



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**

**June 18, 2003**

**7:00 p.m.**

**TOWN COUNCIL CHAMBERS**

94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

- 7:00 P.M. 1. PLEDGE OF ALLEGIANCE**
- 7:03 P.M. 2. ROLL CALL McKeithen, Marsala, Carlson, Janz, Conwell**
- 7:05 P.M. 3. PRESENTATIONS**
- A. Proclamation in Recognition of Menlo Masters Swim Club**
- 7:10 P.M. 4. COUNCIL REPORTS**
- 7:20 P.M. 5. PUBLIC COMMENTS (only for items which are not on the agenda – limit of three minutes per person)**
- 7:30 P.M. 6. STAFF REPORTS**
- 7:40 P.M. 7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT (Per Resolution No. 02-31)**
- Atherton Dames/Holbrook-Palmer Recreation Park Foundation**
- 7:45 P.M. CONSENT CALENDAR (Items 8 – 16)**
- 8. APPROVAL OF MINUTES OF SPECIAL AND REGULAR COUNCIL MEETINGS OF MAY 21, 2003**
- 9. APPROVAL OF BILLS AND CLAIMS FOR MAY, 2003 IN THE AMOUNT OF \$970,506**
- 10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR MAY 2003**

**11. APPROVAL OF AGREEMENT WITH LIEBERT CASSIDY WHITMORE TO PROVIDE LEGAL SERVICES (CONTINUED FROM MARCH 19, 2003 MEETING)**

**Recommendation:** Authorize the Mayor to execute an agreement with Liebert Cassidy Whitmore for legal services relating to labor relations.

**12. APPROVE REQUEST FOR REFERRAL TO THE GENERAL PLAN COMMITTEE THE ISSUE OF CONSTRUCTION SITE PARKING**

**Recommendation:** Approve the request from Planning Commission Chair Phil Lively to refer the issue of construction vehicle parking to the General Plan Committee.

**13. APPROVAL OF CONTRACT CHANGE ORDER NUMBER TWO TO THE ATHERTON AVENUE RECONSTRUCTION PROJECT**

**Recommendation:** Approve Contract Change Order Number Two to the Atherton Avenue Reconstruction Project to include the Atherton Avenue cul-de-sac, in the amount of \$38,658.20.

**14. AUTHORIZATION TO ADD SECOND DEFERRED COMPENSATION PLAN FOR TOWN EMPLOYEES**

**Recommendation:** Authorize the Mayor to enter into an agreement with AIG/VALIC to add the Self-Directed Tax Advantaged Retirement System (STARS) as a Deferred Compensation Plan for Town employees at no cost to the Town.

**15. ACCEPTANCE OF FINAL MAP FOR 223 CAMINO AL LAGO**

**Recommendation:** Accept and approve the final parcel map for 223 Camino al Lago.

**16. APPROVAL OF PLANS AND SPECIFICATIONS - TENNIS COURT RESTORATION PROJECT**

**Recommendation:** Approve the plans and specifications for the Holbrook-Palmer Park Tennis Courts Restoration Project, Project No. 03-005

**REGULAR AGENDA (Items 17 – 25)**

- 7:55 P.M. 17. UPDATE FROM BKF ENGINEERS AND H.T. HARVEY ON UPPER ATHERTON CHANNEL STABILITY IMPROVEMENTS PROJECT (THIS ITEM WILL BE CONTINUED TO THE JULY 16, 2003 REGULAR COUNCIL MEETING)**

**This item has been continued to the July 16, 2003 Regular City Council meeting to allow for incorporating the results of the biotic study (red-legged frog) into the reports.**

- 7:55 P.M. 18. PROGRESS REPORT ON TEMPORARY NO PARKING ZONE ON OAK GROVE AVENUE**

**Recommendation: After consideration of progress report, continue temporary placement of the no parking signs on Oak Grove Avenue during the month of September with a final recommendation of a permanent solution to be presented to Council at the October City Council meeting.**

- 8:15 P.M. 19. CONSIDER APPROVAL OF ANIMAL CONTROL SERVICES AGREEMENT WITH THE COUNTY OF SAN MATEO AND INTRODUCE AN ORDINANCE REVISING ANIMAL CONTROL FEES**

**Recommendation: Approve a new contract with the County of San Mateo for animal control services and introduce an ordinance conforming the Town's fee schedule related to animal control to the County's recommended schedule.**

- 8:35 P.M. 20. CONSIDERATION OF AGREEMENT WITH PENINSULA CONFLICT RESOLUTION CENTER**

**Recommendation: Consider the request from the Peninsula Conflict Resolution Center for membership and provide direction to staff if appropriate.**

- 8:50 P.M. 21. CONSIDERATION OF A REQUEST FOR MEMBERSHIP IN PENINSULA POLICY PARTNERSHIP**

**Recommendation: Consider the request of the Peninsula Policy**

**Partnership for membership in their organization, and membership dues in the amount of \$2,000.**

- 9:00 P.M. 22. CONSIDERATION OF REQUEST OF CITY/COUNTY ASSOCIATION OF GOVERNMENTS FOR A LISTING OF POSSIBLE PROJECTS FOR PROPOSED CONTINUATION OF THE MEASURE "A" ONE-HALF (1/2) CENT SALES TAX FOR TRANSPORTATION**

**Recommendation: Consider and give direction to staff of any Capital Projects for inclusion in the proposed renewal of the Measure "A" One-half (1/2) cent sales tax for Transportation that will expire at the end of 2008.**

- 9:15 P.M. 23. DISCUSSION AND CONSIDERATION OF OPTIONS FOR REDUCING LENGTH OF CITY COUNCIL MEETINGS**

**Recommendation: Hold discussion and consider options for reducing the length of City Council meetings, and give direction to staff if appropriate.**

- 9:30 P.M. 24. ADOPTION OF A RESOLUTION ADOPTING THE FISCAL YEAR 2003-04 BUDGET**

**Recommendation: Adopt Resolution No. 03-\_\_, adopting the Fiscal Year 2003-04 Integrated Operating and Capital Budget.**

- 10:10 P.M. 25. ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2003-04 APPROPRIATIONS LIMIT AND CALCULATIONS**

**Recommendation: Adopt Resolution No. 03-\_\_ approving the Fiscal Year 2003-04 Appropriations Limit and Calculations.**

- 10:15 P.M. 26. PUBLIC COMMENTS**

- 10:30 P.M. 27. ADJOURNMENT**

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk's Office at (650) 752-0529. 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)



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**May 21, 2003**  
**6:00 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
**91 Ashfield Road, Atherton**  
**Special Meeting**

**Mayor Janz called the meeting to order at 6:08 p.m.**

**1. ROLL CALL**

**PRESENT:** Kathy McKeithen  
William R. Conwell  
Charles E. Marsala  
James R. Janz

**ABSENT:** Alan B. Carlson (Excused Absence)

**City Manager Jim Robinson and City Attorney Marc Hynes were present.**

**2. PUBLIC COMMENTS**

**There were no public comments.**

**3. CLOSED SESSION**

**The Council adjourned to Closed Session at 6:10 p.m.**

**4. RECONVENE TO OPEN SESSION**

**The Council reconvened to Open Session at 6:50 p.m. The following action was taken:**

**A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –  
pursuant to Government Code Section 54956.9 (a) Teamsters Local No. 856 v.  
City of Atherton**

**No action was taken.**

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –  
pursuant to Government Code Section 54956.9 (a)  
Stephen Chaput v. Town of Atherton  
Patrick McTaggart v. Town of Atherton**

**Direction was given to the City Attorney.**

**5. ADJOURN**

**The meeting adjourned at 6:55 p.m.**

**Respectfully submitted,**

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**James R. Janz, Mayor**



**Draft Minutes  
Town of Atherton  
CITY COUNCIL/ATHERTON CHANNEL  
DRAINAGE DISTRICT**

**May 21, 2003**

**7:00 p.m.**

**TOWN COUNCIL CHAMBERS**

94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

**Mayor Janz called the meeting to order at 7:14 p.m.**

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**

**PRESENT:** Kathy McKeithen  
Charles E. Marsala  
James R. Janz  
William R. Conwell

**ABSENT:** Alan B. Carlson (excused absence)

City Manager Jim Robinson and City Attorney Marc Hynes were present.

**3. PRESENTATIONS**

**A. Peninsula Conflict Resolution Center – Executive Director Patricia Brown presented information on community mediation services offered by the Peninsula Conflict Resolution Center. The Council asked that this be placed on the June 18, 2003 Council agenda.**

**B. Certificates of Appreciation – Mayor Janz presented certificates of appreciation to the following outgoing commission/committee members:**

**Park and Recreation Commission -**

**Marion Oster**

**Jeanne Wangsness**

**General Plan Committee -**

**Alex (Sandy) Kaye**

**Joan Sanders**

**James Dobbie**

**Audit Committee -**

**Jerry Carlson (not present)**

- C. Recognition of Police Explorers and Police Canine - Police Chief Bob Brennan introduced four Police Explorers who graduated from the nine-week program: Justin Ruggeiro, Chris Caldwell, Samuel Zats, and Genevieve Chognard. Police Officer Mario Garcia was present to talk about the Canine program and introduce new Police Canine, Zar.**
- D. Proclamation in Recognition of Peninsula Camellia Society – Mayor Janz presented a proclamation to Barbara Tuffli of the Peninsula Camellia Society in recognition of the Society’s donation of camellia plants to Holbrook-Palmer Park.**
- E. Recognition of Joseph Mercer – Mayor Janz presented retiring Parks Supervisor Joseph Mercer with a plaque in appreciation of his many years of service to the Town.**

#### **4. COUNCIL REPORTS**

- Council Member Conwell reported on this month’s City/County Association of Governments meeting he attended. He also reported on the San Francisco Airport Roundtable meeting. It is anticipated that air traffic will resume normal levels by 2006. The Criminal Justice Commission met today and received a presentation by San Mateo County Mental Health.**
- Mayor Janz reported on the League of Cities and Council of Cities meetings he attended in April. County Supervisor Rose Jacobs Gibson gave a presentation at the Council of Cities meeting. On May 8 the Mayor participated in a roundtable discussion with other local mayors which was broadcast on the public access channel. The ABAG Executive Board met May 15, and the May Council of Cities dinner was held May 16. Mayor Janz will attend a Peninsula Policy Partnership meeting on Thursday, May 22, on peninsula transportation needs.**
- Council Member Marsala attended a Friends of the Library meeting this morning. The Library JPA will hold a workshop on the first Monday in June. He reported on the Arts Committee “Big Daddy Jazz” event to be held June 15 in Holbrook-Palmer Park. The Screening Committee met and has an item on tonight’s agenda recommending an appointment to the Mid-Peninsula Community Center Board. Council Member Marsala asked for future presentations from the Mid-Peninsula Community Center Board and the Mosquito Abatement District. He also asked the Council to consider agendaizing an item on reducing the length of Council meetings. The Mayor concurred with this request.**
- Council Member McKeithen reported on the San Mateo County Office of Emergency Services meeting held on April 17. A countywide disaster exercise was held on April 10. The Atherton Channel District Sub-committee met April 28. BKF Engineers provided a proposal for improvements to the upper Atherton Channel. An environmental report is being prepared by Neal Martin and Associates. The next meeting will be June 2, 2003 at 8:00 a.m.**

#### **5. PUBLIC COMMENTS**

The following members of the audience spoke:

- Phil Lively, Planning Commission Chair, requested that the Council refer the issue of construction vehicle parking to the General Plan Committee. The Mayor asked that an item be placed on the next Council agenda to consider the referral to the General Plan Committee.
- Marion Oster, Atherton Tree Committee, announced the Arbor Day celebration on June 7 at Holbrook-Palmer Park.
- Dr. Alice Campbell, Vice Principal at Menlo Atherton High School, spoke on the impact of off-site student parking. Mayor Janz invited Dr. Campbell to stay for discussion on Agenda Item 16.
- Gilbert Cain, 272 Greenoaks Drive, regarding a camper trailer on neighboring property. The City Manager stated that staff will follow up on this.
- Bob Jenkins, Atherton Civic Interest League, announced the annual Town meeting Thursday night, May 22.

## 6. STAFF REPORTS

- City Manager Jim Robinson reported that the Council will hold a special meeting on Monday, June 16 at 6:00 p.m. to consider the Fiscal Year 2003-04 budget. He also followed up on several items: the Menlo Park Fire Protection District has completed their findings of fact for fire sprinkler requirements. The District will be recommending fire sprinklers for new construction of 1,000 square foot or larger. This item will return to the Council at a later date. The General Plan Committee, at their June 4 meeting, will conduct a discussion on regulations for woodburning fireplaces as directed by the Council. The Town will begin a number of road construction projects soon. Notices will be sent out to residents when road closures are necessary. A representative from P.G.& E. will be present at the June meeting to discuss utility undergrounding.
- City Attorney Marc Hynes reported out of the closed session held at 6:00 p.m. as follows:

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to Government Code Section 54956.9 (a) Teamsters Local No. 856 v. City of Atherton

No action was taken.

- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to Government Code Section 54956.9 (a)  
Stephen Chaput v. Town of Atherton  
Patrick McTaggart v. Town of Atherton

Direction was give to the City Attorney.

## 7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT

No report scheduled.

## CONSENT CALENDAR

Council Member Conwell announced that in regard to Item 14 on the Consent Agenda, the Screening Committee has recommended that Leo Joseph be appointed to serve on the Mid-Peninsula Media Center Board.

Mayor Janz asked that Item 8, Approval of April City Council Meeting Minutes, be removed from the Consent Agenda as he could not approve the minutes since he was not in attendance at the April Council meetings.

