

### Where Can I Get More Information?

Please check the Town website for further clarification on the proposed rate increase, background information and factors resulting in the proposed increase at [www.ci.atherton.ca.us](http://www.ci.atherton.ca.us) under "Town of Atherton Garbage Changes" section of the homepage.

### How Can I Voice My Opinions?

The City Council hearing on the proposed rates is scheduled for February 16, 2011 at 7:00 p.m. and will be held at the *Holbrook-Palmer Park Pavilion Building located at 150 Watkins Avenue.*

If you have any questions or would like to make changes to your service with Recology, please visit their website at [www.recology.com](http://www.recology.com) or call 650-802-3500.

If you have any questions on the proposed rate increase, contact Lisa Costa Sanders, Deputy Town Planner at 650-333-0248 or [lcostasanders@ci.atherton.ca.us](mailto:lcostasanders@ci.atherton.ca.us)

Sincerely,

**TOWN OF ATHERTON**  
/s/ *John H. Danielson*

John H. Danielson  
Interim City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF FEBRUARY 16, 2011**

**SUBJECT: APPROVE AN AGREEMENT TO CONDUCT AN ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY STUDY FOR PUBLIC WORKS, BUILDING, ADMINISTRATION, AND OTHER RELATED FUNCTIONS**

#### **RECOMMENDATION:**

Approve an agreement to conduct an organizational effectiveness and efficiency study for Public Works, Building, Administration and other related functions, and authorize the City Manager to sign the contract on behalf of the Town.

#### **INTRODUCTION:**

The purpose of this assessment is to review current management and operations of the Public Works, Building and Administration functions to identify opportunities and develop recommendations for improving current methods of service delivery, improving efficiency, and improving the value of services provided. The Town of Atherton has determined that an independent review of our municipal services will be beneficial to ensure that the quality and costs of services are consistent with the goals and policy direction of the Town Council.

The Consultant will perform an independent and comprehensive review of Public Works, Building, Administration and other related functions to optimize performance, improve quality, facilitate the effective and efficient utilization of resources, and identify organizational initiatives to improve service delivery methods and costs. The Consultant will be expected to work closely and collaboratively with staff to obtain necessary data and knowledge to develop findings and recommendations the efficiency of operations,

assessment of work activities and organizational structure, assessment of service delivery costs and of the current GIS system and IT infrastructure.

**ANALYSIS:**

In order to give the consultants sufficient time to prepare their proposals, the proposals will be received on February 14, 2011. A separate staff report will be prepared for distribution at the City Council meeting to convey the bid results.

Attachment: Request for Proposal

Date of Release:  
February 4, 2011

## Request for Proposal

# Town of Atherton, California

to

Retain a Consultant to Conduct an Organizational  
Effectiveness and Efficiency Study for Public Works,  
Building, Administration and Other Related Functions

## **Statement of Purpose**

***Pending final approval by the Town Council of Atherton***, the Town of Atherton is seeking a qualified and experienced individual or consulting firm to perform an Organizational Assessment of the Efficiency and Effectiveness of our Public Works, Building Departments, Administration and other related functions. The purpose of this assessment is to review current management and operations of the Public Works, Building and Administration functions to identify opportunities and develop recommendations for improving current methods of service delivery, improving efficiency, and improving the value of services provided. The Town of Atherton has determined that an independent review of our municipal services will be beneficial to ensure that the quality and costs of services are consistent with the goals and policy direction of the Town Council.

## **Project Scope**

The Consultant will perform an independent and comprehensive review of Public Works, Building, Administration and other related functions to optimize performance, improve quality, facilitate the effective and efficient utilization of resources, and identify organizational initiatives to improve service delivery methods and costs. The Consultant will be expected to work closely and collaboratively with staff to obtain necessary data and knowledge to develop findings and recommendations related to the following:

- The efficiency and effectiveness of department operations relating to staffing, workload distribution, productivity, and allocation of resources;
- Assessment of work activities and operation and maintenance processes and protocols;
- Assessment of organizational structure and functional area responsibilities with regards to its compatibility for delivering efficient and effective municipal services;
- Assessment of service delivery costs vs. available and appropriate funding sources with recommendations to improve alignment of service delivery costs to available budget;
- Assessment of the utilization of Geographic Information System (GIS) and Information Technology (IT) capabilities including GIS/IT strategy recommendations to improve organizational accountability, documentation of work performed, and access to public information; and
- Organizational strategies and initiatives to improve service costs and delivery.