MOTION – to approve Items 9 through 14 as presented on the Consent Agenda.

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

MOTION – to approve Item 8, Council meeting minutes of April 16, 2003.

M/S McKeithen/Marsala           Ayes: 3   Noes: 0   Absent: 1 (Carlson) Abstain: 1 (Janz)

8.    **APPROVED MINUTES OF SPECIAL AND REGULAR COUNCIL MEETINGS OF APRIL 16, 2003**
9.    **APPROVED BILLS AND CLAIMS FOR APRIL 2003 IN THE AMOUNT OF \$778,629**
10.   **ACCEPTED MONTHLY FINANCIAL REPORT FOR APRIL 2003**
11.   **ACCEPTED QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2003**
12.   **APPROVED PLANS AND SPECIFICATIONS FOR ELENA AVENUE – ATHERTON CHANNEL BOX CULVERT REPLACEMENT**  
  
Approved plans and specifications for Elena Avenue – Atherton Channel Box Culvert Replacement, Project 03-006.
13.   **ADOPTED AMENDED PARK FEE RESOLUTION**  
  
Adopted Resolution No. 03-08, modifying wedding and social event fees at Holbrook-Palmer Park and rescinding Resolution No. 03-07.
14.   **APPOINTMENT TO MIDPENINSULA COMMUNITY MEDIA CENTER BOARD**

Accepted the recommendation of the City Council Screening Committee to nominate Leo Joseph to serve on the Mid-Peninsula Community Media Center Board.

## **PUBLIC HEARING**

### **15. PUBLIC HEARING – APPEAL OF PLANNING COMMISSION DECISION TO DENY A HERITAGE TREE REMOVAL PERMIT AT 77 FLOOD CIRCLE**

**This item was removed from the agenda at the request of the applicant. A letter was received by the Town from Mr. Bradley Smith of PPG, withdrawing the appeal. Council Member McKeithen asked that the City Manager report back to the Council at the next meeting regarding the status of the appeal fee.**

## **REGULAR AGENDA**

### **16. CONSIDERATION OF ADOPTION OF A RESOLUTION ESTABLISHING NO PARKING ZONES ON OAK GROVE AVENUE**

**City Manager Jim Robinson presented the staff report for this item. A petition was received by the Transportation Subcommittee at the April 8<sup>th</sup> meeting from residents along Oak Grove Avenue requesting that a No Parking Zone be established on Oak Grove Avenue near the fire trail leading to Menlo-Atherton High School. The issue involves problems residents are encountering as a result of student parking along Oak Grove Avenue. The Transportation Subcommittee recommended that this item be referred to the City Council rather than waiting for the next regularly scheduled Subcommittee meeting in July. Public Works Director Duncan Jones presented staff's recommendation to initiate a trial No Parking Zone and alternatives suggested by the Transportation Subcommittee.**

**The following members of the audience spoke on this issue:**

**Gene Rouen, Oak Grove Avenue  
Bruce Smith, Oak Grove Avenue  
Wayne Kaplan, Oak Grove Avenue  
Bob Huber, Frederick Avenue  
Byrne Bernhard, Toyon Road  
Anita McCreery, De Bell Drive  
Eugene Barry, Oak Grove Avenue  
Rick Skierka, Toyon Road  
Curtis Thatcher, Oak Grove Avenue  
Dr. Alice Campbell, Menlo-Atherton High School Vice Principal**

**Discussion ensued regarding the impact that school construction is having on student and teacher parking. Alternatives for off-site parking were discussed. In response to the Council's questions on how the school is addressing parking issues, Dr. Campbell stated that the school is aware of the neighbors' concerns and is reviewing the methods by which the school issues parking permits.**

City Manager Jim Robinson stated that the Town has no jurisdiction over construction on public school property, but that the Town should pursue communication with the school and the City of Menlo Park regarding the proposal to build a theater on the Menlo-Atherton High School site. The Council agreed that dialogue needs to take place between Town staff and the school during the No Parking trial period.

**MOTION – to adopt Resolution No. 03-09, establishing a temporary No Parking Zone on both sides of Oak Grove Avenue between Oak Grove Avenue Cul-de-sac and Edge Road, on Monday through Friday between the hours of 7:30 a.m. and 3:00 p.m. from May 22, 2003 to June 13, 2003, and adding language to the end of paragraph 5 as follows: “and the Police and Public Works Departments are authorized discretion to install additional signs on side streets if warranted”.**

M/S Marsala/Conwell

Ayes: 4 Noes: 0 Absent: 1 (Carlson) Abstain: 0

**17. CONSIDERATION OF A RESOLUTION IN SUPPORT OF REBUILDING A NEW, STATE-OF-THE-ART SEQUOIA HOSPITAL IN REDWOOD CITY**

City Manager Jim Robinson presented the staff report for this item. The Council requested that this item be placed on the May agenda as a result of the presentation given by Sequoia Hospital Administrator Glenna Vaskelis at the April meeting.

**MOTION – to adopt a resolution in support of rebuilding Sequoia Hospital.**

M/S Marsala/McKeithen

Ayes: 2 Noes: 2 (Conwell and Janz) Absent: 1(Carlson) Abstain: 0

**MOTION FAILED.**

Lou Paponis, McBain Avenue, spoke from the audience.

Council Member Conwell stated that in the past the Council has refrained from taking a stance on such issues. Ms. Vaskelis was present during consideration of this item and was asked to keep the Town informed on the status of the project.

**18. CONSIDERATION OF THE ATHERTON CIVIC INTEREST LEAGUE “ATHERTON PRIDE” PROJECT**

At the April City Council meeting, Charlie Ramorino, member of the Atherton Civic Interest League (ACIL), requested that the Council endorse the ACIL “Atherton Pride” project. According to Mr. Ramorino, ACIL would contact homeowners when properties are determined to be showing neglect, sending them a copy of the nuisance abatement ordinance along with a letter. The letter would be provided to the Town for review prior to being mailed out. ACIL Chair, Bob Jenkins, also spoke on the project.

Marion Oster and Kristi Waldron spoke from the audience.

After discussion, the Council agreed not to formally endorse the project. ACIL was encouraged to report to Town staff any properties identified as constituting a nuisance. The City Manager noted that Town staff is limited, and any list of reported “nuisance” properties would have to be prioritized. The Council asked Mr. Ramorino to return to in September with a status report on the project.

**19. APPROVAL OF DESIGN DEVELOPMENT PLANS FOR THE PUBLIC WORKS STREET CORPORATION YARD REMODEL PROJECT**

Public Works Director Duncan Jones presented the staff report for this item. The Fiscal Year 2002-2003 Capital Improvements Budget included funding for the Street Corporation Yard Remodel Design. The project includes the construction of a new building to house a superintendent’s office, crew lockers, and other essential street crew operating needs. Architect John Matthews presented conceptual plans which were modified based on recommendations provided by the Planning Commission.

Final plans will be brought before the City Council in July for approval. Construction is scheduled to begin in the fall and will take approximately three months to complete.

**MOTION – to approve the Design Development Plans for the Public Works Street Corporation Yard Remodel.**

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

**20. CONSIDERATION OF SUSTAINABLE SAN MATEO COUNTY GRANT REQUEST**

City Manager Jim Robinson presented the staff report for this item. Sustainable San Mateo County, a nonprofit public benefit corporation, has requested funding from the Town in the amount of \$1,500 to support production of a report entitled “Indicators for a Sustainable San Mateo County: A Yearly Report Card on Our County’s Quality of Life”.

The Council agreed that this organization’s activities pertain mainly to business and directed staff to inform Sustainable San Mateo County representatives that the Council declines to participate at this time.

**21. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN LETTERS ON BEHALF OF THE CITY COUNCIL IN SUPPORT OF ASSEMBLY BILL 1546 AND ASSEMBLY CONSTITUTIONAL AMENDMENT 10, AT THE REQUEST OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG)**

City Manager Jim Robinson stated that the City/County Association of Governments (C/CAG) has requested support of jurisdictions within San Mateo County for passage of two pieces of legislation, Assembly Bill 1546 and Assembly Constitutional Amendment 10. AB 1546 would authorize C/CAG to levy an assessment of up to four dollars on the motor vehicle license fee to support two types of program that address the impacts of

**automobiles. ACA 10 would exclude fees and charges for storm water and urban runoff management from the two-thirds electoral vote requirement under Proposition 218.**

**Vice Mayor McKeithen asked that changes be made to the letters as follows: last paragraph of the AB 1546 letter, change the word financial to financially, and delete the first sentence in the second paragraph of the ACA 10 letter.**

**MOTION – to authorize the Mayor to sign letters on behalf of the City Council in support of Assembly Bill 1546 and Assembly Constitutional Amendment 10, as amended.**

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

**22.    PUBLIC COMMENTS**

**There were no public comments.**

**23.    ADJOURNMENT**

**The meeting adjourned at 11:45 p.m.**

**Respectfully submitted,**

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**Sharon Barker, City Clerk**

**TOWN OF ATHERTON**  
**CLAIMS LIST**  
 March, 2003

Payroll Checks	2302 - 2490	\$ 66,679
Electronic Transfers		418,896
A/P Checks	15324 – 15524	484,931
<b>TOTAL</b>		<b>\$ 970,506</b>

I, James H. Robinson, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 2302 through 2490 (Payroll) and 15324 through 15524 (Accounts Payable), and Electronic Transfers for Employees Federal Payroll Taxes and fees, inclusive, amount to \$970,506 are true and correct, and that there are funds for payment.

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James H. Robinson  
 City Manager

The above claims, Payroll check numbers 2302 through 2490, Accounts Payable check numbers 15324 through 15524 and Electronic Transfers for employees federal payroll taxes and fees, amount to \$970,506; and are hereby approved for payment.

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James R. Janz  
 Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$733,800
<b>105</b>	Tennis Fund	3,734
<b>201</b>	Special Parcel Tax	6,000
<b>202</b>	Transportation	179,620
<b>203</b>	Gas Tax Fund	-
<b>210</b>	Road Construction Impact Fees	-
<b>213</b>	Library Special Revenue Fund	-
<b>401</b>	General Capital Projects	23,549
<b>402</b>	Storm Drainage	-
<b>403</b>	Atherton Channel District	228
<b>404</b>	Park Playground Improvement	-
<b>405</b>	Middlefield Road Rehab.	-
<b>406</b>	Facilities Construction	9,796
<b>610</b>	Vehicle Replacement	-
<b>611</b>	Computer Maint. & Replacement	148
<b>612</b>	Administrative Services	2,604
<b>614</b>	Workers Compensation Insurance	-
<b>715</b>	Evans Estate	10,329
<b>730</b>	H-P Park Improvement	-
<b>740</b>	Tree Committee	698
<b>TOTAL</b>		<b>\$970,506</b>



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN P. JOHNS, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF WEDNESDAY, JUNE 18, 2003**

**SUBJECT: MONTHLY FINANCIAL REPORT, MAY, 2003**

### RECOMMENDATION:

Receive and file Monthly Financial Report for May, 2003.

### INTRODUCTION:

The attached schedules show revenues and expenditures and fund balance for all funds as of May 31, 2003.

### HIGHLIGHTS

General Fund revenues in May amounted to \$88,155, considerably less than the \$298,000 received in May of the preceding year. The lower than expected revenue is due to a sharp drop off in building permit activity as well as a delay in receiving sales tax, motor vehicle license fee apportionments from the State of California.

At present, we expect to receive our full apportionment of sales tax and motor vehicle license fees from the State of California. However, unless building activity accelerates during the month of June, it may become necessary to draw upon the reserve for future building inspection to help defray the General Fund cost of the Building Department in FY 2002-03.

General Fund expenditures amounted to \$721,629 in May of 2003. By comparison, General Fund expenditures have averaged approximately \$650,000 per month for the first ten months of FY 2002-03.

The primary reason that General Fund expenditures are higher in the month of May than in previous months is that May is one of two months during the fiscal year in which the Finance Department processes three bi-weekly payrolls. Given current expenditure trends, we expect that the General Fund will realize a slightly favorable variance in total expenditures for FY 2002-03, despite the \$308,000 in appropriation reductions taken at mid-year.

In May, the Town of Atherton also received \$278,000 in donor city funds from the County of San Mateo Library JPA. As is consistent with our agreement with the Library JPA, we have placed these proceeds into the Library special revenue fund.

**FISCAL IMPACT:**

Informational only.

Prepared by:

Approved by:

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John P. Johns  
Finance Director

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James H. Robinson  
City Manager

**TOWN OF ATHERTON**  
**Revenue Summary**  
**For the Month ended May 31st, 2003**

<b>Fund</b>	<b>Revenue Source</b>	<b>2002-03 Estimate</b>	<b>Current Period Revenues</b>	<b>Year to Date Revenues</b>	<b>% Received</b>
	Property Tax	\$ 2,854,574	-	\$ 2,561,218	90%
	Sales and Use Tax	133,714	-	145,404	109%
	Other Taxes	802,157	18,649	705,146	88%
	Licenses & Permits	1,357,400	24,767	1,067,234	79%
	Fines & Forfeitures	70,286	5,617	62,827	89%
	Revenue from Other Agencies	202,000	1,163	150,111	74%
	Charges for Services	451,349	27,825	364,407	81%
	Investment & Rental Income	284,400	2,296	266,328	94%
	Other Revenues	12,300	7,838	31,135	253%
	<b>Total General Fund Revenues</b>	<b>6,168,180</b>	<b>88,155</b>	<b>5,353,810</b>	<b>87%</b>
	Interfund (Operating) Transfers In	844,000	-	422,000	50%
101	<b>General Fund Total</b>	<b>7,012,180</b>	<b>88,155</b>	<b>5,775,810</b>	<b>82%</b>
	<b>Special Revenue Funds:</b>				
105	Tennis	9,000	650	8,260	92%
201	Special Parcel Tax	1,570,000	-	1,416,543	90%
202	Transportation	270,000	-	157,231	58%
203	Street Improvement (Gas Tax)	200,000	-	131,509	66%
208	Police on the Street	-	-	-	
209	Law Enforcement	100,000	-	100,997	101%
210	Road Construction Impact Fees	400,000	3,452	308,284	77%
211	State Park Grants Fund	89,259	-	-	0%
213	Library	20,000	278,755	362,223	1811%
	<b>Total</b>	<b>2,638,259</b>	<b>282,857</b>	<b>2,485,047</b>	<b>94%</b>
	<b>Capital Project Funds:</b>				
401	Capital Improvement	10,000	-	84,722	847%
402	Storm Drainage	10,000	-	-	0%
403	Channel Drainage District	52,280	-	36,458	70%
404	Park Playground Improvement	-	-	2,205	0%
405	Middlefield Road Grants	1,200,000	-	1,246,936	104%
406	Facilities Construction	22,000	-	-	0%
	<b>Total</b>	<b>1,294,280</b>	<b>-</b>	<b>1,370,321</b>	<b>106%</b>
	<b>Internal Service Funds:</b>				
610	Vehicle Replacement	39,400	-	39,403	100%
611	Information Technology	91,371	-	91,373	100%
612	Administrative Services	406,256	-	236,257	58%
614	Workers Compensation Insurance	80,129	-	40,782	51%
	<b>Total</b>	<b>617,156</b>	<b>-</b>	<b>407,815</b>	<b>66%</b>
	<b>Trust and Agency Funds:</b>				
715	Evans Creative Design	116,900	6,565	39,267	34%
730	H-P Park Improvement	-	-	-	0%
731	MA Little League	-	-	-	0%
740	Tree Committee	-	-	4,005	
	<b>Total</b>	<b>116,900</b>	<b>6,565</b>	<b>43,272</b>	<b>37%</b>

**TOWN OF ATHERTON**  
**Expenditure Summary**  
**For the Month Ended May 31st, 2003**

<b>Fund</b>	<b>Description</b>	<b>2002-03</b>	<b>Current Period</b>	<b>Year to Date</b>	<b>%</b>
	<b>Department</b>	<b>Budget</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Spent</b>
101	General Fund				
	11 City Council	\$ 21,623	\$ 720	18,126	84%
	12 City Manager	472,961	54,288	470,578	99%
	16 City Attorney	185,734	19,631	141,351	76%
	18 Finance	381,727	27,665	337,238	88%
	25 Building	860,798	99,078	815,254	95%
	40 Police	3,569,831	354,662	3,217,671	90%
	50 Public Works	1,588,713	165,725	1,519,695	96%
	Contingency	100,000	-	-	0%
	Total General Fund Expenditures	<u>7,181,387</u>	<u>721,769</u>	<u>6,519,913</u>	<u>91%</u>
	Interfund (Operating) Transfers Out	-	-	-	0%
101	<b>General Fund Total</b>	<b><u>\$ 7,181,387</u></b>	<b><u>\$ 721,769</u></b>	<b><u>\$ 6,519,913</u></b>	<b><u>91%</u></b>
<b>Special Revenue Funds:</b>					
105	Tennis	29,946	4,441	2,923	10%
201	Special Parcel Tax	1,480,309	6,000	953,098	64%
202	Transportation	273,992	179,620	112,898	41%
203	Street Improvement (Gas Tax)	155,319	-	54,308	35%
208	Police on the Street	40,000	-	20,000	50%
209	Law Enforcement	100,000	-	100,000	100%
210	Road Impact Fees	684,294	-	25,744	4%
211	State Park Grants	89,259	-	-	0%
213	Library Fund	<u>25,384</u>	<u>19,991</u>	<u>38,741</u>	<u>153%</u>
	Total	<u>2,878,503</u>	<u>210,052</u>	<u>1,307,712</u>	<u>45%</u>
<b>Capital Project Funds:</b>					
401	Capital Improvement	396,861	23,548	141,887	0%
402	Storm Drainage	-	-	64,767	-
403	Channel Drainage District	90,848	228	48,391	0%
404	Park Playground Fund	-	-	31,664	-
405	Middlefield Road Grants	1,299,000	-	933,265	72%
406	Facilities Construction	<u>198,454</u>	<u>9,796</u>	<u>131,835</u>	<u>0%</u>
	Total	<u>1,985,163</u>	<u>33,572</u>	<u>1,351,809</u>	<u>68%</u>
<b>Internal Service Funds:</b>					
610	Vehicle Replacement	45,000	-	-	0%
611	Information Technology	100,500	148	63,094	63%
612	Administrative Services	325,335	11,870	240,567	74%
614	Workers Compensation Insurance	<u>95,000</u>	<u>-</u>	<u>81,659</u>	<u>86%</u>
	Total	<u>565,835</u>	<u>12,018</u>	<u>385,320</u>	<u>68%</u>
<b>Trust and Agency Funds:</b>					
715	Evans Creative Design	84,750	10,329	64,012	76%
730	H-P Park Improvement	-	-	-	0%
731	MA Little League	-	-	-	0%
740	Tree Committee	<u>730</u>	<u>698</u>	<u>4,062</u>	<u>556%</u>
	Total	<u>85,480</u>	<u>11,027</u>	<u>68,074</u>	<u>80%</u>
	<b>Total Expenditures</b>	<b><u>12,696,368</u></b>	<b><u>988,438</u></b>	<b><u>9,632,828</u></b>	<b><u>76%</u></b>

**Budget Summary**  
**Fiscal Year 2002-03**  
**May 31st, 2003**

<b>Fund</b>	<b>Description</b>	<b>Beginning Fund Balance July 1, 2002</b>	<b>Revenues to Date</b>	<b>Transfers to Date</b>	<b>Expenditures To Date</b>	<b>Ending Fund Balance to Date</b>
101	<b>General Fund</b>	5,194,187	5,353,810	422,000	6,519,913	4,450,084
	<b>Special Revenue Funds:</b>					
105	Tennis	21,926	8,260		2,923	27,263
201	Special Municipal Tax	847,820	1,416,543		953,098	1,311,265
202	Transportation	26,779	157,231		112,898	71,112
203	Street Improvement (Gas Tax)	85,697	131,509		54,308	162,898
208	Police on the Street	44,434	-		20,000	24,434
209	Law Enforcement	9,121	100,997		100,000	10,118
210	Road Construction Impact Fees	646,417	308,284		25,744	928,957
213	Library Special Revenue Fund	400,000	-		38,741	361,259
	Sub Total	<u>2,082,194</u>	<u>2,122,824</u>	-	<u>1,307,712</u>	<u>2,897,306</u>
	<b>Capital Projects Funds:</b>					
401	Capital Improvement	446,802	84,722		141,887	389,637
402	Storm Drainage	56,786	-		64,767	(7,981)
403	Channel Drainage District	445,509	36,458		48,391	433,576
404	Park Playground Improvement	58,417	2,205		31,664	28,958
405	Middlefield Road Grants	(173)	1,246,936		933,265	313,498
406	Facilities Construction	447,477	-		-	447,477
	Sub Total	<u>1,454,818</u>	<u>1,370,321</u>	-	<u>1,219,974</u>	<u>1,605,165</u>
	<b>Internal Service Fund</b>					
610	Vehicle Replacement	357,952	39,403		-	397,355
611	Information Technology	54,979	91,373		63,094	83,258
612	Administrative Services	6,143	236,257		240,567	1,833
614	Workers Compensation Insurance	(51,490)	40,782		81,659	(92,367)
	Sub Total	<u>367,584</u>	<u>407,815</u>	-	<u>385,320</u>	<u>390,079</u>
	<b>Trust and Agency Funds</b>					
715	Evans Creative Design	116,028	39,267		64,012	91,283
730	H-P Park Improvement	5,851	-		-	5,851
731	MA Little League	4,821	-		-	4,821
740	Tree Committee	226	-		-	226
	Sub Total	<u>126,926</u>	<u>39,267</u>	-	<u>64,012</u>	<u>102,181</u>
	<b>Grand Total</b>	<u><b>\$ 9,225,709</b></u>	<u><b>\$ 9,294,037</b></u>	<u><b>\$ 422,000</b></u>	<u><b>\$ 9,496,931</b></u>	<u><b>\$ 9,444,815</b></u>



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS**

**FROM: MARC G. HYNES, CITY ATTORNEY**

**DATE: CITY COUNCIL MEETING OF JUNE 18, 2003**

**SUBJECT: APPROVAL OF AGREEMENT WITH LIEBERT, CASSIDY,  
WHITMORE TO PROVIDE LEGAL SERVICES**

**Recommendation.** It is recommended that the City Council approve the agreement with Liebert, Cassidy, Whitmore, a Professional Law Corporation, for legal services and authorize the Mayor to sign the agreement.

**Background.** The agreement, which is attached, authorizes certain legal services on employment matters to be provided to the Town by the Liebert, Cassidy, Whitmore law corporation. In discussions with Mr. Richard Whitmore, he has confirmed that while Cynthia O'Neill will provide day to day advice and assistance to the Town on employment matters, with assistance as necessary from Deborah Leon, Mr. Whitmore himself will provide advice to the City Council and/or become involved in employment matters as directed by the City Attorney, the City Manager and/or the City Council. Mr. Whitmore will bill at the same rate as Cynthia O'Neill, that is \$240.00 per hour. A copy of the letter confirming this arrangement is attached along with the agreement.

**Fiscal Impact.** Varies, depending upon use of legal services for employment matters.

Respectfully,

MARC G. HYNES

Attachment

## **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and TOWN OF ATHERTON, (“Town”).

1. **Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until Town returns a properly signed and executed copy of this Agreement.

2. **Attorney’s Services**

Attorney agrees to provide Town with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and Town proceedings, as requested by the Town or otherwise required by law.

3. **Fees, Costs, Expenses**

Town agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services and for reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Sixty Dollars (\$160.00 - \$260.00) and Ninety-Five to One Hundred Ten Dollars (\$95.00 - \$110.00) per hour for time of paraprofessional staff. Cynthia O’Neill’s rate will remain \$225 per hour until June 30, 2003. After June 30, 2003, Cynthia O’Neill’s rate will be the rate listed in a consortium services contract for the period July 1, 2003- June 30, 2004 between the Town and Attorney, if any, or \$240 per hour, whichever rate is lower. Attorney reviews its hourly rates on an annual basis. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Town agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Town. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at One Dollar (\$1.00) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by Town against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. **Assignment**

This Agreement is not assignable without the written consent of Town.

5. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement is an independent contractor and not an employee of Town.

6. **Term**

This Agreement is effective January 1, 2003, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE  
A Professional Corporation

TOWN OF ATHERTON

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Town of Atherton

Approved as to form:

\_\_\_\_\_  
Marc Hynes  
City Attorney

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$225.00 - \$260.00
Associates	\$160.00 - \$200.00
Of Counsel	\$225.00 - \$240.00
Graduate Legal Assistants	\$110.00
Law Clerks	\$95.00
Paralegals	\$95.00

II. COST SCHEDULE

1. Photocopies	\$ 0.15 per copy
2. Facsimile Transmittal	\$ 1.00 per page



**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JAMES H. ROBINSON, CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: APPROVE REQUEST FOR REFERRAL TO THE GENERAL  
PLAN COMMITTEE THE ISSUE OF CONSTRUCTION SITE  
PARKING**

**RECOMMENDATION:**

That the City Council approve the request from Planning Commission Chair Phil Lively to refer the issue of construction vehicle parking to the General Plan Committee.

**BACKGROUND:**

At the City Council meeting of May 21, 2003, under Public Comments, Planning Commission Chair Phil Lively requested that the City Council refer the issue of construction vehicle parking to the General Plan Committee. The Mayor asked that this item be placed on the June 18 regular Council meeting agenda for formal Council action on the referral to the General Plan Committee.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER NUMBER TWO  
TO THE ATHERTON AVENUE RECONSTRUCTION PROJECT**

#### **RECOMMENDATION:**

Approve Contract Change Order Number Two to the Atherton Avenue Reconstruction Project to include the Atherton Avenue cul-de-sac, in the amount of \$38,658.20.

#### **INTRODUCTION:**

The adopted Capital Improvement Program includes sufficient funds to construct an additional Atherton Avenue cul-de-sac together with the Atherton Avenue reconstruction project. The successful bid was low enough to allow this additional work to be included within the existing project budget.

#### **ANALYSIS:**

The adopted Capital Improvement Program includes funds for designing and constructing the three Atherton Avenue cul-de-sacs together with the Atherton Avenue reconstruction project. Due to concerns for sufficient budget, one cul-de-sac was not included with the contract as originally bid. Bids were received on March 25, 2003 and the contract awarded to the lowest responsible bidder, G. Bortolotto & Company, for \$292,095.

The budget for the Atherton Avenue Reconstruction project is \$423,140. This budget was advanced from FY 2003-04 due to the good bid environment of the Spring of 2003. The bids received were much better than anticipated, so now there are sufficient funds available to add this cul-de-sac work to the project.

**FISCAL IMPACT:**

The contractor's proposal for the additional Atherton Avenue cul-de-sac work is \$38,658.20. Contract Change Order Number One was approved by staff in the amount of \$14,400 for additional drainage work. The total contract after Contract Change Order Number Two will be \$345,153.20. A budget of \$423,140 from Measure A and Parcel Tax funds is budgeted for the project in FY 2003-04 and was advanced to FY 2002-03.