## **Anticipated Deliverables**

The Consultant will be expected to present the following:

- A. A written report of the work undertaken, summary of findings, and presentation of specific recommendations to improve the efficiency and effectiveness of Public Works, Building, and other related functions. The recommendations should consider:
  - i. Changes in methods of service delivery;
  - ii. Changes in work methods and protocol;
  - iii. Changes to organization structure and functional relationships;
  - iv. Modifications to current funding sources and budget allocations; and
  - v. Alternate deployment and staffing strategies.
- B. Implementation plan and strategy. The implementation plan will consider and address anticipated challenges and will include phasing and sequencing recommendations.
- C. Presentations of the report findings and recommendations to staff and City Council.

### **Term of Contract and Preliminary Schedule**

The Town of Atherton is seeking to have the scope of services completed and the delivery of a draft report and recommendations within 90 days of the date of award and a final report and presentation within 120 days from the date of award. The term of the contract to perform these consulting services will be as negotiated between the Town of Atherton and the selected Consultant.

### **Contract Management**

The selected Consultant will assign one qualified individual, who will be the Consultant's project manager, responsible for directing and coordinating the activities of the Consultant's personnel in all aspects of the project.

The Town of Atherton may elect to meet with any, all, or none of the Consultants prior to selection to clarify their proposal.

The Town of Atherton reserves the right to reject any or all of the proposals submitted.

### **Proposal Content**

The proposals shall include:

- A. Experience, Expertise, and Capabilities
  - i. Information about the Consultant. The name, location, mailing address, telephone number, email address, and other pertinent information for the Consultant. The proposal must also identify and provide contact information for:
    - a. The individual with authority to negotiate and contractually bind the Consultant; and

- b. Those who may be contacted for the purpose of clarifying the information provided in the proposal.
- ii. Philosophy Statement. A statement of the Consultant's philosophy and approach in undertaking consulting services of the nature outlined in the RFP.
- iii. Summary of Relevant Experience and Ability.
  - a. *Personnel Listing*. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's relevant qualifications and experience. The project manager must be clearly identified. All sub-consultants must also be identified.
  - b. *References*. Identify and provide a brief summary of work done in the last 5 years for organizations or departments that are similar in size and complexity. In addition, provide the name, title, address, and telephone number of a contact person from each organization.

B. Project Approach

- i. Work Plan. Indicate the Scope of Services that will be performed, the anticipated methodology to be used, name of staff performing the tasks, and hours required to complete the Scope of Services in this RFP.
- ii. Services Expected of the Town of Atherton. Identify the nature and scope of the services and information to be provided by the Town of Atherton.

C. Price

- i. Cost Proposal. A cost proposal addressing the elements of the work to be performed shall be submitted. This proposal shall be in sufficient detail to include the task and number of hours required. Proposals shall include a total price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. The Consultant shall indicate any and all costs that are considered necessary for the completion of the project. The Town of Atherton shall use this figure as a basis for a negotiated agreement resulting from this RFP.

D. Additional Data

- i. Any additional information that the Consultant wishes to bring to the attention of the Town of Atherton that is relevant to this RFP.

**All proposals must be signed by the Consultant's authorized official or the proposal will not be accepted.**

The Town of Atherton will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a selection committee(s).

### **Evaluation of Proposals**

The following criteria are expected to be among those used in the selection process. They are presented as a guide for the Consultant in understanding the Town of Atherton's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- A. Proposed Project Approach. Emphasis will be on the Consultant's understanding and experience performing similar assessments, understanding and direct knowledge of municipal service delivery challenges, soundness of approach, effective use of time, and the demonstrated expertise of proposed staff.
- B. Proposed costs.
- C. Experience, expertise, and capabilities of the Consultant.