The three Atherton Avenue cul-de-sacs were budgeted in FY 2003-04. The cul-de-sac to be added was originally budgeted for \$57,560. The three cul-de-sacs will be completed within the budget programmed for the Atherton Avenue project, freeing approximately \$300,000 for additional projects in future years.

**CONCLUSION:**

This contract change order is consistent with the Capital Improvement Program and is recommended for approval.

Prepared By:

Approved:

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Duncan L. Jones, PE  
Public Works Director

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James Robinson  
City Manager



**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

**FROM: LINDA KELLY, ASSISTANT TO THE CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: AUTHORIZATION TO ADD SECOND DEFERRED  
COMPENSATION PLAN FOR TOWN EMPLOYEES – SELF-  
DIRECTED TAX ADVANTAGED RETIREMENT SYSTEM**

**RECOMMENDATION:**

That the City Council adopt two Resolutions and authorize the Mayor to enter into an agreement with AIG/VALIC to add the Self-Directed Tax Advantaged Retirement System (STARS) as a deferred compensation plan for Town employees, by signing an Investment and Recordkeeping Services Agreement and a Custodial Agreement for Section 457 Plan.

**BACKGROUND:**

Currently, the Town provides one deferred compensation provider for Town employees, the International City/County Management Association (ICMA) Retirement Corp, known as ICMA-RC. Through this plan, full-time Town employees may voluntarily choose to participate and contribute pre-tax income to an account they open with ICMA-RC, to be distributed at time of retirement (or separation from Town employment, which carries a tax implication). The funds are managed in accordance with Section 457 of the Internal Revenue Code and are invested in products of the participant's choice, e.g. guaranteed return option, mutual funds, international funds, etc.

In 2001, the Association of Bay Area Governments (ABAG) established a special program called the Self-Directed Tax Advantaged Retirement System (STARS) as a new deferred compensation plan under Section 457 of the Internal Revenue Code. STARS operates as an employee deferred compensation/ defined contribution pool. The objective of the pool is for employees to benefit from the group's combined purchasing power in securing high-quality investment services at competitive costs.

It is proposed that the Town of Atherton join STARS for the purpose of providing one additional deferred compensation provider for Town employees. Many public agencies provide their employees with a choice of deferred compensation providers. The addition of this plan would be at no additional cost to the Town.

**ANALYSIS:**

The Association of Bay Area Governments (ABAG) appointed the STARS Program Committee and authorized it to design, implement and operate the STARS program, subject to the oversight of the ABAG Finance and Personnel Committee. As part of the establishment of the plan, a Request for Proposals (RFP) was sent to 14 providers and seven proposals were received. A master contract was negotiated with American General Retirement Services Company, a company that was subsequently purchased by AIG/VALIC.

Several agencies are participants in the plan, including:

- City of American Canyon
- City of Angels Camp
- City of Brentwood
- City of Elk Grove
- Elk Grove Community Services District
- Fair Oaks Water District
- City of Fortuna
- City of Foster City
- City of Lake Port
- City of Larkspur
- League of California Cities
- City of Millbrae
- City of San Carlos
- City of Sonoma
- City of South San Francisco
- City of Tracy
- Twin Cities Police Authority
- City of Union City

The STARS plan offers many advantages for Town employees who choose to participate:

- Maximum participant administrative fees are 25 basis points (1/4%) for total pooled assets under \$25 million, eventually reaching zero basis points when STARS assets reach \$100 million. This is in contrast to the 55 to 200 basis points in various fees charged by many plan providers. Further, as assets grow, participants will share in the success of the pool by receiving a reimbursement, thus enhancing their return, rather than paying fees.
- Employees who choose to participate may transfer their existing fund balance with ICMA-RC to STARS, or they may start an account with STARS and retain their existing account with ICMA-RC. It would be possible for employees to simultaneously contribute to both plans as long as the combined contribution did not exceed the maximum amounts allowed under Economic Growth and Tax Relief Reconciliation Act of 2001 (EGGTRA).
- There are no deferred sales charges, no hidden fees, and no commissions or other charges.

**FISCAL IMPACT:**

There is no fiscal impact to the Town as a result of entering into this agreement.

**CONCLUSION:**

In order for the Town to add the STARS program as an additional deferred compensation provider for Town employees, it is recommended that the Council adopt the attached Resolutions Authorizing Adoption of Retirement Plan and Authorizing Individuals to Act on Behalf of Plan, and authorize the Mayor to enter into an Investment and Recordkeeping Services Agreement and a Custodial Agreement for Section 457 Plan.

Prepared by:

Approved by:

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Linda Kelly  
Assistant to the City Manager

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James H. Robinson  
City Manager

Attachments: Resolution Authorizing Adoption of Retirement Plan  
Resolution Authorizing Individuals to Act on Behalf of Plan  
Investment and Recordkeeping Services Agreement  
Custodial Agreement for Section 457 Plan



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER JAMES H. ROBINSON**

**FROM: MICHAEL A. HOOD, BUILDING OFFICIAL**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: ACCEPTANCE OF FINAL MAP  
223 CAMINO AL LAGO**

#### **RECOMMENDATION:**

Accept and approve the final parcel map for 223 Camino Al Lago.

#### **ANALYSIS:**

Section 16.20.040 of the Atherton Municipal Code requires the City Council to review final parcel maps and determine if the final map is in conformity with the tentative map. The tentative map was reviewed and approved by the Planning Commission at their meeting on February 28, 2001. A Tentative Parcel Map Certificate was issued that required minor corrections to the parcel map. No dedications of public improvements were required.

The final parcel map was recently submitted. Staff has reviewed this map and determined that the conditions of the tentative map have been met and that the final map is ready for City Council acceptance and approval.

**FISCAL IMPACT:**

The cost related to the processing of this parcel map has been paid by the developer and there is no additional cost to the Town.

Respectfully submitted:

Reviewed/Approved:

Michael A. Hood  
Building Official

James H. Robinson  
City Manager

Attachments



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS  
TENNIS COURT RESTORATION PROJECT**

#### **RECOMMENDATION:**

Pass a motion to approve the plans and specifications for the Holbrook-Palmer Park Tennis Courts Restoration Project, Project No. 03-005.

#### **INTRODUCTION:**

The adopted Capital Improvement Program includes funds for designing and constructing new tennis court surfacing and fencing for the Holbrook-Palmer Park tennis courts. The need for these replacements was made clear by the cracking and settlement of the pavement surface, and the rusting of the fencing.

#### **ANALYSIS:**

The tennis courts in Holbrook-Palmer Park have reached the end of their useful life and are in need of restoration. Soil tests have been prepared by D&M Consulting Engineers, Inc. with recommendations for rehabilitating the courts and curing the cracking problem. The asphalt paving and surfacing are brittle from age and are cracking primarily due to the age of the asphalt, heat expansion and shrinkage. Ground settlement has also played a minor role in slippage at the edges. The courts will be surrounded with a reinforced concrete border to prevent future slippage. A new tennis court surface will then be applied using the old surface as a base. The new surface will use traditional tennis courts colors, with green courts and red borders. The walkways around the courts will also be overlaid to bring them to the same level as the courts.

The concrete border will also incorporate the foundation for new court fencing. The fencing will be black vinyl clad chain link fencing with new windscreens. Fencing between the courts will be lowered to 42 inches to provide a more open feel to the courts. Gates will be provided to each court from the outside, and between courts. Electronic locks are proposed for the gates to allow one time issuance of electronic keys, which can be renewed when the fee is paid or locked out by the computer if no fee is paid. This will eliminate the need to re-key the courts annually, and provide a more secure and functional system. Benches will also be provided for each court, and the water fountain will be replaced.

The park tennis court restoration project is budgeted for construction in FY 2003-04. The design for the project was budgeted in FY 2002-03. Town staff approved the contract for design of the project in early spring. Plans for the tennis court restoration have been coordinated with members of the Atherton Tennis Club and Alan Margot, the tennis pro.

The Holbrook-Palmer Park Tennis Court Restoration Project plans and specifications are ready to be advertised for construction.

**FISCAL IMPACT:**

The Engineer's Estimate for the Holbrook-Palmer Tennis Court Restoration project is \$271,575. In addition, a 5% construction contingency of \$12,925 would bring the total estimate to \$284,500. \$290,000 from the Capital Improvements, Tennis and Parcel Tax funds is budgeted for the project in FY 2003-04. The project is scheduled to receive bids in July and award the contract at the July 16, 2003 City Council meeting.

**CONCLUSION:**

The plans for this project are consistent with the Capital Improvement Program and are recommended for approval.

Prepared By:

Approved:

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Duncan L. Jones, PE  
Public Works Director

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James Robinson  
City Manager

Attachments:



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO :** HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER JIM ROBINSON

**FROM:** CHIEF ROBERT BRENNAN

**DATE:** FOR THE MEETING OF JUNE 16, 2003

**SUBJECT:** PROGRESS REPORT REGARDING THE TEMPORARY NO  
PARKING SIGNS ON OAK GROVE AVENUE.

### RECOMMENDATIONS:

Continue the temporary placement of the no parking signs on Oak Grove Avenue during the month of September with a final recommendation of a permanent solution presented to Council during the October City Council Meeting.

### BACKGROUND:

Residents along Oak Grove Avenue submitted a petition at the April 8<sup>th</sup> Transportation Subcommittee meeting requesting a No-Parking Zone along Oak Grove Avenue to approximately Edge Road. This restriction would discourage the Menlo Atherton High School Students that were apparently parking on Oak Grove and walking the short distance to school. The Council was presented with six alternatives, and after some discussion agreed with Staff's recommendation to "Initiate a No Parking Zone for a trial period to determine if parking diverts to a less desirable location. At the end of the trial period the City Council will reconsider the matter. At that time, the No Parking Zone could be made permanent, or any other alternatives could be reconsidered."

Subsequent to the conclusion of the Council meeting of May 21, temporary signs were placed on A frames and placed on both the north and south sides of Oak Grove Avenue from the Oak Grove cul-de-sac to Edge Road. A meeting was held with the administrators of Menlo Atherton High School, Atherton Public Works Director, and representatives from the Atherton Police Department that included Chief Brennan and

Traffic Sergeant Snider. The problem of the lack of parking on campus was the topic and solutions to mitigate the problem in the 2003-2004 academic year were discussed. The school proposed the following:

- Attempt to lease space at the SRI lot and the Church located on the west side of Middlefield Road.
- Attempt to locate additional space on campus, improve the area for parking at least temporarily until construction is completed and additional permanent spaces are added.
- The Staff lot will not continue to have spaces assigned. Extra spaces will be provided to students who car-pool and for other incentives.
- The administration will request a parking plan from any contractor who will be doing any new construction on campus.
- Atherton Staff will contact San Mateo County and address the No Parking Signs on Ringwood. There may be a possibility to temporarily remove the signs on the north side in order to accommodate student parking until construction is completed.

#### **ANALYSIS:**

150 student spaces for over 400 students that drive to school has certainly contributed to the non-resident parking on Oak Grove. Having students parking in front of the homes on Oak Grove and the residual problems that have occurred are driving the search for solutions to control the parking without erecting permanent signs that are considered an eyesore and add an enforcement component for police personnel. With few exceptions, the field test of erecting the temporary signs has not rendered the expected result of cars parking on Madrone, Debell or Toyon. I have received a couple of reports of vehicles parked in the county area of Arlington and Ringwood. Students have also found some unique non-traditional places to park on campus. If the school is diligent in pursuing both temporary and permanent solutions, it may be possible to avoid erecting permanent signs.

#### **FISCAL IMPACT:**

Signs continue to be available from our inventory. Existing personnel can install the signs without any cost outside the existing budgetary constraints.

**CONCLUSION:**

Continuing the plan of temporary signs in September will give us additional data to make an informed decision on the measures developed over the summer break and implemented during the beginning of the school year. Investigating solutions and how they impact both the residential community and the school community short term can provide long term problem solving that both entities can be satisfied with in years to come.

Submitted by:

Reviewed/Approved by:

\_\_\_\_\_  
Robert Brennan, Police Chief

\_\_\_\_\_  
James H. Robinson, City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

**FROM: LINDA KELLY, ASSISTANT TO THE CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: CONSIDER APPROVAL OF ANIMAL CONTROL SERVICES  
AGREEMENT WITH THE COUNTY OF SAN MATEO AND  
INTRODUCE ORDINANCE REVISING ANIMAL CONTROL  
FEES**

#### **RECOMMENDATION:**

That the City Council take the following actions to maintain animal control services for the Town: (1) approve a new contract with the County of San Mateo for animal control services; and, (2) introduce an ordinance conforming the Town's fee schedule related to animal control to the County's recommended fee schedule.

#### **BACKGROUND**

In the County of San Mateo, animal control services are provided to all cities in the County through the Peninsula Humane Society/Society for the Prevention of Cruelty to Animals (PHS/SPCA). The County has a master contract with PHS/SPCA and individual contracts with all 20 cities. This arrangement has been in place since the 1950s. The current three-year contract expires June 30, 2003.

Negotiations have been completed with the Peninsula Humane Society/SPCA for a new three-year animal control services contract with the County effective July 1, 2003. The contract with each city contains the provisions of the County's master contract.

Prior to commencing negotiations with PHS/SPCA, an analysis of alternative methods of providing animal control services was conducted by the late John Heiss, with Hughes, Perry and Associates. Mr. Heiss had considerable experience in the field of animal control costing and analysis.

The conclusion of the analysis of alternatives was that a continuation of the longstanding contract with PHS/SPCA was the most cost-effective method of maintaining animal control services. The cost of establishing a separate public animal control service would be greater than continuing a contract; and, PHS/SPCA costs were competitive when compared to animal control costs in other counties.

In an effort to afford greater city participation in contract negotiations for the new master contract with the County, a working group was composed of representatives from City Managers, Police Chiefs, Finance Directors and County Environmental Services Agency staff. The group focused on working with PHS/SPCA staff to increase operational efficiencies and contain costs. The group also examined animal control service fees increases to further offset program costs.

#### Animal Control Services

The recommended contract **continues the current animal control service program**. PHS/SPCA will continue to provide:

- Response to field service calls relating to biting and/or dangerous animals, dog packs, injured or sick animals, stray animals, and dead animal pick-up.
- Issuance of citations for violations of any state statutes or local County/city ordinances.
- Provision of shelter services, including impounding, receiving, housing, redeeming, providing veterinary treatment, adopting, euthanizing, and disposing of animals.

In the interest of cost containment, the following service changes are included in the new contract:

- PHS/SPCA will no longer have a role in barking dog or noise nuisance animal complaints. The County and each city will need to make provision for these complaints. (Under the current contract, each city was first responder, with PHS responding on the third call.)
- PHS/SPCA will not complete phone quarantines. The County will perform this service. Cities will not see any interruption of services.
- PHS/SPCA will not provide regular patrol of public parks and beaches. PHS/SPCA remains required to respond to service calls in these areas. Cities wishing to provide routine patrol may do so at their own expense through contract with PHS/SPCA.

A number of general terms are also changed in the new contract:

- A provision was added clarifying the records PHS/SPCA must maintain and make accessible records to the County, cities and public.
- Should a city pass an animal control ordinance which is not substantially the same as the County ordinance and changes levels of service or increases costs, the city must contract separately with PHS/SPCA for services beyond the master contract.
- Permits issued by cities and the County for events and exhibits involving animals will be routed to PHS/SPCA for approval. PHS/SPCA may recover cost for monitoring events based on a fee schedule approved by cities/County.
- Inclusion of standard County equal benefits language, changes to non-discrimination language, updated performance measures and inclusion of a mutual hold harmless provision.

The recommended contract is for three years, through June 30, 2006. There is no termination aside from breach of contract for PHS/SPCA, the County, or any city. In the previous contract any party could terminate with 90 days notice. This exposed the County and Cities to substantial impact if the contractor were to terminate. We could not set up an effective animal control field services program in 90 days.

### **FISCAL IMPACT**

Program costs will remain essentially flat for 2003-04 and increase by 5% in the second and third years. This reflects service changes, cost reductions and increased fees. The total cost of the countywide contract for 2003-2004 is \$4,454,397.

The cost for each city is dependent on a formula approved last year based on service volumes within each jurisdiction. Each city's percentage share of the contract will fluctuate somewhat each year as service volumes from multiple years are averaged. The 2003-2004 for cost for the Town of Atherton is \$48,107.48 (calculated by referring to Pages 3 and 17 of the Proposed Agreement). This compares to our cost for the current year FY 2002-2003 of \$44,862.00. For the FY 2001-2002, the cost was \$72,028.00. An animal control study was conducted in 2001-02 which reduced Atherton's share of the cost.

The Contract also contains an incentive for PHS/SPCA to most efficiently use funds and not spend 100% of the contract amount. PHS/SPCA and the cities/County will share 50-50 any contract savings.

### **ORDINANCE - ANIMAL CONTROL FEES**

To decrease Animal Control costs for the cities and County, the County is encouraging each city to enact increases to dog licenses and animal control fees (user fees charged at the shelter such as impound fees, boarding fees, surrender fees, etc.). A survey of similar Bay Area Counties, also attached, was completed. The increases will make San Mateo County fees commensurate to similar Bay Area counties. Fee revenue is deducted from the contract cost before the allocation is made to each city and the County. Fees are

collected by the Peninsula Humane Society/Society for the Prevention of Cruelty to Animals.

The Town of Atherton's animal control fee ordinance was last amended in 1990 and 2002 (the latter amendment was to provide for 3-year licenses for dogs, in conformance with the County). The recommended Town ordinance (attached) would conform the Town's animal control fees with those of the County, for those fees which apply to the Town. The only County fee which would not apply to the Town is the cat licensing fee, since the Town of Atherton does not require cats to be licensed. The Town has traditionally conformed its animal control services fees to those of the County.

The County's new animal control services fee ordinance (attached) is scheduled before the Board of Supervisors on June 17, 2003.

**CONCLUSION:**

Should the City Council wish to continue contracting with the County of San Mateo for animal control services, and follow the County's recommended fee schedule, staff recommends the Council (1) approve a new contract with the County of San Mateo for animal control services; and, (2) introduce an ordinance conforming the Town's fee schedule related to animal control to the County's recommended fee schedule.

Prepared by:

Approved by:

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Linda Kelly  
Assistant to the City Manager

---

James H. Robinson  
City Manager

Attachments: Proposed Agreement for Animal Control Services  
Proposed Ordinance  
Proposed New Animal Control Services Fees  
Proposed County of San Mateo Ordinance  
Current Atherton Municipal Code Sections relating to Animal Control  
Town Ordinance No. 532 – Providing for Three Year Licenses for Dogs  
San Mateo County Dog Licensing Fee Comparison  
Humane Services Fee Comparison

AGREEMENT FOR ANIMAL CONTROL SERVICES  
BETWEEN THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME,  
COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,  
HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY,  
REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN  
FRANCISCO, WOODSIDE AND THE  
COUNTY OF SAN MATEO

THIS AGREEMENT, dated for convenience this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the COUNTY OF SAN MATEO, a political subdivision of the State of  
California (hereinafter “County”), and the cities of Atherton, Belmont, Brisbane,  
Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay,  
Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno,  
San Carlos, San Mateo, South San Francisco, and Woodside a California municipal  
corporation, (hereinafter “City”);

**WITNESSETH**

WHEREAS, the City has passed and is responsible for enforcing local ordinance  
governing the regulation, licensing and impounding of certain animals within the  
territorial limits of the City; and

WHEREAS, the City wishes to contract with the County for the performance of  
the services hereinafter set forth; and

WHEREAS, the County is agreeable to rendering such services on the terms and  
conditions as hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Sections 51300, et  
seq. of the California Government Code and under the parties respective police powers.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement:

**ADOPTION:** The placement of an unowned or relinquished animal in a new home.

**IMPOUNDED ANIMAL:** One that has been picked up by an Animal Control Officer or  
other public official or by a private citizen and deposited at the shelter.

**ANIMAL CONTROL PROGRAM:** The program within the Division of Animal  
Control Services of the Environmental Services Agency of the County of San Mateo, or  
San Mateo County’s designated contract agent, or both, or such other agency as the

County Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within its jurisdiction.

**CITY or CITIES:** Any or all of the cities listed in Exhibit A, attached and incorporated by this reference herein.

**COUNTY CONTRACTOR:** Shall mean the Peninsula Humane Society (PHS), a California nonprofit corporation, or such other agency as the County Board of Supervisors may designate.

**HOLIDAYS:** Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with County Contractor's existing labor contracts.

## B. CITY'S RESPONSIBILITIES

1. **Adoption of Animal Control Ordinances & Fee Schedule.** City shall, within 60 days after requested to do so by the County, adopt and maintain the same animal control ordinance and fee schedule as the County. The animal control ordinance shall be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the City limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code. Enforcement of City ordinances which differ substantially from the County ordinance and which result in an increase to County Contractor's costs shall be reimbursed directly by the City requiring additional services, as negotiated between City requiring additional services and County Contractor. Provision of services to the County and Cities under the County's Agreement with County Contractor shall take priority over such additional services provided to separately contracting Cities.
2. **Delivery of Animals.** City shall deliver to the shelter at 12 Airport Boulevard, San Mateo, or hold in a humane way at a designated holding area until it can be picked up by County Contractor staff, any animal taken into custody by an employee of the City.
3. **Designation of License Collector.** City shall designate the County's Division of Revenue Services as the official responsible for license fee collection on behalf of City.
4. **Payments.** City shall pay to the County prior to January 1<sup>st</sup> of each fiscal year, and following the receipt of an invoice from County, the City's percentage share of the net program cost of the Animal Control Program as described herein and as specified in Exhibit B for FY 2003-04. This net program cost shall be determined by the County and shall be equal to the cost of the contract between the County and County Contractor plus the

cost of the County administering licensing collection and Animal Control Services Program, minus any program revenue received by County or County Contractor as described in Section D, Paragraph 5. County and City's percentage share shall be based on service costs. County will calculate a percentage breakdown annually, based on service reports provided by County Contractor. Percentage distribution for a given year will be based on an average of service costs over the three calendar years prior to the year in question. Exhibit "B", attached and incorporated by this reference herein, details percentage distribution for FY 2003-04. Percentage distributions for years two and three of this Agreement will be distributed by County to Cities by March 1<sup>st</sup> of the given year.

Base costs to be paid to County Contractor by the County and Cities are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2003-04	\$4,454,397
2004-05	\$4,624,617
2005-06	\$4,803,348

5. **Permits for Public Events.** Where Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the approval of County Contractor. County Contractor is entitled to recover costs which relate to staffing that may result during or after the exhibition or event. Such costs shall be collected by County Contractor based on a fee schedule approved by the City in which the event is taking place. County Contractor agrees to expeditiously process permits.
  
6. **Defense of Dangerous Animal Determinations.** The parties acknowledge that City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious Animal Ordinances, including but not limited to providing hearing officers and a location for the hearings. However, the parties agree that, at City's option and for its convenience, City may utilize County offices and/or the services of the County contract hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of City's Dangerous and Vicious Animal Ordinance. The parties recognize that the costs of these hearings are ordinarily borne by the animal owner. However, in the event City and/or County are unable to collect these costs from the owner within a reasonable time, City shall be responsible for payment of these costs in addition to amounts paid under section B.4.

The parties also recognize that in the event City elects to utilize the services of a County contract hearing officer, City remains solely responsible for the defense of any appeal of any decision rendered by the hearing officer. Further, City remains responsible for any claims, damages, costs or other losses resulting from any decision or act of omission of the hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal decisions or findings made under City's ordinances.

**C. COUNTY'S RESPONSIBILITIES**

1. County shall provide the following services directly to City:
  - Issuance of Breeder Permits
  - Issuance of Pet Fancier Permits
  - Billing owner of animal for administrative costs associated with quarantines
  - Processing in-home quarantines which may be resolved over the phone
  - Scheduling Dangerous/Vicious Animal Hearings (see Section B, paragraph 6 above)
  - Billing owner of animal for Dangerous/Vicious Animal Hearing costs
  - Issuance of Dangerous Animal Permits
  - Conducting mandatory spay/neuter hearings

All other services, as described in Exhibit C, attached and incorporated by this reference herein, will be provided by County to City through the County's contract with its County Contractor, including all animal control services and facilities as described in the agreement with County Contractor. Animal Control services shall be provided to City at the same level of services as provided by the County to the unincorporated area of the County to the extent specified in the agreement with County Contractor.

2. **Performance Measures.** With the effective date of this agreement, County shall implement the following outcome-based performance measures, subject to the review and approval of the City. County shall collect, maintain and report data in regards to the following performance measures. This data shall be reported in writing, to the City on a quarterly basis, no later than November 15<sup>th</sup>, February 15<sup>th</sup>, May 15<sup>th</sup>, and August 15<sup>th</sup> of each fiscal year. County agrees to work cooperatively with the County Contractor and the Cities to develop future performance measures that are both valid and reliable and that can be used to evaluate the level of service provided by County Contractor, which may be introduced at each anniversary date of the County/County Contractor Agreement. County agrees and understands that each of the twenty Cities involved in the

contract with the County will have input into the development of current and future performance measures.

- Performance Measure #1 Number of field services calls per quarter.
- Performance Measure #2 Number of live animals received by shelter per quarter.
- Performance Measure #3 Percent of customers rating services good or better in Field Services and Client Services; the Contractor shall select one random week per quarter and contact a random sampling of no less than ten customers served within that week per service area to query.
- Performance Measure #4 Percent of calls responded to within timeframe guaranteed in contract (broken down by category/type of call).
- Performance Measure #5 Number and percent of adoptable animals adopted per quarter.
- Performance Measure #6 Number and percent of animals returned to owner per quarter.

#### **D. GENERAL PROVISIONS**

1. **Existing Agreements**. Upon execution of this Agreement, any prior existing agreements between City and County for the provision of Animal Control Services will be terminated.
2. **Sub-contracting for Services**. It is expressly understood and agreed that the County will sub-contract with the Peninsula Humane Society, a California nonprofit corporation, or such other agency as the Board of Supervisors may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein.
  - a. **Field Enforcement Services**. County's subcontract shall provide staff for the provision of field enforcement services throughout the County for the purpose of enforcing state and local ordinances pertaining to domestic animals, as described in Exhibit "C".

The County Contractor, County and City have established and agreed that County and City will be responsible for response to barking dog complaints within their own jurisdictions.