### **Due Date for Proposal Submittals**

A total of five (5) proposal submittals and one (1) electronic submittal must be received no later than Monday February 14, 2011 by noon, (12:00 p.m.). The electronic proposal should be sent to Theresa DellaSanta at [tdellasanta@ci.atherton.ca.us](mailto:tdellasanta@ci.atherton.ca.us) Proposals and any questions regarding this process should be addressed to:

Ms. Theresa DellaSanta  
Atherton City Clerk  
(650) 752-0529  
91 Ashfield Road  
Atherton, CA 94027-3896  
[tdellasanta@ci.atherton.ca.us](mailto:tdellasanta@ci.atherton.ca.us)

----- End of RFP -----



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF FEBRUARY 16, 2011**

**SUBJECT: APPROVE AN AGREEMENT TO CONDUCT AN ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY STUDY FOR POLICE SERVICES AND THE COMMUNICATIONS CENTER AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE TOWN**

### **RECOMMENDATION:**

Approve an agreement to conduct an organizational effectiveness and efficiency study for police services and the communications center, and authorize the City Manager to sign the contract on behalf of the Town.

### **INTRODUCTION:**

The purpose of this assessment is to review current management and operations of Law Enforcement functions to identify opportunities and develop recommendations for improving current methods of service delivery, improving efficiency, and improving the value of services provided. An independent review of the Town's law enforcement services will be beneficial to ensure that the quality and costs of services are consistent with the goals and policy direction of the Town Council.

The Consultant will perform an independent and comprehensive review of Law Enforcement, the Communications Center and related services to optimize performance, improve quality, facilitate the effective and efficient utilization of resources, and identify organizational initiatives to improve service delivery methods and costs. The Consultant will be expected to work closely and collaboratively with staff to obtain necessary data and knowledge to develop findings and recommendations the efficiency of operations,

assessment of work activities and organizational structure, assessment of service delivery costs and of the current IT infrastructure.

**ANALYSIS:**

In order to give the consultants sufficient time to prepare their proposals, the proposals will be received on February 14, 2011. A separate staff report will be prepared for distribution at the City Council meeting to convey the bid results.

Attachment: Request for Proposal

Date of Release:  
February 4, 2011

## Request for Proposal

# Town of Atherton, California

to

Retain a Consultant to Conduct an Organizational  
Effectiveness and Efficiency Study for Police Services and  
the Communications Center

## **Statement of Purpose**

***Pending final approval by the Town Council of Atherton***, the Town of Atherton is seeking a qualified and experienced individual or consulting firm to perform an Organizational Assessment of the Efficiency and Effectiveness of our Police Services and Communications Center and other related functions. The purpose of this assessment is to review current management and operations of Law Enforcement functions to identify opportunities and develop recommendations for improving current methods of service delivery, improving efficiency, and improving the value of services provided. The Town of Atherton has determined that an independent review of our Law Enforcement services will be beneficial to ensure that the quality and costs of services are consistent with the goals and policy direction of the Town Council.

## **Project Scope**

The Consultant will perform an independent and comprehensive review of Law Enforcement, the Communications Center and related services to optimize performance, improve quality, facilitate the effective and efficient utilization of resources, and identify organizational initiatives to improve service delivery methods and costs. The Consultant will be expected to work closely and collaboratively with staff to obtain necessary data and knowledge to develop findings and recommendations related to the following:

- The efficiency and effectiveness of department operations relating to staffing, workload distribution, productivity, and allocation of resources;
- Assessment of work activities and operation and maintenance processes and protocols;
- Assessment of organizational structure and functional area responsibilities with regards to its compatibility for delivering efficient and effective municipal services;
- Assessment of service delivery costs vs. available and appropriate funding sources with recommendations to improve alignment of service delivery costs to available budget;
- Assessment of the utilization of Information Technology (IT) capabilities including recommendations to improve organizational accountability, documentation of work performed, and access to public information; and
- Organizational strategies and initiatives to improve service costs and delivery.

## **Anticipated Deliverables**

The Consultant will be expected to present the following:

- A. A written report of the work undertaken, summary of findings, and presentation of specific recommendations to improve the efficiency and effectiveness of Police Services and Communications Center and other related functions.. The recommendations should consider:
  - i. Changes in methods of service delivery;
  - ii. Changes in work methods and protocol;
  - iii. Changes to organization structure and functional relationships;
  - iv. Modifications to current funding sources and budget allocations; and
  - v. Alternate deployment and staffing strategies.
- B. Implementation plan and strategy. The implementation plan will consider and address anticipated challenges and will include phasing and sequencing recommendations.
- C. Presentations of the report findings and recommendations to staff and City Council.

### **Term of Contract and Preliminary Schedule**

The Town of Atherton is seeking to have the scope of services completed and the delivery of a draft report and recommendations within 90 days of the date of award and a final report and presentation within 120 days from the date of award. The term of the contract to perform these consulting services will be as negotiated between the Town of Atherton and the selected Consultant.