- b. **Shelter Services.** County's subcontract shall provide staff and facilities for the provision of Shelter services, including the impounding, receiving of unwanted animals, housing, redemption, treatment, sale, adoption, euthanasia and disposal of animals. The shelter and care for all stray and unwanted animals shall be provided 24 hours a day 7 days a week, as described in Exhibit "C."
  - c. **Treatment Services.** In accordance with California state law, County's subcontract shall provide staff and facilities for the provision of treatment services to injured animals shall be provided or arranged to be provided as described in Exhibit "C."
  - d. **Excluded Services.** Services and enforcement activities not within the County's obligations herein are specified in Paragraph 11 of Exhibit C.
3. **Fiscal and Program Monitoring.** Representatives designated by the County Contractor and County may meet to review year-to-date expenditures and to discuss any financial or programmatic problems that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. City may participate in monitoring meeting between County and County Contractor to review year-to-date expenditures and to discuss any financial or programmatic problems that any party may have. Any changes in the amount to be paid to the County Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the County Contractor's Board of Directors Executive Committee and President shall meet with representatives from the San Mateo County City Managers Association. If requested by the County, the County Contractor's President shall meet with the San Mateo County City Managers Association.
4. **Monitoring Meetings.** Upon the effective date of this Agreement, County shall form a monitoring committee that shall hereafter be referred to as the Animal Control Task Force, which shall consist of police representatives, City manager representatives, any other City representatives designated by any City, and representation from the County. Cities without formal representation or appointment may attend and fully participate in all meetings. The Animal Control Task Force shall remain in effect throughout the term of this Agreement and may adopt its own rules of conduct. Responsibilities of the Animal Control Task Force shall include but not be limited to:
- a. Review existing local animal control ordinances and make recommendations for appropriate changes to the County and Cities.

- b. Review licensing activities with County Revenue Services representatives.
  - c. Review all citation activities.
  - d. Review programmatic complaints of any City and programmatic data provided by County Contractor.
  - e. Review revenues and expenditures relating to Animal Control Services.
  - f. Review the Cities' cost sharing formula.
  - g. Review and develop performance measures, in conjunction with County Contractor staff, which will provide valid and reliable data by which to evaluate the level of service being provided by the County Contractor.
5. **Use of Program Revenue.** The City agrees that all license fees and animal fine, forfeitures or other related animal fees collected by the County shall be retained by County and used for the support of the Animal Control Program. It is further understood that any fees collected for redemption or sale of impounded animals shall be retained by the County and/or County Contractor in accordance with the provisions of said contract between the County and County Contractor, and such fees shall be used for the support of the Animal Control Program.
6. **Program Deficit or Surplus.** City and County shall share in covering any program deficit or receiving any program surplus. At the end of each fiscal year, County will determine any deficit or surplus incurred that fiscal year. City understands and agrees that with the County's written approval, County Contractor will be allowed to retain 50% of unexpended contract monies, including Cities' contributions. Any variance (deficit or surplus) over what was budgeted will be added to, in the case of a deficit, or subtracted from, in the case of a surplus, the following year's cost. Deficits and/or surpluses are shared by each City and County based on actual program costs and revenue for the prior fiscal year. The parties acknowledge that the contract between County and County Contractor provides that if, in any fiscal year, the costs necessary and incidental to Contractor's provision of services are greater than reasonably could have been anticipated, or if County or State laws are passed during the term of the Agreement which require a greater level of service, County and County Contractor will negotiate payment of increased reimbursement to Contractor, pursuant to the procedure set forth in that agreement. City agrees that if additional amounts are reimbursed to County Contractor under that provision of the contract between County and County

Contractor, City shall pay its proportionate share of such additional reimbursement as determined by County pursuant to the percentage formula used for determining proportionate share of the base contract costs as determined under section B.4 of this Agreement. County agrees to not adopt any law which would result in increased costs to County or County Contractor without the agreement of all cities to such change.

7. **Maintenance of Records**. Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by County, through County Contractor, and made available to City. In addition, statistical information shall be provided on a- quarterly basis to the City summarizing various field enforcement activities occurring in the City and shelter activities initiated by residents of said City.
8. **Term and Effective Period**. This Agreement shall be effective the period from July 1, 2003 through June 30, 2006. All services are subject to the terms and conditions of this Agreement.
  9. **Termination of Agreement**. Except as otherwise provided by this section, this Agreement may not be terminated by either party during the effective period. Each City is responsible for its annual percentage share due under this Agreement. In the event any contracting City fails to pay its percentage share as set forth in paragraph B.4., each contracting City shall pay its proportionate share of the non-payment, unless and until the County is able to recover the non-payment.

This agreement shall automatically terminate in the event of termination of the County's contract with County Contractor. Upon termination County shall have no further obligation to provide the services specified in this agreement. City shall pay its percentage share for all services received prior to termination.

10. **Amendments: Entire Agreement**. Amendments to this Agreement must be in writing and approved by the governing body of every jurisdiction. This is the entire Agreement between the parties and supersedes any prior written or oral agreements inconsistent herewith.
11. **Additional Services**. Nothing contained herein shall preclude

City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement, the agreement between the County and any other City, or the agreement between the County and County Contractor.

12. **Hold Harmless.** City shall hold harmless, indemnify and defend County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify and defend City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or nonperformance of County's obligations under this Agreement and which result from the actively negligent or wrongful acts of County, its officers or employees. This provision requiring County to hold harmless, indemnify and defend City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of Peninsula Humane Society, or any other independent contractor, or its officers, employees or agents, under its contract with the County.

In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this Agreement shall be reapportioned according to the California theory of comparative negligence.

13. **Independent Contractor.** City and its employees and agents are independent contractors with respect to the performance of any obligation hereunder or connected herewith, and not employees or agents of County and vice versa.
14. **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, sex, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

- 15. **Assignability.** Except as otherwise expressly provided for herein, neither party shall assign any of its obligations or rights hereunder without permission of the other.
- 16. **Notices.** Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to the parties hereto at the addresses of each of the parties, as follows

To City:                      Town of Atherton  
    Attention: James H. Robinson, City Manager  
    91 Ashfield Road  
    Atherton, CA 94027

To County:                    Director, Environmental Services Agency  
    455 County Center, 4<sup>th</sup> Floor  
    Redwood City, CA 94063-1646

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Environmental Services Agency Director to execute said Agreement for and on behalf of the County of San Mateo, and the cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: \_\_\_\_\_

**COUNTY OF SAN MATEO**

\_\_\_\_\_  
 Marcia Raines, Director  
 Environmental Services Agency

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF ATHERTON**

\_\_\_\_\_  
 Town of Atherton, Clerk

By \_\_\_\_\_

Approved as to form:

/s/ Marc Hynes  
Marc Hynes, Atherton City Attorney

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BELMONT**

\_\_\_\_\_  
City of Belmont, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BRISBANE**

\_\_\_\_\_  
City of Brisbane, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BURLINGAME**

\_\_\_\_\_  
City of Burlingame, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF COLMA**

\_\_\_\_\_  
Town of Colma, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF DALY CITY**

\_\_\_\_\_  
City of Daly City, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF EAST PALO ALTO**

\_\_\_\_\_  
City of East Palo Alto, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF FOSTER CITY**

\_\_\_\_\_  
City of Foster City, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF HALF MOON BAY**

\_\_\_\_\_  
City of Half Moon Bay, Clerk  
Dated: \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

**TOWN OF HILLSBOROUGH**

\_\_\_\_\_  
Town of Hillsborough, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF MENLO PARK**

\_\_\_\_\_  
City of Menlo Park, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF MILLBRAE**

\_\_\_\_\_  
City of Millbrae, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF PACIFICA**

\_\_\_\_\_  
City of Pacifica, Clerk

By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF PORTOLA VALLEY**

\_\_\_\_\_  
Town of Portola Valley, Clerk

By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF REDWOOD CITY**

\_\_\_\_\_  
City of Redwood City, Clerk

By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN BRUNO**

\_\_\_\_\_  
City of San Bruno, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN CARLOS**

\_\_\_\_\_  
City of San Carlos, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN MATEO**

\_\_\_\_\_  
City of San Mateo, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SOUTH SAN FRANCISCO**

\_\_\_\_\_  
City of South San Francisco, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF WOODSIDE**

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Town of Woodside, Clerk

By

---

**EXHIBIT A**

**CONTRACT AREAS**

The following Cities have contracted for services pursuant to this Agreement:

Atherton  
Belmont  
Brisbane  
Burlingame  
Colma  
Daly City  
East Palo Alto  
Foster City  
Half Moon Bay  
Hillsborough  
Menlo Park  
Millbrae  
Pacifica  
Portola Valley  
Redwood City  
San Bruno  
San Carlos  
San Mateo  
South San Francisco  
Woodside

**EXHIBIT B**  
**COST PERCENTAGE DISTRIBUTION**

FY 2003-04 Cost Percentage Distribution:

Atherton	1.08%
Belmont	3.34%
Brisbane	0.62%
Burlingame	2.93%
Colma	0.89%
Daly City	8.49%
East Palo Alto	7.11%
Foster City	2.48%
Half Moon Bay	1.95%
Hillsborough	1.43%
Menlo Park	4.73%
Millbrae	2.22%
Pacifica	5.58%
Portola Valley	1.01%
Redwood City	11.85%
San Bruno	5.52%
San Carlos	3.68%
San Mateo	17.83%
South San Francisco	8.90%
Woodside	1.27%
County	6.92%

## EXHIBIT C

### County Contractor Responsibilities

1. The County Contractor agrees to provide the following specific services:
  - a) Enforce all County and City ordinances which are substantially similar as defined in section B.2. to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, enforce all applicable laws of the State of California, and issue citations as appropriate for violations of said ordinances.
  - b) Impound all dogs caught at large, and provide for field return as appropriate.
  - c) Quarantine animals which must be quarantined in the shelter or which require field visits as prescribed by County Health Department and State Veterinarian. County Contractor shall have initial discretion to determine which animals need a shelter quarantine or field visit. However, in the event the County so requests, County Contractor shall provide a shelter quarantine or field visit as requested. County Contractor shall notify County on January 1<sup>st</sup> of each year the status of the number of quarantines handled to date compared to the average number of quarantines for the prior three years. If there is a possibility the number of quarantines will exceed the prior year average, County Contractor agrees to meet with County to discuss service reductions or to negotiate in good faith for additional reimbursement to County Contractor, as defined in section C.6.
  - d) Upon request by City or citizen of City or County or citizen of County, investigate complaints of animal nuisances, except excluded services as specified in Exhibit C, Paragraph 11.
  - e) Remove dead animals from the public right-of-way, except freeways/highways which are maintained by CALTRANS.
  - f) Remove stray dead domestic animals from private property with no charge. Also, remove owned domestic dead animals at the request of owner with a charge to the citizen requesting service.
  - g) Investigate and follow up, as necessary, with impoundment, citation and prosecution of reported dog bites and attacks in conjunction with City Attorney or District Attorney.

- h) If euthanasia is necessary for a sick or injured animal in the field, perform the euthanasia which shall be conducted by trained personnel who have been provided with all necessary equipment. This service shall be available twenty-four hours a day, seven days a week.
  - i) Investigate and follow-up on dangerous and vicious animal complaints as necessary, including but not limited to initially determining the designation of animals as dangerous or vicious, testifying at hearings, monitoring dangerous animal permits, investigating and citing owners for permit violations, impounding all dangerous and vicious animals posing an immediate threat to the public health and safety, euthanizing vicious animals, and performing annual inspections of residences maintaining dangerous animals.
  - j) Assign animal control and/or humane officers to perform the functions specified in Sections a through i above. Such officers shall conduct routine patrols and respond to complaints, investigate and perform rescues as manpower allows, comply with court subpoenas, impound dangerous, vicious and injured or loose animals.
  - k) Employ sufficient staff and/or volunteers to provide the level of service guaranteed in this Agreement in all areas.
- 2a. Field Enforcement Staffing and Services. County Contractor shall staff its field services adequately to provide services throughout the County as provided hereunder. Field Services enforcement shall be provided seven days per week, twenty-four hours per day as specified below. Field services, provided by County Contractor, shall consist of enforcement of all local ordinances which are substantially similar to the County's ordinance 6.04, 6.12, 6.16 and all related State laws pertaining to animals, except as otherwise noted in this Agreement. Field Enforcement shall include:
- 1) Category 1 Calls County Contractor shall immediately respond, within the limits allowed by the manpower availability, to all emergency calls. For the purpose of this subsection, "emergency call" means an injured or sick animal, complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains an immediate threat to persons or property, or a dangerous animal permit violation that has occurred and same dangerous animal remains a threat to persons or property;
  - 2) Category 2 Calls County Contractor shall respond to calls pertaining to other biting animals, dog packs, and non threatening dangerous animal permit violations within eight (8) hours of receiving the call;

3) Category 3 Calls County Contractor shall pick up contained stray animals between 8:00 a.m. and 9:00 p.m. of the day the call is received;

4) Category 4 Calls County Contractor shall respond to calls pertaining to quarantines, cruelty, stray loose dogs, stray livestock or dead animal pick-up, within twenty-four (24) hours of receiving the call;

5) Notwithstanding any other provision herein, County Contractor shall respond on Sundays, Holidays and after regular patrol hours (9:00 p.m. to 8:00 a.m.) only to complaints in the 1) and 2) categories unless manpower is available.

2b. Impoundment

1) Upon receipt of a request from City/County police/sheriff agencies, the County Contractor shall promptly impound any animal when requested. The requesting agency must be present at the scene of the impoundment and must provide County Contractor with warrants required for entry and/or impoundment. This request may come at any time the local agency deems it is appropriate.