### **Contract Management**

The selected Consultant will assign one qualified individual, who will be the Consultant's project manager, responsible for directing and coordinating the activities of the Consultant's personnel in all aspects of the project.

The Town of Atherton may elect to meet with any, all, or none of the Consultants prior to selection to clarify their proposal.

The Town of Atherton reserves the right to reject any or all of the proposals submitted.

### **Proposal Content**

The proposals shall include:

- A. Experience, Expertise, and Capabilities
  - i. Information about the Consultant. The name, location, mailing address, telephone number, email address, and other pertinent information for the Consultant. The proposal must also identify and provide contact information for:
    - a. The individual with authority to negotiate and contractually bind the Consultant; and

- b. Those who may be contacted for the purpose of clarifying the information provided in the proposal.
- ii. Philosophy Statement. A statement of the Consultant's philosophy and approach in undertaking consulting services of the nature outlined in the RFP.
- iii. Summary of Relevant Experience and Ability.
  - a. *Personnel Listing*. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's relevant qualifications and experience. The project manager must be clearly identified. All sub-consultants must also be identified.
  - b. *References*. Identify and provide a brief summary of work done in the last 5 years for organizations or departments that are similar in size and complexity. In addition, provide the name, title, address, and telephone number of a contact person from each organization.

B. Project Approach

- i. Work Plan. Indicate the Scope of Services that will be performed, the anticipated methodology to be used, name of staff performing the tasks, and hours required to complete the Scope of Services in this RFP.
- ii. Services Expected of the Town of Atherton. Identify the nature and scope of the services and information to be provided by the Town of Atherton.

C. Price

- i. Cost Proposal. A cost proposal addressing the elements of the work to be performed shall be submitted. This proposal shall be in sufficient detail to include the task and number of hours required. Proposals shall include a total price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. The Consultant shall indicate any and all costs that are considered necessary for the completion of the project. The Town of Atherton shall use this figure as a basis for a negotiated agreement resulting from this RFP.

D. Additional Data

- i. Any additional information that the Consultant wishes to bring to the attention of the Town of Atherton that is relevant to this RFP.

**All proposals must be signed by the Consultant's authorized official or the proposal will not be accepted.**

The Town of Atherton will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a selection committee(s).

### **Evaluation of Proposals**

The following criteria are expected to be among those used in the selection process. They are presented as a guide for the Consultant in understanding the Town of Atherton's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- A. Proposed Project Approach. Emphasis will be on the Consultant's understanding and experience performing similar assessments, understanding and direct knowledge of municipal Law Enforcement service delivery challenges, soundness of approach, effective use of time, and the demonstrated expertise of proposed staff.
- B. Proposed costs.
- C. Experience, expertise, and capabilities of the Consultant.

### **Due Date for Proposal Submittals**

A total of five (5) proposal submittals and one (1) electronic submittal must be received no later than Monday February 14, 2011 by noon, (12:00 p.m.). The electronic proposal should be sent to Theresa DellaSanta at [tdellasanta@ci.atherton.ca.us](mailto:tdellasanta@ci.atherton.ca.us) must be received no later than Monday February 14, 2011 by noon, (12:00 p.m.). Proposals and any questions regarding this process should be addressed to:

Ms. Theresa DellaSanta  
Atherton City Clerk  
(650) 752-0529  
91 Ashfield Road  
Atherton, CA 94027-3896  
[tdellasanta@ci.atherton.ca.us](mailto:tdellasanta@ci.atherton.ca.us)

----- End of RFP -----



## 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 FEBRUARY 16, 2011**

**SUBJECT: APPROVE RECOMMENDATION FROM AD-HOC LEGAL COUNSEL COMMITTEE AND LEGAL COUNSEL SELECTION COMMITTEE TO ESTABLISH A CHARTER FOR THE LEGAL COUNSEL SELECTION COMMITTEE AND DEVELOP A PROCESS FOR SELECTING A CITY ATTORNEY**

#### **RECOMMENDATION:**

Approve recommendation from ad-hoc legal counsel committee and legal counsel selection committee to establish a charter for the legal counsel selection committee and for developing a process for selecting a City Attorney.

#### **BACKGROUND:**

At the January 26, 2011 special City Council meeting four residents were appointed to a Legal Counsel Selection Committee. The Legal Counsel Selection Committee was directed to work with the Legal Counsel ad-hoc committee comprised of Council Members Lewis and Carlson to establish a charter, develop a process for opening the proposal received, and develop a process for interviewing candidates and making recommendations to Council.

The ad-hoc committee met with the selection committee at a duly noticed meeting on Wednesday, February 9<sup>th</sup>.

Based on the meeting the committees recommend the following:

Legal Counsel Selection Committee Charter: Recommend the top three (3) to five (5) candidates to Council with rationale for choice.

Process for opening proposals: Based on Council approval, on February 17<sup>th</sup>, the City Clerk will provide one set of all 10 proposals to the ad-hoc legal counsel and selection committees for review. The proposals will be sent to the remaining City Council Members as well.

The ad-hoc committee and selection committee will rate the firms based off a matrix created by combining the following factors listed in the Request for Proposal: the issues of concern plus sections C. (executive Summary), D. (Statement of Understanding), E. (Approach to Legal Services), and F. (Background and Capacity).

The rating sheets will be submitted to the City Clerk no later than Monday, February 28, 2011. The City Clerk will compile each members scoring sheet into one document to be reviewed at a joint special meeting between the ad-hoc legal counsel committee and the legal counsel selection committee on Wednesday, March 2, 2011 at 9:00 a.m. The committees will discuss the scores and come up with a shortlist of 3 to 5 candidates to interview. Interviews will be held on Monday, March 14, 2011 beginning at 8:30 a.m. Both meetings will be in council authorized closed session in order for the committees to perform the selection and interview process.

Meanwhile, staff will send a letter to all candidates alerting the candidates of the timeline proposed and reserving the right to allow any Council Member to meet individually with a candidate physically or by phone for an interview. As a courtesy, this letter will have already been sent out prior to the February 16, 2011 Council meeting. The letter will be specific and clear that the proposed timeline is based solely on Council approval at the regular meeting on February 16<sup>th</sup> and is subject to change.

The ad-hoc legal counsel committee and legal counsel selection committee will be prepared to recommend their top 3 to 5 choices, in order, to Council at their regular March 16<sup>th</sup> meeting.



## 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 FEBRUARY 16, 2011**

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING THE MID-YEAR  
BUDGET ADJUSTMENTS FOR FY 2010-11**

### **RECOMMENDATION**

Adopt the Resolution Approving the Mid-Year Budget Adjustments for FY 2010-11.

### **DISCUSSION**

The FY 2010-11 budget was adopted in June 2010. After reviewing the actual operating result for the six months ended December 31, 2010, staff is proposing the attached adjustments to more accurately reflect the revenue trend and unbudgeted expenditures.

Excluding Building Department revenue and expenditure, General Fund is projecting a surplus at June 30, 2011 of \$93,411. The surplus is mostly due to \$75,655 of one-time escheated unclaimed building and public works deposits and some cost savings in the Police Department.

Taking a conservative projection for building revenue, the Building Department is projecting a \$528,557 loss for the FY 2011. The Building Department operating reserve is being used to cover the department deficit. This leaves the Building Department operating reserve with a projected balance at June 30, 2011, of \$502,079 which is about 50% of the targeted reserve of \$1 million to cover eighteen months of work load liability.

### **FISCAL IMPACT**

In addition to reducing the Building Department operating reserve by a projected \$502,079, General Fund reserve is projected to decrease by \$793,943 to cover a transfer of \$902,355 to reimburse Road Impact Fee Fund for incorrect charges.

Prepared by:

Approved by:

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Louise Ho  
Finance Director

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John Danielson  
Interim City Manager

Attachment:

- Resolution of the City Council of the Town of Atherton Approving Mid-year 2010-11 Budget Adjustment
- Exhibit A General Fund Mid-Year 2011 Revenues & Expenditures Review
- Exhibit B General Fund Mid-Year 2011 Supplemental Expenditure Request
- Exhibit C Other Funds Mid-Year 2011 Supplemental Request

**RESOLUTION NO. 11-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON APPROVING MID-YEAR BUDGET ADJUSTMENTS  
FOR FY 2010-11**

**WHEREAS**, it is the goal of the City Council to continue to provide the highest level of cost-effective service to Atherton's residents within the funds available; and,

**WHEREAS**, the City Council annually conducts a mid-year budget review to ascertain the performance of all City departments in meeting their budget objectives, review revenue trends and make budgetary adjustments for unforeseen and emergency expenses; and,

**WHEREAS**, the City Council wishes to modify the FY 2010-11 budget to reflect that mid-year budget review.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2010-11 Town Budget to enact the changes identified on Exhibit A, B, and C, attached hereto.