2) County Contractor shall not release any impounded animal unless the owner of such animal, or another individual with legal standing to represent the owner, appears at the County Contractor's facilities, and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

3. Maintenance of Impoundment Records.

a) County Contractor shall maintain for four (4) years records of animals impounded including the description of each animal, date of receipt, date and manner of disposition, treatment received, the name and address of the person who is redeeming or adopting an animal, and the fees, charges and proceeds of adoption or redemption. County Contractor shall record all inoculations, which will then be included as part of said record.

b) County Contractor shall maintain records in compliance with SB 90 reporting procedures for Animal Adoption, and assist County and Cities in filing annual SB 90 claims.

4. Citations. County Contractor shall issue citations to any person whose animal is in violation of any State statute or County or City Ordinance substantially similar to the County Ordinance.

5. Mediation Services. County Contractor shall refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service. County Contractor staff shall

determine the types of complaints which shall be routinely referred to mediation.

6. Shelter Staffing and Services. County Contractor shall provide Shelter Services including receiving and impounding animals, housing, redemption, treatment, adoption, spay/neuter, euthanasia and/or disposal of animals. Shelter Services shall maintain sufficient staff and/or volunteers necessary to provide the level of service guaranteed in the Agreement. County Contractor shall shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.

The County Contractor will provide services as required by Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.

Business Offices and the public access areas of the Animal Shelter shall be open to the public on a schedule designed to benefit the public and facilitate the services established in this Agreement, provided that hours and access shall be a minimum of 40 hours per week. County Contractor shall post and publicize public hours, and inform the County and cities of hours and of any changes in hours.

County Contractor may subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County or Cities under this Agreement.

7. Treatment, Staffing and Services. County Contractor shall provide or arrange to have provided treatment to injured and sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant State law. Treatment Services shall maintain sufficient staff and/or volunteers necessary to provide the level of service guaranteed in the Agreement.

Animal Control Officers will bring all injured or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the County Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to the County Contractor's facility if staff and/or volunteers are available to treat said animal. On holidays, weekends, and between 6:00pm and 8:00am Monday through Friday, and as may be otherwise needed on an emergency basis, all injured or sick animals may be taken to an emergency veterinarian clinic/hospital if County Contractor's staff and/or volunteers are unavailable to treat said

animal and if the condition of the animal requires immediate treatment according to the judgment of County Contractor.

If an animal becomes sick or injured while at the County Contractor's facility it will be treated by the County Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat said animal, it will be transported to a veterinary hospital if it is an emergency and the animal needs immediate treatment.

8. Licensing and Permit Issuance for Dogs and Cats.
  - a) County Contractor shall not release any impounded dog or cat to its owner unless it is licensed as required by City or County ordinance. County Contractor shall require any dog or cat encountered through any field services function or any other function to be licensed as required.
  - b) County Contractor shall license and/or issue required permits and collect applicable fees on all dogs and cats, in Cities and in the unincorporated County, at the time of adoption at the County Contractor's facilities. County Contractor shall retain copies of and provide upon request to the County a record of all dogs and cats adopted.
  - c) County Contractor shall issue dog and cat licenses to the general public, as required by County or City ordinance.
9. Provision of Services to Cities. Nothing contained herein shall preclude any incorporated City or the County from contracting directly with the County Contractor for a higher level of service. Any such contract between County Contractor and an individual City increasing the level of services shall not affect the level of service provided by County Contractor to any City or the County pursuant to this Agreement.
10. Performance Measures. From the effective date of this Agreement, County Contractor shall implement the following outcome-based performance measures, subject to the review and approval of the County. County Contractor shall collect, maintain and report data in regards to the following performance measures. This data shall be reported in writing, to the County on a quarterly basis, no later than October 30, January 30, April 30, and July 30 of each fiscal year. Such report shall be in a format approved by the County. County Contractor agrees to work cooperatively with the County and City Representatives to develop future additional performance measures that are both valid and reliable and that can be used to evaluate the level of service provided by County Contractor and that may be revised and introduced each anniversary date of this Agreement. County Contractor agrees and understands that each of the Cities involved in the contract with the County will have input into the development of current and future performance measures.

## Performance Measures

- Performance Measure #1 Number of field services calls per quarter.
- Performance Measure #2 Number of live animals received by shelter per quarter.
- Performance Measure #3 Percent of customers rating services good or better in Field Services and Client Services; the Contractor shall select one random week per quarter and contact a random sampling of no less than ten customers served within that week per service area to query.
- Performance Measure #4 Percent of all calls responded to within timeframe guaranteed in Agreement (broken down by category/type of call)
- Performance Measure #5 Number and percent of adoptable animals adopted per quarter.
- Performance Measure #6 Number and percent of animals returned to owner per quarter.

## 11. Excluded Services

The following specific services are excluded from the terms of this Agreement:

- Enforcement of regulations regarding the number of animals per household.
- Removal and disposal of dead marine animals.
- Pick-up of baby birds.
- Pick-up dead or live wildlife on private property unless such wildlife has direct contact with humans and/or domestic animals which involved a bite or attack, or is sick or injured.
- Response to barking dog complaints /animal noise nuisance complaints.
- The processing of in-home quarantines which may be resolved over the phone, as determined by County or County Contractor.
- Routine patrol of leash-law enforcement in parks, beaches, and other public places. County Contractor will respond to complaints, calls and observed violations regarding off-leash dogs in parks, beaches and other public places, yet not complete routine patrols.

## Proposed New Animal Control Services Fees

	<u>San Mateo County Current</u>	<u>Proposed</u>	<u>% change</u>
<b>Impound fees</b>			
Dog			
altered licensed	\$20	\$30	50%
altered unlicensed	\$30	\$40	33%
unaltered licensed	\$40	\$50	25%
unaltered unlicensed	\$60	\$70	16%
Cat			
altered licensed	\$20	\$30	50%
altered unlicensed	\$30	\$40	33%
unaltered licensed	\$40	\$50	25%
unaltered unlicensed	\$60	\$70	16%
Small animal (bird, hamsters)	\$5	\$15	200%
Medium animal (hogs, sheep)	\$30	\$70	133%
Large animal (horses, cows)	\$50	\$100	100%
<b>Impound penalty (dog only)</b>			
First Offense			
altered licensed	\$20	\$30	50%
altered unlicensed	\$30	\$40	33%
unaltered licensed	\$40	\$50	25%
unaltered unlicensed	\$60	\$70	16%
Second Offense	\$60-\$80	--	--
Third Offense	\$90-\$110	--	--
Fourth Offense	\$120-\$140	--	--
Fifth Offense and Up	\$150-\$170	--	--
<b>Board fees</b>			
Dog	\$10 per day	\$15	50%
Cat	\$7 per day	\$13	85%
Small animal (bird, hamsters)	\$2 per day	\$5	150%
Medium animal (hogs, sheep)	\$12 per day	\$20	66%
Large animal (horses, cows)	\$16 per day	\$20	25%
<b>Adoption Fees</b>			
Dog-Male	\$55	\$70	27%

Dog-Female	\$55	\$70	27%
Cat-Male	\$55	\$70	27%
Cat-Female	\$55	\$70	27%

**Surrender Fees**

All except farm animals	\$10	\$20	100%
Farm Animals	\$25	\$35	40%
Litter of 3 or more	\$30	\$40	33%

**Euthanasia Fees**

Dog/cat	\$30	\$40	33%
Rabbit/small animal	\$10	\$15	50%
Litter	\$30	--	--
Bird/Fowl	\$10	--	--
All Exotic Animals	\$20	--	--
Farm Animals	\$30	\$50-\$100	--

**DOA Disposal**

Dog/cat	\$10	\$20	50%
Rabbit/small animal	\$10	\$20	50%
Litter	\$10	\$20	50%
Bird/Fowl	\$10	\$20	50%
All Exotic Animals	\$10	\$20	50%
Farm Animals	\$15	\$50-\$100	--

**Miscellaneous Fees:**

Quarantine	\$35	--	--
Dangerous Animal Permit	\$100	\$200	100%
Field Return Fee	\$25	\$35	40%
Property Inspection	\$25	--	--
Breeding Permit fee	\$25	\$50	100%
Fancier's Permit fee	\$10 per household	50	400%

**Licenses (Dog)**

1-Year Altered	\$11	\$12	9%
1-Year Unaltered	\$21	\$30	43%
3-Year Altered	\$30	\$33	10%
3-Year Unaltered	\$63	\$87	38%
Late Fee	\$5	\$15	200%
Lost Tag	\$5	--	--



**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

**FROM: LINDA KELLY, ASSISTANT TO THE CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: CONSIDERATION OF AGREEMENT WITH PENINSULA  
CONFLICT RESOLUTION CENTER**

**RECOMMENDATION:**

That the City Council consider the request from the Peninsula Conflict Resolution Center for membership and provide direction to staff if appropriate.

**BACKGROUND:**

At the meeting of May 21, 2003, the City Council heard a presentation by Patricia Brown, Executive Director of the Peninsula Conflict Resolution Center (PCRC), regarding their services and the levels of membership available. The Council directed staff to place the consideration of membership in the PCRC on the regular June Council agenda. Ms. Brown has indicated that she will be in attendance at the June 18<sup>th</sup> Council meeting and available for questions.

The PCRC is a private, 501(c)(3) non-profit organization that exists to develop conflict resolution programs in San Mateo County and to educate the general public about effective approaches to communicating effectively and managing and resolving conflict. A primary goal of the PCRC has been to develop community mediation programs in cities throughout the County. The PCRC currently provides contracted services to 16 of the 20 cities in San Mateo County, plus all of the unincorporated areas. Besides Atherton, the Towns of Hillsborough and Woodside are not members; the City of Menlo

Park is not a member since they have their own conflict resolution service. Ms. Brown mentioned at the meeting that the City of Millbrae, a long-time member, had to withdraw due to budgetary considerations; however, they are now in negotiations for a new contract with PCRC.

Funding to support the PCRC is provided through grants, member city contracts, a County surcharge on civil court filing fees, and some fee-based special programs.

Should the Town of Atherton wish to join the PCRC, several levels of membership are available, which are specified on the attachment, summarized below.

Fees are based on number of residents (Atherton: approximately 7,200 residents). **See Attachment for Detail of Defined Services at Each Membership Level**

- |                              |  |
|------------------------------|--|
| A. Full Membership with PCRC | \$2,880 per year (based on \$.40 per resident) |
| B. Association with PCRC     | \$2,160 per year (based on \$.30 per resident) |
| C. Affiliation with PCRC     | \$1,440 per year (based on \$.20 per resident) |
| D. Custom Contract           | Contract Fee by arrangement                    |

The PCRC also offers special conflict resolution training and professional services, available for a fee, such as Group Facilitation, Special Training, Conflict Assessment/Consultation, Linkage with Professional Conflict Resolution Resources Outside of the County, and Conflict Resolution System Design.

Should the City Council wish to have the Town join the Peninsula Conflict Resolution Center, direction should be given to staff regarding which level of membership is desired, and the appropriate amount funds would need to be added to the Fiscal Year 2003-04 Town Budget.

**ALTERNATIVE SERVICE – PENINSULA BUILDERS EXCHANGE:**

For information, another non-profit organization also offers dispute resolution services, the Peninsula Builders Exchange. This group is a non-profit, member run organization dedicated to improving standards in the construction industry, in existence since 1945.

At no cost, the Peninsula Builders Exchange will mediate or arbitrate a dispute involving construction related issues only at no charge. Staff contacted Tom McGinley at the Peninsula Builders Exchange, who is the mediator, and he stated that they do not handle property line disputes or non-construction-related disputes. Their services are offered at

no charge to the community, and the last two pages of the attachments to this report contain basic information found on the Peninsula Builders Exchange website.

Prepared by:

Approved by:

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Linda Kelly  
Assistant to the City Manager

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James H. Robinson  
City Manager

Attachments: Letter from Patricia Brown, Executive Director, PCRC  
Pages from PCRC Brochure  
PCRC's Community Problem-solving Services  
Information about the Peninsula Conflict Resolution Center  
Peninsula Builders Exchange Resolution Services Information from  
Website



**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

**FROM: LINDA KELLY, ASSISTANT TO THE CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: CONSIDERATION OF REQUEST FOR MEMBERSHIP IN THE  
PENINSULA POLICY PARTNERSHIP**

**RECOMMENDATION:**

Consider the request of the Peninsula Policy Partnership (P<sup>3</sup>) for membership in their organization, and membership dues in the amount of \$2,000.

**BACKGROUND:**

The Peninsula Policy Partnership, known as P<sup>3</sup>, has submitted a request for membership to the Town, with a request for dues in the amount of \$2,000. The P<sup>3</sup> is an organization in San Mateo County that is designed to bring agencies together to “find mutual solutions to our many interdependent issues: economic vitality, housing, transportation, water and energy, just to name a few.” (See attached letter) The P<sup>3</sup> has developed a County-wide Strategic Plan addressing some of these issues.

The organization recently started a “Beautifying El Camino” Project; however, no written details were available from the P<sup>3</sup> at the time this agenda report was prepared. Agency President Deberah Bringelson has stated to staff that the organization has a plan to start with beautifying El Camino Real in the Cities of San Carlos, Redwood City and Colma and that the funding would come out of the P<sup>3</sup>. The Beautify El Camino project consists of working with CalTrans to improve El Camino. Ms. Bringelson stated that the

organization currently has approximately \$75,000 total dedicated to the project for those cities who have been P<sup>3</sup> members up to now.

The Peninsula Policy Partnership has indicated to staff that they will have a representative present for the Council meeting of June 18.

Should the City Council wish to have the Town join the Peninsula Policy Partnership, the funding of \$2,000 would need to be added to the Fiscal Year 2003-04 Town Budget.