**PASSED AND ADOPTED** at a meeting of the City Council of the Town of Atherton held on the 16th day of February, 2011, by the following vote:

AYES: Council Members:  
NOES: Council Members:  
ABSTAIN: Council Members:  
ABSENT: Council Members:

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Jim Dobbie  
Mayor

ATTEST:

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Theresa N. 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**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF FEBRUARY 16, 2011 – REVISED 02/16**

**SUBJECT: APPROVE AN AGREEMENT WITH INTERWEST CONSULTING GROUP TO CONDUCT AN ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY STUDY FOR PUBLIC WORKS, BUILDING, ADMINISTRATION, AND OTHER RELATED FUNCTIONS IN AN AMOUNT NOT TO EXCEED \$48,000 AND AUTHORIZE CITY MANAGER TO EXECUTE A CONTRACT ON BEHALF OF THE TOWN**

### **RECOMMENDATION:**

Approve an agreement with Interwest Consulting Group to conduct an organizational effectiveness and efficiency study for Public Works, Building, Administration and other related functions, and authorize the City Manager to sign the contract on behalf of the Town in an amount not to exceed \$48,000 and authorize City Manager to execute a contract on behalf of the Town

### **INTRODUCTION:**

The purpose of this assessment is to review current management and operations of the Public Works, Building and Administration functions to identify opportunities and develop recommendations for improving current methods of service delivery, improving efficiency, and improving the value of services provided. The Town of Atherton has determined that an independent review of our municipal services will be beneficial to ensure that the quality and costs of services are consistent with the goals and policy direction of the Town Council.

The Consultant will perform an independent and comprehensive review of Public Works, Building, Administration and other related functions to optimize performance, improve

quality, facilitate the effective and efficient utilization of resources, and identify organizational initiatives to improve service delivery methods and costs. The Consultant will be expected to work closely and collaboratively with staff to obtain necessary data and knowledge to develop findings and recommendations the efficiency of operations, assessment of work activities and organizational structure, assessment of service delivery costs and of the current GIS system and IT infrastructure.

Below is a list of proposals received:

<b><u>Firm</u></b>	<b><u>Cost</u></b>
Interwest Consulting Group	\$48,000
Matrix Consulting Group	\$28,500

**FISCAL IMPACT:**

Interwest Consulting Group proposes to perform the work detailed in the work program for a fixed fee of \$12,000 per month, not to exceed \$48,000.

Attachment: Request for Proposal



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF FEBRUARY 16, 2011- REVISED 02/16**

**SUBJECT: APPROVE AN AGREEMENT WITH PMC TO CONDUCT AN ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY STUDY FOR POLICE SERVICES AND THE COMMUNICATIONS CENTER IN AN AMOUNT NOT TO EXCEED 25,000 AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE TOWN**

### **RECOMMENDATION:**

Approve an agreement with PMC to conduct an organizational effectiveness and efficiency study for police services and the communications center in an amount not to exceed \$25,000, and authorize the City Manager to sign the contract on behalf of the Town.

### **INTRODUCTION:**

The purpose of this assessment is to review current management and operations of Law Enforcement functions to identify opportunities and develop recommendations for improving current methods of service delivery, improving efficiency, and improving the value of services provided. An independent review of the Town's law enforcement services will be beneficial to ensure that the quality and costs of services are consistent with the goals and policy direction of the Town Council.

The Consultant will perform an independent and comprehensive review of Law Enforcement, the Communications Center and related services to optimize performance, improve quality, facilitate the effective and efficient utilization of resources, and identify organizational initiatives to improve service delivery methods and costs. The Consultant will be expected to work closely and collaboratively with staff to obtain necessary data

and knowledge to develop findings and recommendations the efficiency of operations, assessment of work activities and organizational structure, assessment of service delivery costs and of the current IT infrastructure.

<b><u>Firm</u></b>	<b><u>Cost</u></b>
PMC	\$25,000
Matrix	\$22,000
Arroyo Associates	\$42,650

**FISCAL IMPACT:**

The cost proposal for these services is a firm fixed fee in an amount not to exceed \$25,000.

Attachment: Request for Proposal

**InterWest- Public Works, Bldg etc.**

<b>Evaluation Category</b>	<b>Max Score</b>	<b>WRW</b>	<b>JD</b>
1) Related project experience.	20	20	20
2) Firm's ability and capacity to perform the work.	20	15	15
• Key personnel committed to this project	20	20	20
3) Grasp of the project requirements			
• Studies similar in nature	10	10	10
• Design of process	10	10	10
• Understanding of Project	20	15	20
4) Method to be used to fulfill the required services, including design phase	25	20	20
5) Management approach for technical requirements.:			
• Cost controls	5	4	3
• Design and implement phase	10	10	10
6) consultants that may work on the project.	15	12	15
7) Time schedule planned for this project.	10	7	7
8) Firm's experience and methods	15	15	15
9) Determining fee and compensation	20	10	10
Total	200	168	175

**Matrix-Public Works**

<b>Evaluation Category</b>	<b>Max Score</b>	<b>WRW</b>	<b>JD</b>
1)Related project experience.	20	20	20
2) Firm's ability and capacity to perform the work.	20	19	16
• Key personnel committed to this project	20	20	18
3) Grasp of the project requirements			
• Studies similar in nature	10	10	8
• Design of process	10	7	7
• Understanding of Project	20	15	16
4) Method to be used to fulfill the required services, including design phase	25	20	20
5) Management approach for technical requirements.:			
• Cost controls	5	3	5
• Design and implementation phase	10	5	10
6) consultants that may work on the project.	15	12	12
7) Time schedule planned for this project.	10	8	7
8) Firm's experience and methods	15	15	14
9) Determining fee and compensation	20	10	12
Total	200	164	165

**Arroyo-Police**

<b>Evaluation Category</b>	<b>Max Score</b>	<b>WRW</b>	<b>JD</b>
1)Related project experience.	20	20	20
2) Firm's ability and capacity to perform the work.	20	15	15
• Key personnel committed to this project	20	15	15
3) Grasp of the project requirements			
• Studies similar in nature	10	10	10
• Design of process	10	10	8
• Understanding of Project	20	12	10
4) Method to be used to fulfill the required services, including design phase	25	25	20
5) Management approach for technical requirements.:			
• Cost controls	5	2	2
• Design and implementation phase	10	5	5
6) consultants that may work on the project.	15	8	10
7) Time schedule planned for this project.	10	5	5
8) Firm's experience and methods	15	15	15

9) Determining fee and compensation	20	10	10
Total	200	152	145

### **PMC-Police**

<b><u>Evaluation Category</u></b>	<b><u>Max Score</u></b>	<b><u>WRW</u></b>	<b><u>JD</u></b>
1)Related project experience.	20	20	20
2) Firm's ability and capacity to perform the work.	20	19	20
• Key personnel committed to this project	20	20	20
3) Grasp of the project requirements			
• Studies similar in nature	10	10	10
• Design of process	10	7	8
• Understanding of Project	20	15	18
4) Method to be used to fulfill the required services, including design phase	25	20	20
5) Management approach for technical requirements.:			
• Cost controls	5	3	4
• Design and implementation phase	10	5	10
6) consultants that may work on the project.	15	12	15
7) Time schedule planned for this project.	10	8	8
8) Firm's experience and methods	15	15	15
9) Determining fee and compensation	20	10	15
Total	200	164	183

### **Matrix-Police**

<b><u>Evaluation Category</u></b>	<b><u>Max Score</u></b>	<b><u>WRW</u></b>	<b><u>JD</u></b>
1)Related project experience.	20	20	20
2) Firm's ability and capacity to perform the work.	20	19	20
• Key personnel committed to this project	20	20	18
3) Grasp of the project requirements			
• Studies similar in nature	10	10	10
• Design of process	10	7	8
• Understanding of Project	20	15	15
4) Method to be used to fulfill the required services, including design phase	25	20	18
5) Management approach for technical requirements:			
• Cost controls	5	3	4
• Design and implementation phase	10	5	7
6) consultants that may work on the project.	15	12	10
7) Time schedule planned for this project.	10	8	7
8) Firm's experience and methods	15	15	14
9) Determining fee and compensation	20	10	12
Total	200	164	163