Prepared by:

Approved by:

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Linda Kelly  
Assistant to the City Manager

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James H. Robinson  
City Manager

Attachments: Letter from Peninsula Policy Partnership  
Invoice  
Report, "Innovative Solutions on the Corridor"



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JAMES H. ROBINSON, CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: CONSIDERATION OF REQUEST OF CITY/COUNTY ASSOCIATION OF GOVERNMENTS FOR A LISTING OF POSSIBLE PROJECTS FOR PROPOSED CONTINUATION OF THE MEASURE "A" ONE-HALF CENT SALES TAX FOR TRANSPORTATION**

### **RECOMMENDATION:**

That the City Council consider and give direction to staff of any Capital Projects for inclusion in the proposed renewal of the Measure "A" One -half (1/2) cent sales tax for Transportation that will expire at the end of 2008.

### **BACKGROUND:**

A number of interest groups are currently working to initiate a ballot measure for consideration by the electorate to extend the Measure A 1/2 cent sales tax an additional 20 years. C/CAG (City/County Association of Governments) is working with the County Transportation Authority to identify projects that could be included in a future ballot measure. A request has been made by C/CAG that a project list be submitted by June 20, 2003.

Recommended projects are required to meet specific criteria. A summary of the criteria is included in the attached memo. Generally speaking, projects are required to meet the following criteria:

1. Must reflect improvements to Roadways or Transit.
2. Should be of a general interest and provide congestion relief.

3. All state routes are eligible and arterial routes must meet a strict criteria. (Paving of local roads would be provided in the 20% set aside as is the current practice.)

Following a quick review of the guidelines and an evaluation of the criteria for Arterial Roads, it would appear that the only project for which the Town of Atherton might meet the criteria would be Transit related (Caltrain /Samtrans Rail Corridor). This project would incorporate any possible improvements that might be required as a result of the implementation of High Speed Rail/Baby Bullet etc., as well as grade separation projects implemented by adjoining communities. For example, it is staff's understanding that Menlo Park intends to include grade separation projects at four locations within their project submittal list for a future Measure A. I spoke with Rich Napier and Geoffrey Kline of C/CAG and they agreed that "Transit /Rail improvements is a project that should be submitted for consideration". The estimate provided was in the \$30 million range for each of the crossings which would include resources for study and construction of the best solution for the Town of Atherton.



**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JAMES H. ROBINSON, CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 18, 2003**

**SUBJECT: DISCUSSION AND CONSIDERATION OF OPTIONS FOR  
REDUCING LENGTH OF CITY COUNCIL MEETINGS**

At the Council meeting of May 21, 2003, the City Council requested that a discussion regarding the reducing the length of City Council meetings be placed on the June 18<sup>th</sup> Council agenda.

For reference, the length of regular City Council meetings since the currently seated five Council Members have been in office has been as follows:

December 18, 2002	7:00 p.m. – 1:30 a.m.	6 hours, 30 minutes
January 15, 2003	7:00 p.m. – 10:55 p.m.	3 hours, 55 minutes
February 19, 2003	7:09 p.m. – 11:12 p.m.	4 hours, 3 minutes
March 19, 2003	7:00 p.m. – 11:55 p.m.	4 hours, 55 minutes
April 16, 2003	7:11 p.m. – 10:55 p.m.	3 hours, 44 minutes
May 21, 2003	7:14 p.m. – 11:45 p.m.	4 hours, 31 minutes

Council meeting length is affected by a number of factors, including but not limited to the number of Agenda Items to be considered, number of Public Hearings, number of individuals wishing to speak at Public Hearings, number of individuals wishing to speak under Public Comments, length of staff presentations and comments, length of Council Member comments.

Since the City Council holds its Regular Meetings once a month, the agenda has many items that need to be considered to ensure the smooth running of Town business for the next 30 days or more, or items required by laws and Town statutes.

Some methods for consideration which have been used in other cities include:

1. Setting the Regular Meeting time earlier, to 6:00 p.m., for example, and hold Closed Sessions until after the meeting or on another date/time.
2. Enforcing strict time limits for speakers, although this has not traditionally been the preference of the Council.
3. Estimate times for Agenda Items. Our Agenda lists estimated times for each item; however, there are times when items go beyond estimated times.
4. Setting a time for meetings to end by, and requiring a motion of the Council to go beyond that hour, for instance, 11:00 p.m.
5. Limiting the number of presentations made prior to dealing with specific agenda items.
6. Limiting the time allotted for Staff and Council Reports.
7. Incorporating written reports from Staff and Council within the agenda packet.
8. Increasing the frequency of meetings. Currently the Council meets once a month for regular meetings and with few exceptions the meetings are completed by 11:30 p.m.
9. Moving Staff and Council Oral Reports to later on the agenda (after the Regular Items for instance).

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ADOPTING THE FISCAL YEAR 2003-2004 OPERATING AND CAPITAL BUDGET**

**WHEREAS**, the City Council of the Town of Atherton set June 16, 2003 at the Town of Atherton City Council Chambers, 94 Ashfield Road, Atherton, California, as the time and place for the public hearing on the adoption of the Fiscal Year 2003-2004 Operating and Capital Budget; and

**WHEREAS**, notice of said hearing was duly given by posting the time and place of said hearing at designated places in accordance with Chapter 2.08 of the Municipal Code of the Town of Atherton; and

**WHEREAS, said Council held a public hearing on the Proposed Fiscal Year 2003-2004 Operating and Capital Budget on June 16, 2003; and**

**WHEREAS**, it appears to be in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2003-2004 Operating and Capital Budget be adopted in the format set forth in Exhibit A, attached hereto, and by reference incorporated herein; and

**WHEREAS**, the budget was made available for public view at the Town Hall, 91 Ashfield Road, Atherton, California, and the Town Library, 2 Dinkelspiel Station Lane, Atherton, California.

**NOW THEREFORE, BE IT RESOLVED**, that the Fiscal Year 2003-2004 Operating and Capital Budget totaling \$12,396,981, which includes the General Fund Operating Budget and Reserves of \$7,632,490, Other Funds' Operating Budgets of \$1,278,725, and the Capital Budget of \$3,485,766 as set forth in Exhibit A, attached hereto and by reference incorporated herein, be adopted for Fiscal Year 2003-2004.

**BE IT FURTHER RESOLVED**, that the City Clerk of the Town of Atherton is hereby directed to forward a copy of said approved and adopted budget to the County Controller of San Mateo County for filing pursuant to Government Code Section 53901.

\* \* \* \* \*  
\*

*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 special meeting thereof held on the \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2003, by the following vote:*

*AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:*

---

*James R. Janz, Mayor  
Town of Atherton*

ATTEST:

---

*Sharon Barker, City Clerk*

Approved as to Form

---

Marc Hynes, City Attorney

## **EXHIBIT "A"**

**THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1: That an Appropriation-Expenditure Budgeting System entitled Expenditure Control Budget (ECB) is hereby adopted. The system consists of:**

- **Present Personnel Policies, Procedures, and Memorandum of Understanding, including salary schedules and benefits, except as hereinafter changed by resolution or ordinance of the City Council.**
- **The Expenditure Control Budget will show overall General Fund and other funds and/or departments.**
- **This system will apply to Operating and Capital Budget Expenditures as intended for use in Fiscal Year 2003-2004.**
- **All encumbered expenditures from the Fiscal Year 2002-2003 Adopted Budget shall be carried forward and re-appropriated in Fiscal Year 2003-2004. Said encumbered expenditures to be re-appropriated in Fiscal Year 2003-2004 must be initiated by the Department Heads, recommended by the Finance Director, and approved by the City Manager.**
- **Capital Project Commitments: Capital projects for which funds are appropriated in the budget year shall have those funds restricted for use for that project. Such appropriations will continue to be valid in subsequent fiscal years until the project is completed or the Council takes subsequent action to de-appropriate all or part of the funds originally restricted. If a capital project requires an additional appropriation in excess of 5% of its budget, then City Council approval shall be required.**
- **General Fund Balance: The General Fund will maintain a Reserved Balance of \$ 4.9 million to maintain the City's credit worthiness, and to adequately provide for economic uncertainties, cash flow needs, contingencies, or local disasters.**
- **The City Manager is authorized to make any transfers of Operating Budget appropriation balances between departments and/or programs whenever he deems it necessary to do so in order to carry out the service level objectives and**

work programs established by the City Council. The City Council will be promptly advised of transfer of operating budget appropriations.

- This budget system assumes existing service levels; Council approval will be required for any significant changes involving increased or decreased service levels.
- The Department of Finance shall be responsible for constant monitoring of the budget and shall establish and implement appropriate control mechanisms necessary for said purpose after consultation with city staff, and approval by the City Manager.
- A monthly financial report shall be prepared by the Finance Director for each department and/or program and/or capital project. Each Department Head shall be accountable for achieving results of his/her organization unit based upon the objectives set for each department by the City Manager and City Council, and shall be evaluated as to their performance in an annual performance appraisal conducted by the City Manager each year.
- Deflator: A deflator procedure, to be administered by the City Manager, is hereby established for reducing appropriations in the event that projected revenues are reduced due to a reduction in the State subventions or other revenues that may fluctuate downward due to changes in economic conditions. For the 2003-2004 Fiscal Year, if total revenues, as estimated by the City Manager are insufficient, the amount of total Operating Budget appropriations shall be reduced as determined by the City Manager, based on his assessment of total Town needs and consultation with the City Council; no deferral of capital projects will be implemented until discussed with the City Council and staff at a duly called public meeting.

**Section 2:** The FY 2003-2004 General Fund Operating Budget Programs are hereby adopted, establishing the following projected General Fund Revenue and General Fund Expenditures:

## **FY 2003-2004 GENERAL FUND REVENUE ESTIMATES & EXPENDITURE BUDGET**

**General Fund Revenues:**

Property Tax	\$	3,035,934
Other Tax		1,082,755
Licenses and Permits		1,495,435
Fines and Forfeitures		70,000
From Other Agencies		139,000
Current Service Charges		445,900
Investment and Rental Income		347,300
Other Revenues		3,000

Total Revenues: 6,619,323

**Transfers and Carry-over:**

Carry-over from 2002-2003 Surplus		82,600
Capital Projects Direct Charge		150,000
Transfer from Parcel Tax		799,000
Transfer from Gas Tax		175,440

Total Transfers: 1,207,040

**Total Revenues and Transfers:** \$ 7,826,363

**General Fund Expenditures:**

City Council	\$	20,174
City Manager		497,895
City Attorney		175,550
Finance Dept.		434,136
Building Dept.		906,635
Police Dept.		3,655,234
Public Works Dept.		1,842,867
Contingency		100,000

**Total Expenditures:** \$ 7,632,490

Section 3: FY 2003-2004 all Funds Operating and Capital Budgets are hereby adopted, establishing the following revenue estimates and expenditure budgets:

**Revenues & Other Resources:**

GENERAL FUND		7,826,363
SPECIAL REVENUE FUNDS		
Transportation Fund		177,740
Parcel Tax Fund		1,770,000
Gas Tax Fund		149,309
Road Construction Impact Fees Fund		340,000
State COPS Fund		100,000
Tennis Program Fund		9,000
State Park Grant Fund		93,040
Library Special Revenue Fund		200,000
CAPITAL PROJECT FUNDS		
Capital Improvement Fund		0
Storm Drainage Fund		0
Channel Drainage District Fund		46,000
Middlefield Road Grants Fund		0
Facilities Construction Fund		0
INTERNAL SERVICES FUND		
Information Technology Fund		96,043
Administrative Services Fund		283,128
Workers Comp Insurance Fund		0
Vehicle Replacement Fund		26,000
TRUST & AGENCY FUND		
Evans Estate Fund (Art Committee)		74,000
<b>Total Revenue &amp; Other Resources:</b>		<b>11,190,623</b>

**Expenditures & Other Uses:**

GENERAL FUND	7,632,490
SPECIAL REVENUE FUNDS	
Parcel Tax Fund	1,985,917
Transportation Fund	177,740
Gas Tax Fund	180,080
Road Construction Impact Fees Fund	588,682
State COPS Grant	100,000
State Park Grant Fund	81,660
Tennis Program Fund	22,936
Library Special Revenue	15,720
CAPITAL PROJECT FUNDS	
Storm Drainage Fund	25,713
Channel Drainage District Fund	411,554
Park Playground Fund	0
Facilities Construction Fund	287,267
Capital Improvement	284,451
INTERNAL SERVICES FUND	
Information Technology Fund	107,500
Administrative Services Fund	338,151
Workers Comp Insurance Fund	0
Vehicle Replacement Fund	95,000
TRUST AGENCY FUND	
Evans Estate Fund (Art Committee)	62,120
Tree Committee	0
<b>Total Expenditures &amp; Other Uses:</b>	<b>12,396,981</b>

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
APPROVING APPROPRIATIONS LIMIT AND CALCULATIONS FOR  
FISCAL YEAR 2003-2004**

**WHEREAS**, the Finance Director has calculated the fiscal year 2003/2004 appropriations limit for the Town of Atherton in accordance with applicable State law; and

**WHEREAS**, the San Mateo County annual percentage change in population is 0.37% and the per capita personal income percentage change over is (2.31)% (noting that both amounts are supplied by the Finance Department, State of California).

**WHEREAS**, the Finance Director has recommended approval of said limit at \$7,992,725 and its calculations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton does hereby approve the appropriations limit of \$7,992,725 and its calculations as set forth in Attachment 1 through 3, the copies of which are attached hereto.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the \_\_\_th day of \_\_\_\_, 2003, by the following vote:*

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

\_\_\_\_\_  
James R. Janz, Mayor  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Sharon Barker, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marc Hynes, City Attorney